

**LIVONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION**

**Committee of the Whole  
April 14, 2025 - 6:30 PM  
Board Room  
15125 Farmington Road  
Livonia, Michigan 48154**

**AGENDA**

- I. AUDIENCE COMMUNICATIONS**
- II. COMMITTEE OF THE WHOLE**  
Bradford, Chair; Acosta; Bradford; Burton; Frank; Jarvis; Johnson;  
MacFarland
- III. FINANCE COMMITTEE**  
Johnson, Chair; Acosta; Jarvis
- IV. CURRICULUM COMMITTEE**  
Acosta, Chair; Frank; MacFarland
  - A. 2025-2026 Cooperative Agreements** 3  
K. Etue, M. Sprow
  - B. Purchase of Amplify Science** 4  
T. O'Brien
- V. BUILDING & SITE COMMITTEE**  
Burton, Chair; Johnson; MacFarland
  - A. Quarterly Dashboard** 11  
P. Francis
  - B. Approval of Funds for Churchill LMC Renovation** 12  
P. Francis
  - C. Stevenson Pool Filtration Replacement** 17  
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  - D. Sinking Fund Update** 42  
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  - E. Capital Projects Fund Update** 43  
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- VI. POLICY COMMITTEE**  
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  - A. Board Policy GAC - Staff Job-Related Accident/Injury** 44  
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  - B. Board Policy GAEB - Assaults on Employees** 46  
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A. Abbate, J. Keatts
- VII. PERSONNEL COMMITTEE**  
MacFarland, Chair; Burton; Johnson
- VIII. LEGISLATIVE COMMITTEE**  
Jarvis, Chair; Acosta; Frank <sup>1</sup>





# Livonia Public Schools

*Director of Secondary Programs*

Date: April 14, 2025

To: Andrea Oquist, Superintendent

From: Kevin Etue, Director of Secondary Programs & District Services  
Maegan Sprow, Director of Student Services

Subject: LPS Cooperative Agreements

For several years running, the Livonia Public Schools has operated under Cooperative Agreements with surrounding school districts. Cooperative Agreements provide mutually beneficial arrangements that allow students from other districts to attend classes or programs in LPS and vice versa. The two programs that traditionally offer Cooperative Agreements include the Livonia Transition Program (LTP) and the Livonia Career Technical Center (LCTC).

For non-LPS students who attend classes at LPS, a proportional amount of the sending district's student funding allocation is redirected to the Livonia Public Schools. For the LCTC that amount is approximately 50% of the FTE amount. In the case of an LTP student, an additional \$8,000 per student is charged to the sending school district.

Approximately 30 non-LPS students are currently enrolled in the Livonia Transition Program and approximately 21 are enrolled in the Career Technical Center. To be clear, all LPS student requests to attend the LCTC are honored before students from other districts are awarded seats. Transportation and special education services remain the responsibility of the sending district. In addition, our Cooperative Agreement with the Wayne-Westland Community Schools allows LPS students to attend classes at the William Ford Career Technical Center.

Our LCTC Cooperative Agreements for the 2025-26 school year will include Northville, Plymouth-Canton, Wayne-Westland, and the Plymouth Christian Academy. Our LTP Cooperative Agreements will include Northville, Redford Union, South Redford, Garden City, Crestwood, Van Buren, and Romulus.

Mrs. Sprow and I are prepared to present this topic during the Committee of the Whole meeting on April 14, 2025.



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## Livonia Public Schools

*Academic Services*

Date: April 14, 2025  
To: Andrea Oquist, Superintendent  
From: Theresa O'Brien, Chief Academic Officer  
Subject: Purchase of Amplify Science for Grades Six, Seven and Eight

I would like to request to be placed on the Curriculum Committee agenda for the April 14, Board of Education Committee of the Whole meeting with a recommendation to purchase Amplify Science for sixth, seventh and eighth grade classrooms from Amplify in Brooklyn, NY for \$251,980.00. This purchase would include teacher licenses and integrated model licenses for six years. The funds for this purchase are from the elementary and secondary textbook budgets which has been supported by the Wayne County Enhancement Milage money.

Thank you for your consideration of this request.



# Price Quote

## Amplify

55 Washington Street, Suite 800  
 Brooklyn, NY 11201  
 Phone: (800) 823-1969  
 Fax: (646) 403-4700

Quote #: Q-427843-2  
 Date: 4/7/2025  
 Expires On: 5/7/2025  
 Delivery Service Level: Standard

**Customer Contact Information**  
 Rebecca Caldwell  
 LIVONIA PUBLIC SCHOOL DISTRICT  
 734-744-2500  
 rcaldwel2@livoniapublicschools.org

**Amplify Contact Information**  
 Heather Freeman  
 Senior Account Executive  
 hfreeman@amplify.com

6 Year Option

### 6th Grade

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science MS G6 Integrated Teacher License - 6yr (2025-2031)	1.00	\$0.00	\$0.00
Amplify Science Full Year Grade 6 Course - Integrated Model - LICENSE - UPFRONT - 6yr (2025-2031)	970.00	\$86.00	\$83,420.00
<b>TOTAL</b>			<b>\$83,420.00</b>

### 7th grade

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science MS G7 Integrated Teacher License - 6yr (2025-2031)	1.00	\$0.00	\$0.00
Amplify Science Full Year Grade 7 Course - Integrated Model - LICENSE - UPFRONT - 6yr (2025-2031)	975.00	\$86.00	\$83,850.00
<b>TOTAL</b>			<b>\$83,850.00</b>

### 8th Grade

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science MS G8 Integrated Teacher License - 6yr (2025-2031)	1.00	\$0.00	\$0.00
Amplify Science Full Year Grade 8 Course - Integrated Model - LICENSE - UPFRONT - 6yr (2025-2031)	985.00	\$86.00	\$84,710.00
<b>TOTAL</b>			<b>\$84,710.00</b>

**6th Grade**

SHIPPING AND HANDLING	DELIVERY SERVICE LEVEL	SHIPPING COST	TOTAL PRICE
Amplify Shipping and Handling	Standard	\$0.00	\$0.00

GRAND TOTAL

\$251,980.00

**Scope and Duration**

**Payment Terms:**

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

**License and Services Term:**

- Licenses: 07/01/2025 until 06/30/2031.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

**Special Terms:**

- **FOR SHIPPED MATERIALS:**
  - Expedited shipping is available at extra charge.
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- **FOR SERVICES:**
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

**How to Order Our Products**

Amplify would like to process your order as quickly as possible. Please visit [amplify.com/ordering-support](http://amplify.com/ordering-support) to find all the information you need for submitting your order. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

**Please include these three documents with your order:**

- Authorized purchase order or check
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

**If submitting a purchase order:**

To expedite your order, please visit [amplify.com/ordering-support](http://amplify.com/ordering-support) where you can submit your signed purchase order. You can also email a purchase order to [IncomingPO@amplify.com](mailto:IncomingPO@amplify.com) or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

**If submitting your order via credit card:**

- Please email [Accountsreceivable@amplify.com](mailto:Accountsreceivable@amplify.com) to request a secure credit card payment link

**If submitting your order via sending a check:**

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks of processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure the smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. **For faster processing of your order, we recommend you submit a purchase order via our website: [amplify.com/ordering-support](https://amplify.com/ordering-support).**

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at [amplify.com/customer-terms](https://amplify.com/customer-terms). Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

## Terms & Conditions

1. **Scope.** These Terms and Conditions (the "Customer Terms") are a legal agreement between Amplify Education, Inc. ("Amplify") and your school, district, state agency, or other educational organization ("you" or "Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). Unless otherwise specified in the Quote, these Customer Terms and the Quote constitute the entire agreement between Amplify and Customer regarding the license and use of the Products (the "Agreement"). This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. You represent and warrant that: (1) you are of legal age to accept this Agreement; (2) you are authorized to accept this Agreement and to access and use the Products; and (3) your use of the Products will comply at all times with Amplify's [Acceptable Use Policy](https://amplify.com/acceptable-use) available at [amplify.com/acceptable-use](https://amplify.com/acceptable-use) ("AUP"). If you do not agree to this Agreement, do not access, download, or use the Products.

2. **License.** Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means an individual teacher or other personnel employed by Customer, or an individual student registered or authorized for instruction with Customer, who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to Amplify's AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

3. **Restrictions.** Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be detailed in materials associated with the Product you are accessing. Further, Customer may not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used

in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. **Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD.** Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see [amplify.com/virtual-patent-marking](https://www.amplify.com/virtual-patent-marking)).

5. **Payments.** In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. **Shipments.** Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

7. **Account Information.** For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

8. **Confidentiality.** Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. **Student Data.** The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable current or former student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's [Privacy Policy](https://www.amplify.com/customer-privacy) at [amplify.com/customer-privacy](https://www.amplify.com/customer-privacy) ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the [Privacy Policy](https://www.amplify.com/customer-privacy) available to the parents or guardians of users who are under the age of 13. In addition, Amplify has entered into the Data Privacy Agreements listed at [amplify.com/privacy-security](https://www.amplify.com/privacy-security) aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process.

10. **Customer Materials and Requirements.** Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other

purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at [amplify.com/customer-requirements](https://amplify.com/customer-requirements).

11. **Warranty Disclaimer.** PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. **Limitation of Liability.** IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. **Term/Termination.** This Agreement will be in effect for the Term and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

14. **Miscellaneous.** This Agreement, including all addenda, attachments, and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or

delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc - Confidential Information



# Livonia Public Schools

*District Services*

Date: April 14, 2025

To: Andrea Oquist, Superintendent

From: Phillip Francis, Assistant Superintendent of District Services

Re: Quarterly Dashboard

I would like to request adding an agenda item to the April 14, 2025, Committee of the Whole Meeting. Plante Moran Realpoint would like to report out to the Board of Education the Quarterly Dashboard Report. This will be Plante Moran Realpoint's general report through the first quarter of 2025 and will include bond projects.

Attachments

c: Board of Education

PF/AS



# Livonia Public Schools

*District Services*

Date: April 14, 2025  
To: Andrea Oquist, Superintendent  
From: Phillip Francis, Assistant Superintendent of District Services  
Re: Approval of Funds for Churchill LMC Renovation

I would like to add to the agenda for the April 14, 2025, Committee of the Whole Meeting, the approval of funds for the Churchill LMC Renovation. Brian Weber, Plant Moran Realpoint, will discuss the Churchill LMC Renovation details taking place in the summer of 2025. The total requested approval amount for the Churchill LMC project is \$950,000 and will be funded by the Bond.

Please include this item on the agenda. Thank you.

Attachments

c: Board of Education

PF/AS

April 9, 2025

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

RE: 2021 Bond Program  
2025 Renovations – Churchill High School (CHS) LMC Design Enhancements

Dear Mr. Francis:

This letter transmits an update from Plante Moran Realpoint (PMR) as it relates to the assignment to assist and advise Livonia Public Schools (LPS) in its selection of Prime Contractors for the Project listed above. This update represents the mutual efforts of PMR, Clark Construction Co., French Associates and LPS administration and staff (the Team).

Throughout the course of the Design Phases of the Churchill LMC project, the Team conducted multiple design meetings, site visits, and consultations with building staff to review floor plans, programming, and architectural finishes for the space. These processes have been a standard practice for all projects within the bond program.

Upon issuance of the construction documents, the Team and CHS staff reviewed the space and determined that original overhead building infrastructure was preventing the space from meeting the standards of similarly renovated spaces within the school district. Consequently, French Associates and their design team were asked to provide alternate options for the space, including removal and replacement of the overhead infrastructure as part of the scope.

After reviewing multiple alternate design options and refining the scope, the Team decided to proceed with issuing a Construction Change Directive accompanied by updated drawings for Contractors to quote for the redesigned space.

The Team recommends approving the costs listed within Clark Construction Co.'s Change Request to provide Churchill LMC a space that matches the standard of similar district facilities, with a **total recommendation of \$950,000.**

The pricing for this work will be issued in Contract Change Orders as detailed in the enclosed Clark Change Request.

The Team is available at the Board's convenience to answer any questions regarding this recommendation. 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

Enclosures:  
Clark Construction Change Request



Headquarters  
 3535 Moores River Drive  
 Lansing, MI 48911  
 517.372.0940 phone | 517.372.0668 fax

[www.clarkcc.com](http://www.clarkcc.com)

3/26/2025

Phillip Francis  
 Livonia Public Schools  
 15125 Farmington Road  
 Livonia, MI 48154

**RE: PCO NO. 1404**  
**Livonia PS 2021 Bond - 21-2867**

Dear Phillip Francis,

We have finalized gathering all the required quotations for PCO No. **1404** for the following extra work: **PH4 - BP1 - CCD No.02 - Dated 02.19.2025**. We have reviewed the scopes of work and have verified that all extra work items are in compliance with the Contract Documents.

The following is a detailed itemization of all extra costs added to the project:

Item	Budget Code	Description	Amount Proposed	Contractor
0001	270.25.09 90 00	Painting BP1 PH4 - Paint of Ductwork	\$3,669.00	Continental Contracting Company., Inc
0002	270.25.09 90 00	Painting BP1 PH4 - Wall Covering	\$7,573.00	Continental Contracting Company., Inc
0003	270.25.09 90 00	Painting BP1 PH4 - Painting of H112	\$1,103.00	Continental Contracting Company., Inc
0004	270.25.09 90 00	Painting BP1 PH4 - rooms H100, H113, H139, H141, H142, and H143	\$2,760.00	Continental Contracting Company., Inc
0005	270.25.03 00 00	Concrete BP1 PH4 - CCD No.02	\$1,014.00	DeMaria, dba DSP Constructors Inc.
0006	270.25.09 68 00	Carpet BP1 PH4 - CCD No.02	\$2,036.00	Flooring Services Inc.
0007	270.25.26 00 00	Electrical BP1 PH4 - CHS - CCD No.02	\$150,296.00	Great Lakes Power & Lighting
0008	270.25.06 00 00	General Trades BP1 PH4 - Quote Number 3 - CCD No.02	\$30,589.00	Hicks Construction Company
0009	270.25.05 00 00	Structural Steel BP1 PH4 - CCD No.02	\$69,689.00	Lapeer Steel Inc.
0010	270.25.07 40 00	Roofing BP1 PH4 - Service Proposal: Q-6108	\$23,363.00	Lutz Roofing Company Inc.
0011	270.25.23 00 00	HVAC BP1 PH4 - QAS CO# 3 - CCD No.02	\$687,081.00	Quality Aire Systems, Inc.
0012	270.25.02 41 00	Demolition BP1 PH4 - CCD#2	\$132,750.00	DKI International Inc.
0013	270.25.09 25 00	Metal Studs/Drywall BP1 PH4 - TB 6	\$5,559.00	Turner Brooks
0014	270.25.09 25 00	Metal Studs and Drywall BP2 PH3 - TB 7	\$239,976.00	Turner Brooks

**PCO NO. 1404 - PH4 - BP1 - CCD No.02 - Dated 02.19.2025**

**Total Amount 0.00**

**Livonia PS 2021 Bond - 21-2867**

**PAGE 2**

0015	270.25.09 25 00	Metal Studs/Drywall BP1 PH4 - TB 8	-\$138,758.00	Turner Brooks
0016	270.25.09 25 00	Metal Studs/Drywall BP1 PH4 - TB 9	\$41,933.00	Turner Brooks
0017	270.25.09 25 00	Metal Studs/Drywall BP1 PH4 - TB 10	-\$68,746.00	Turner Brooks
0018	270.25.09 25 00	Metal Studs/Drywall BP1 PH4 - TB 11	\$301,586.00	Turner Brooks
0019	270.25.09 25 00	Metal Studs/Drywall BP1 PH4 - TB 12	-\$48,424.00	Turner Brooks
0020	270.25.23 00 00	HVAC BP1 PH4 - Bid Cat 23A - HVAC - Allowance Deduct - 63. Provide a \$150,000 allowance for miscellaneous ductwork modifications.	-\$63,809.00	Quality Aire Systems, Inc.
0021	270.25.26 00 00	Electrical BP1 PH4 - Bid Cat 26A - Allowance Deduct - 49. Provide a \$150,000 allowance for additional lighting modifications.	-\$63,808.00	Great Lakes Power & Lighting
0023	Y.07.00 09 35	Contingency BP1 PH4 2025 Work - 3%	-\$367,432.00	Contingency (Clark)
0024	Y.07.00 09 35	Contingency BP1 PH4 2025 Work	-\$950,000.00	Contingency (Clark)

**Total Amount 0.00**

This change will require 0 days extension to the contract completion date. This quote is void after 30 days.

If you have any questions regarding this Potential Change Order Request, please call me at your earliest convenience.

If the above item(s) meet with your approval, please sign a copy of this letter and send back to me.

Respectfully,

CLARK CONSTRUCTION COMPANY

Reviewed By:

Signed by:

*Aimee Neikart*

F719A62362494D5...



# Livonia Public Schools

*District Services*

Date: April 14, 2025

To: Andrea Oquist, Superintendent

From: Phillip Francis, Assistant Superintendent of District Services

Re: Stevenson Pool Filtration Replacement

I am requesting to add on the April 14, 2025, Committee of the Whole meeting agenda, the replacement of the pool filtration system at Stevenson High School. The filtration system they have in place is not working properly. Baruzzini Contracting, LLC, Brighton, Michigan was the low responsible bidder in the amount of \$423,781 with a contingency of \$42,419. The total cost of this project is \$466,200. This project will be funded by the Sinking Fund.

Please add this to the agenda. Thank you.

Attachments

c: Board of Education

PF/AS

April 8, 2025

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

RE: Sinking Fund Projects  
Contract Award Recommendation for Stevenson High School Pool Filtration System  
Renovation

Dear Mr. Francis:

This letter transmits an update from Plante Moran Realpoint (PMR) as it relates to the assignment to assist and advise Livonia Public Schools (LPS) in its selection of a Prime Contractor for the Project listed above. This update represents the mutual efforts of PMR, French Associates, LPS administration and staff (the Team) to present a framework in order to identify, evaluate and recommend a Prime Contractor firm for this Project.

On March 3, 2025, Construction Documents were formally issued and made available. An advertisement for bids was published in a local newspaper and also posted to the required State of Michigan website.

On April 1, 2025, One (1) bid proposal was received for the Project, and was reviewed and evaluated by the team. A post bid interview with the bidder was conducted on April 4, 2025, with various members of the Team participating. The scope of work, schedule, and other particulars regarding the work were reviewed and clarified.

Upon completion of the interview, and after subsequent clarifications and discussions, the Team is **recommending Baruzzini Contracting LLC** for contract award as they are the lowest responsible bidder for the Project.

Including hard construction of \$423,781.00 and construction contingency of \$42,419.00, the total Project award **recommendation equals \$466,200.00.**

For the Prime Contractor, the costs for this work will be detailed in AIA Contract A105 – 2017 Standard Form of Agreement between Owner and Contractor, pending final review and approval of terms by district legal counsel.

The Team is available at the Board’s convenience to answer any questions regarding bidding, the proposals, interview process, or the recommendation herein. Please direct all questions through me via email at [collin.frink@plantemoran.com](mailto:collin.frink@plantemoran.com).

Sincerely,

PLANTE MORAN REALPOINT



Collin Frink  
Vice President

Enclosures: Cost Summary  
French Associates Recommendation Letter  
Bid Tabulation  
Cost Summary



4/8/2025

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

**Subject: STEVENSON HIGH SCHOOL – POOL FILTRATION PROJECT  
Contract Award Recommendation for Construction Bids**

Dear Mr. Francis:

On April 1<sup>st</sup>, 2025 the District received bids for the Stevenson High School Pool Filtration Project. One bid was received by Baruzzini Contracting, LLC. A copy of their bid is attached to this letter. Their base bid total is for \$423,781.00.

A Post-Bid Interview with Baruzzini Contracting, LLC was held on April 4<sup>th</sup>, 2025. During this interview they demonstrated thorough understanding of the project and its scope of work. Our previous experience working with Baruzzini Contracting, LLC on past projects, including the successful completion of the Stevenson High School Pool Equipment Remodel during Phase III of the 2020 Bond Program in the summer of 2024, further affirms their capabilities. We are confident in their qualifications and ability to perform the required work for this project.

Based on the evaluations of the submitted bid and Post-Bid Interview, we hereby recommend that Baruzzini Contracting, LLC be awarded the contract for the Stevenson High School Pool Filtration Project in the amount of \$423,781.00.

Should you require any further information or clarification, please do not hesitate to contact me.

Sincerely,  
French Associates

A handwritten signature in black ink, appearing to read 'Aimee Neikart'.

Aimee Neikart, AIA | NCARB  
Senior Associate

Enclosures:  
Baruzzini Contracting, LLC Bid Form  
Baruzzini Contracting, LLC Post-Bid Checklist 20

# BID FORM

**SECTION 00 4000 - FORM OF PROPOSAL**

NAME OF BIDDER Baruzzini Contracting, LLC

We, the undersigned, agree to enter into a contract with Livonia Public Schools (here after called the Owner) to provide all labor, material and equipment necessary for the combined work for the project as proposed in accordance with the drawings and specifications prepared by French Associates, Inc

**PROJECT NAME:**

**Proposal No 1:** Livonia Public Schools Stevenson High School – Pool Filtration Project for the sum of:

Four Hundred Twenty Three Thousand Seven Hundred Eighty One Dollars

\$ 423,781.00

**VOLUNTARY ALTERNATES:** The following voluntary alternates are offered by the respective Bidder. The undersigned understands and agrees that the following amounts WILL NOT be included as part of the Base Bid Proposal Price. Voluntary Alternates which may be accepted by the Owner will be added or deducted from the Base Bid Proposal Price upon agreement with the successful Bidder

1 Change from regenerative to pressure sand with 40 year media

ADD / DEDUCT. Eleven Thousand Two Hundred Seventeen Dollars. \$ -11,217.00

2. Upgrade complete chemical feed system

ADD / DEDUCT. Fourteen Thousand Nine Hundred Forty One Dollars \$ 14,941.00

**SITE VISITATION:**

Each contractor has an opportunity to visit each site to familiarize themselves and confirm the scope of work outlined in the Summary.

Sites visited Yes  No  Date 3/14/25 & 3/20/25

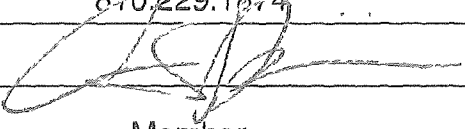
Acceptance of Proposal In accepting this bid, it is understood that the right is reserved by the Owner to reject any or all bids, to waive irregularities in the bidding process or accept any bid, when in the opinion of the Owner, such action will serve the best interests of Livonia Public Schools

FIRM NAME Baruzzini Contracting, LLC

ADDRESS: 1281 S. Old US Hwy 23, Brighton, MI 48114

TELEPHONE: 810 229 8996

FAX NO 810.229.1874

SIGNATURE  (signature is required)

TITLE Member

DATE 3/31/25

WITNESS BY: \_\_\_\_\_  
(Sealed, if bid is by corporation)



**OFFICIAL BID REQUIREMENTS**

**Pool Filtration Project at Stevenson High School**

3/3/2025

NAME OF COMPANY Baruzzini Contracting, LLC

REPRESENTATIVE Anthony Baruzzini

BUSINESS ADDRESS 1281 S. Old US Hwy 23

CITY, STATE, ZIP Brighton, MI 48114 DATE 3/31/25

*The bidder above-mentioned declares and certifies:*

- A That said bidder is of lawful age and the only one interested in this bid, that no one other than said bidder has any interest herein
- B. That this bid is made without any previous understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose, and is, in all respects, fair and without collusion or fraud
- C Bid prices MUST include ALL delivery charges
- D Specifications Any deviation from the specifications set forth must be clearly identified and detailed on the bid proposal form, otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible. In the event that a supplier wishes to bid a voluntary alternate in addition to the base bid (and as a cost savings consideration for the District), such alternate shall be submitted with the bid, on separate sheets and labeled as such with a brief description of the difference and rationale. However, if any substitution or departure is not clearly noted and described, it will be understood that the bid intends to exactly meet the specifications
- E That the prices quoted herein are net and inclusive of all federal, state, and municipal sales and excise taxes. TAXES- The successful company within this context is considered to be providing a service in which the company is the consumer of all equipment, supplies and materials used in providing this service. The company must pay tax on all equipment, supplies and materials used. When it comes to the affixation of materials to real property or the purchasing of services from a company, the school district's exemption does not flow through to the company who is the consumer of material for tax purposes. Any questions regarding this issue of tax, please contact the Michigan Department of the Treasury at 517 339 1123
- F All price proposals and delivery terms shall remain firm for ninety days after the date of bid opening and pricing should be based on current market value with agreement to invoice according to any price **reduction** that may occur prior to final delivery
- G District reserves the right to award this bid separately or in total, or for reasons of establishing uniformity, to other than the low bidder
- H No member of Livonia Public Schools Board of Education, or any officer, employee, or person whose salary is payable in whole or in part from the treasury of said Board of Education is directly or indirectly interested in this bid or in the supplies, materials, equipment, work, services or any portion of the profits thereof to which it relates
- I The bid **MUST** be signed by an authorized company agent and submitted on the attached forms (**School District designed form**)
- J Under penalty of perjury, the vendor bidding certifies that this bid has not been arrived at collusively or otherwise in violation of Federal or State anti-trust laws. The bidder also certifies that their bid is made without any previous understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose, and is, in all respects, fair and without collusion or fraud.

**OFFICIAL BID REQUIREMENTS (continued):**

K All bids must be accompanied by the following three statements

- 1) Familial Disclosure Statement – **sworn and notarized**
- 2) Affidavit of Compliance – Iran Economic Sanctions Act – **sworn and notarized**
- 3) Equal Opportunity Statement

**No bid shall be accepted that does not include all of these statements.**

L A bid bond executed by a U S Treasury listed surety company acceptable to the owner, or a cashier's check in the amount of 5% of the sum of the proposal payable to Livonia Public Schools shall be submitted with each proposal in excess of \$30,500 00

M Any error or omission found within this specification packet shall be communicated to all bidders as soon as possible Bidders will not be allowed to take advantage of any errors or omissions in the specifications of this bid Full instructions shall be given regarding any errors and omissions if called to the attention of Livonia Public Schools within two working days of the bid date

N Bidder must be a firm established not less than three (3) years in the field for which this bid is solicited

O Additional references may be requested after the bids are submitted When requested, references are to be furnished as called for Failure to honor this request will cause the bidder to be subject to rejection

P The undersigned certifies that the bid contained herein meets or exceeds specifications

Signature  Print Name Anthony Baruzzini

Title Member Date 3/31/25

**VENDOR PROFILE:**

Livonia Public Schools requests that vendors participating in the **Pool Filtration Project at Stevenson High School**, provide specific information about their company. This information will be taken into consideration when the bids are evaluated.

**CONTACT INFORMATION.**

NAME OF COMPANY Baruzzini Contracting, LLC  
ADDRESS 1281 S. Old US Hwy 23  
CITY/STATE/ZIP Brighton, MI 48114  
PHONE 810.229.8996 FAX 810.229.1874  
SALES MANAGER Jason Cavicchioli, Service Manager  
Email address jason@baruzzini.com  
NO. YEARS IN BUSINESS 72 TOTAL NUMBER OF EMPLOYEES 42

**CLIENT CONTACTS**

Please provide a list of the five (5) or more references of school districts and/or companies using the products or services recommended in this bid proposal.

NAME OF SCHOOL DISTRICT/COMPANY City of Warren  
Contact/position Adriana Wilik, Aquatic Supervisor  
Email Address awilk@cityofwarren.org  
Address 5460 Arden  
City Warren PHONE 586 258.2050  
Estimated volume of business per year \$ 200,000

NAME OF SCHOOL DISTRICT/COMPANY Eastern Michigan University  
Contact/position Jeff Norris, Rec/IM Aquatics Facilities Coordinator  
Email Address www.emich.edu/recim  
Address 154 Olds/Robb  
City Ypsilanti PHONE 734 487 5639  
Estimated volume of business per year \$ 150,000

NAME OF SCHOOL DISTRICT/COMPANY Ann Arbor Public Schools - Multiple sites  
Contact/position Terry Conklin  
Email Address conklint@aaps.k12.mi.us  
Address 2775 Boardwalk St  
City Ann Arbor PHONE 734 548 3313  
Estimated volume of business per year \$ 200,000

CLIENT CONTACTS (continued)

**NAME OF SCHOOL DISTRICT/COMPANY** Dow Bay Area YMCA

Contact/position Rob Hendry

Email Address. rhendry@ymcabaycity.org

Address 225 Washington Ave

City Bay City PHONE 989.895.8596

Estimated volume of business per year \$ 50,000

**NAME OF SCHOOL DISTRICT/COMPANY** Pinckney Public Schools

Contact/position Jim Hayden, Director of Building and Grounds

Email Address jhayden@pinckneypirates.org

Address 2020 E. M-36

City Pinckney PHONE 810.225 3973

Estimated volume of business per year \$ 50,000

**NAME OF SCHOOL DISTRICT/COMPANY** Neighborhood Club

Contact/position Steve Hammel

Email Address steve@neighborhoodclub.org

Address 1750 Waterloo St

City Grosse Pointe PHONE 313.885 4600 x 37

Estimated volume of business per year \$ 30,000



# Nationwide Mutual Insurance Company

Home Office Columbus, Ohio  
Surety Administrative Office  
7 World Trade Center, 37<sup>th</sup> Floor  
250 Greenwich Street  
New York, NY 10007-0033

## BID BOND

Nationwide Mutual Insurance Company vouches that this document conforms to American Institute of Architects Document A310, 2010 Edition.

CONTRACTOR (Name, legal status and address)

Baruzzini Contracting, LLC  
1281 S. Old US 23  
Brighton, MI 48114

SURETY (Name, legal status and principal place of business)

Nationwide Mutual Insurance Company  
7 World Trade Center, 37<sup>th</sup> Floor  
250 Greenwich Street  
New York, NY 10007-0033

OWNER (Name, legal status and address)

Livonia Public Schools  
15125 Farmington Road  
Livonia, MI 48154

BOND AMOUNT five percent of amount bid (5%)

PROJECT (Name, location or address, and Project number, if any) Livonia Public Schools - Stevenson High School  
Pool Filtration Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed, and sealed this 1st day of April, 2025

(Witness to Principal)

Baruzzini Contracting, LLC  
(Principal) (Seal)

By   
(Title) Member

Nationwide Mutual Insurance Company  
(Surety) (Seal)

(Witness to Surety)

By   
Jana M. Haller, Attorney-in-Fact

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint
ASHLEY M LAPARL, CASEY D LOPEZ, DONN T JOHNSON, JANE M HALLER, JENNIFER L HUDSON, NATALIE A MILLER, ROBERT F MOGLIA,
THOMAS C MOGLIA, TIFFANY D GUNN,

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and
undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company, and all acts
of said Attorney pursuant to the authority given are hereby ratified and confirmed

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company,
and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings,
recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other
writings obligatory in nature that the business of the Company may require, and to modify or revoke, with or without cause, any such appointment or
authority, provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any
of said documents on behalf of the Company."

'RESOLVED FURTHER that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the
Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto, provided, however, that
said seal shall not be necessary for the validity of any such documents.'

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company

Execution of Instruments Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all
approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of
the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or
stamped on any approved document, contract, instrument, or other papers of the Company

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021

[Handwritten signature of Antonio C. Albanese]

Antonio C Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK ss
On this 20th day of August, 2021, before me came the above-named officer for the Company
aforesaid, to me personally known to be the officer described in and who executed the preceding
instrument, and he acknowledged the execution of the same, and being by me duly
sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed
hereto is the corporate seal of said Company, and the said corporate seal and his signature were
duly affixed and subscribed to said instrument by the authority and direction of said Company



Stephanie Rubino McArthur
Notary Public, State of New York
No 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

[Handwritten signature of Stephanie Rubino McArthur]

Notary Public
My Commission Expires
October 19 2024

CERTIFICATE

I, Laura B Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued
by the Company, that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has
not been revoked or amended in any manner, that said Antonio C Albanese was on the date of the execution of the foregoing power of attorney the duly elected
officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board
of directors, and the foregoing power of attorney is still in full force and effect

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 1st day of
April, 2025

[Handwritten signature of Laura B. Guy]

Assistant Secretary



**SECTION 00 8000.02 CERTIFICATION OF COMPLIANCE WITH IRAN ECONOMIC SANCTIONS ACT (PA 517 of 2012)**

All Bidders must complete this certification form to indicate compliance with Public Act 517 of 2012, an act to prohibit persons who have certain economic relationships with Iran from submitting bids on requests for proposals with this state, political subdivisions of this state, and other public entities, to require bidders for certain public contracts to submit certification of eligibility with the bid, to require reports, and to provide for sanctions for false certification. This statement must be submitted with the Form of Proposal.

By submitting this sworn and notarized statement with our Form of Proposal, we are certifying to:

(School District / Name) Livonia Public Schools

that we are in compliance with Public Act 517 of 2012.

PRINT

Company Name Baruzzini Contracting, LLC  
Street Address 1281 S. Old US Hwy 23  
City / State / Zip Brighton, MI 48114  
Company Officer Anthony Baruzzini  
Title Member  
Officer's Signature [Signature] Date 3/31/25

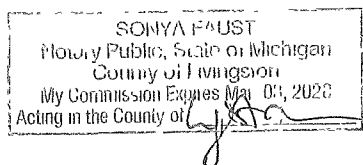
State of Michigan  
Livston (County) [Signature] (Signature)

Notary Public: Sonya Faust (Printed Name)

Subscribed and sworn to before me this 31<sup>st</sup> (day) of March (month) of year 20 25

My commission expires 3.3.28

Seal Imprint:



**SECTION 00 8000.03 EQUAL OPPORTUNITY STATEMENT**

**Livonia Public Schools:**

**Pool Filtration Projects at Stevenson High School**

Baruzzini Contracting, LLC

It is the publicly stated policy of \_\_\_\_\_ not to discriminate against any employee, applicant for employment, contractor, or material supplier, because of race, religion, national origin, ancestry, or sex. With regards to employment, such non-discrimination includes, but not limited to, our (my) policies of recruitment, recruitment advertising, selection for apprenticeships or other training, rates of pay, promotion, transfer, lay-off or termination.

In all advertising for employment, subcontractors, or suppliers we (1) shall state all applicants or respondents will receive consideration without regard to race, religion, color, national origin, ancestry, or sex

We ( I ) understand that any contract for the Livonia Public Schools shall be in consideration of our maintaining the above mentioned non-discrimination policy.

We ( I ) understand that we ( I ) may be required to submit further information covering the race, color and work classification for our employees and those of subcontractors to be employed on this project.

NAME OF BIDDER (COMPANY) Baruzzini Contracting, LLC

SIGNATURE: \_\_\_\_\_



NAME: Anthony Baruzzini

TITLE Member

**SECTION 00 8000.04  
CONTRACTOR'S CERTIFICATION OF ASBESTOS-FREE PRODUCT AND  
INSTALLATION**

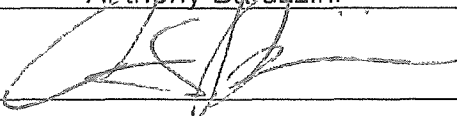
It is hereby understood and agreed that no products/materials containing asbestos, including Chrysotile, Amosite, Crocidolite, Tremolite Asbestos, Anthophyllite Asbestos, Actinolite Asbestos or any combination of these materials that have been chemically treated and/or altered shall be installed or introduced into the building by the Contractor or his employees, agents, subcontractors or other individuals or entities over whom the Contractor has control. The Contractor shall be required to sign this certification statement ensuring that all products or materials installed or introduced into a building will be asbestos-free.

The Contractor shall also be required to furnish certified statements from the manufacturers of supplied materials used during construction verifying their products to be asbestos-free in accordance with the previous paragraph.

Project's Name Livonia Public Schools - Stevenson High School - Pool Filtration Project  
Project's Address 33500 Six Mile Rd, Livonia, MI 48152  
Project's City Livonia / State MI / Zip 48152  
Architect's Name French Associates Project Number 2024-081

**CONTRACTOR'S CERTIFICATION**

We (I) certify and will direct that all products and materials that will be and/or have been installed or introduced into the above named Project shall be asbestos-free (or less than one-percent (1%) asbestos by weight)

PRINT  
Company Name Baruzzini Contracting, LLC Phone 810.229.8996  
Street Address 1281 S. Old US Hwy 23  
City / State / Zip Brighton, MI 48114  
Company Officer Anthony Baruzzini Title Member  
Officer's Signature  Date 3/31/25

**SECTION 00 8000.05  
NON-COLLUSIVE AFFIDAVIT (Prime Bidder)**

State of Michigan

County of Livonia

Name: Anthony Baruzzini being first duly sworn, deposes and says

That he is (a partner or officer, etc.) of the firm of Baruzzini Contracting, LLC the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner, Livonia Public Schools (Owner) or any person interested in the proposed contract, and that all statements in said proposal or bid are true

PRINT

Company Name Baruzzini Contracting, LLC Phone 810.229.8996

Street Address 1281 S. Old US Hwy 23

City / State / Zip Brighton, MI 48114

Company Officer Anthony Baruzzini Title Member

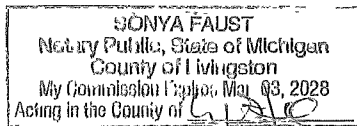
Officer's Signature [Signature] Date 3/31/25

BIDDER: if the Bidder is Individual;  
PARTNER: if Bidder is Partnership,  
OFFICER: if the Bidder is a Corporation

Subscribed and sworn to before me this 31<sup>st</sup> (day) of March (month) of year 20 25

My commission expires. 3.3.28

Seal Imprint.



# POST-BID CHECKLIST

**POST-BID CHECKLIST**

2025 Stevenson High School Pool Filtration Project  
Livonia Public Schools

Date: April 4, 2025

Client: Livonia Public Schools

Project: 2025 SHS Pool Filtration – Baruzzini Contracting, LLC

Attendees:

Name	Firm
Tony Baruzzini	Baruzzini
Jason Cavicchioli	Baruzzini
Harry Lau	LPS
Carl Roberts	LPS
Aimee Neikart	French
Mike Harris	UBSE
Collin Frink	PMR
Carl Nylander	Counsilman-Hunsaker

Item	Response	Comments	Follow-up
1. Project Cost:			
a. Stevenson High School Pool:	\$ 423,781		
2. Voluntary Alternates:			
a. Change from regenerative to pressure sand with 40 year media – (\$11,217.00) Deduct			<b>ACCEPTED /</b>
NOT ACCEPTED / NA		<b>Dependent on response from state review.</b>	
b. Upgrade complete chemical feed system - \$14,941 Add			<b>ACCEPTED / NOT ACCEPTED / NA</b>
3. Contact Information:			
a. <u>Office Contact (PM)</u>			
Name: Jason Cavicchioli			
Address: 1281 S. Old US Hwy 23, Brighton, MI 48114			
Phone: (810) 986-5132			
Email: jason@baruzzini.com			
b. <u>Field Contact (Foreman/Supt)</u>			
Name: TBD			
Phone Number:			
Email Address:			
4. Bid is a Lump Sum Price inclusive of all Bid Documents			<b>YES / NO</b>
5. Inclusive of all Addendums:			<b>YES / NO / NA</b>
6. Agree to terms of RFP and Contract Documents			<b>YES / NO (list any exceptions below)</b>
7. Cost of PLM Bonds Included in Proposal			<b>YES / NO</b>

**POST-BID CHECKLIST**

2025 Stevenson High School Pool Filtration Project  
Livonia Public Schools

- 8. Experience Modification Rating (EMR) .85 Baruzzini to confirm
- 9. Insurance Coverages and Limits per Contract YES / NO
  
- 10. Unit Prices are all-inclusive, including OH&P YES / NO – Pool Lining needs to be assessed but it is included in the bid. \$3,500 included in base bid. To be assessed when pool is drained
- 11. Unit Prices are valid for additive and deductive work YES / NO/NA
- 12. Permits Costs Included YES / NO – Electrical permit is included only
- 13. Sales Tax Included YES / NO
- 14. Prevailing Wage Rates Included YES / NO / NA Non union company
- 15. Sub-Contractors to be used by Bidder:
  - a. Electrician – Landson Electric
- 16. Material Suppliers/2<sup>nd</sup>-Tier Subcontractors to be used by Bidder:
  - a. Recreonics – Pool equipment
  - b. Galoop – Pipe/Hardware/Valves
  - c. Prominent US – UV and Chemical controller
- 17. Daily Cleanup Included YES / NO
- 18. Dumpsters and off-site hauling of your debris included YES / NO – Dumpster on site, Logistics meeting to determine final location
- 19. Temporary Toilets YES / NO – Preferred to be provided by Baruzzini
- 20. All Safety Means/Methods for your work included YES / NO
  - a. Company Safety Plan YES / NO
  - b. Corporate Safety Manager YES / NO
    - i. Name: Dan Blankenship
- 21. Agrees to Schedule and Completion Dates YES / NO
  - a. Proposed Durations:
    - i. Start: End of May 2025 – Complete: August 15, 2025
      - 1. Material to be brought as needed
      - 2. Planned for 6 week duration
- 22. Shop Drawing Procurement – Immediately needed (2weeks)
- 23. Material Manufacturer & Procurement Time
  - a. VFD – 8-10 wks
  - b. Pressure Sand – 10-12 weeks
  - c. Everything else is 4-6 weeks
  
- 24. Manpower
  - a. SHS: 2-4

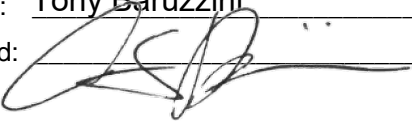
**POST-BID CHECKLIST**

2025 Stevenson High School Pool Filtration Project  
Livonia Public Schools

- 25. Site Requirements (Trailer, Parking, Laydown/Staging Area, etc.)
  - a. Small staging area needed outside of nearest door to mechanical room
- 26. Utility Requirements
  - a. Water: **YES** / NO
  - b. Electricity: **YES** / NO
- 27. Exceptions / Clarifications to Scope, Contract Terms & Conditions, Schedule, General & Supplemental Conditions:
  - a. None
- 28. Additional Comments/Action Items:
  - a. Fissure Valves are completely removed
  - b. Old valves on national filter tanks are replacement valves and the district would like them to be returned

**CONTRACTOR ACKNOWLEDGEMENT:**

Name: Tony Baruzzini

Signed: 

Date: 4/4/25



**SINKNG FUND  
 STEVENSON HS POOL FILTRATION SYSTEM RENOVATION  
 COST SUMMARY**

	<b>Hard Construction</b>		
<b>Project</b>	<b>Budget</b>	<b>Actual</b>	<b>Variance</b>
Stevenson High School Pool Filtration System Renovation	\$ 400,000	\$ 423,781	\$ (23,781)
<b>Totals</b>	<b>\$ 400,000</b>	<b>\$ 423,781</b>	<b>\$ (23,781)</b>
	<b>Construction Contingency</b>		
	<b>Budget (10%)</b>	<b>Actual (10%)</b>	<b>Variance</b>
Project Contingency	\$ 40,000	\$ 42,419	\$ (2,419)
<b>Totals</b>	<b>\$ 40,000</b>	<b>\$ 42,419</b>	<b>\$ (2,419)</b>
	<b>Total Project Costs</b>		
	<b>Budget</b>	<b>Actual</b>	<b>Variance</b>
Project Total	\$ 440,000	\$ 466,200	\$ (26,200)
<b>Totals</b>	<b>\$ 440,000</b>	<b>\$ 466,200</b>	<b>\$ (26,200)</b>





# Livonia Public Schools

*District Services*

Date: April 14, 2025

To: Andrea Oquist, Superintendent

From: Phillip Francis, Assistant Superintendent of District Services

Re: Sinking Fund Update

I would like the opportunity to share information with the Board of Education at the April 14, 2025, Committee of the Whole meeting. Colin Frink from Plante Moran Realpoint would like to update the Board on the status of the Sinking Fund, along with progress updates on projects these dollars are funding and a three year look-ahead.

Please add this to the agenda. Thank you.

Attachment

c: Board of Education

PF/AS



# Livonia Public Schools

*District Services*

Date: April 14, 2025

To: Andrea Oquist, Superintendent

From: Phillip Francis, Assistant Superintendent of District Services

Re: Capital Projects Fund Update

I would like to add to the agenda on Monday, April 14, 2025, Committee of the Whole meeting an update on the Capital Funds Project. Alison Smith, CFO, would like to update the Board on the status of the Capital Projects Fund, along with progress updates on projects these dollars are funding.

Please add this to the agenda. Thank you.

Attachment

c: Board of Education

PF/AS



# Livonia Public Schools

## Human Resources

Date: April 10,2025  
To: Andrea Oquist, Superintendent  
From: Jennifer Keatts, Director of Human Resources  
Anthony Abbate, Director of Human Resources  
Subject: Board Policy

We would like to request to be placed on the Policy Committee agenda for the April 14, 2025, Board of Education Committee of the Whole meeting to present the following board policies:

GAC

GAF

GAEB

GBBA

Thank you for your consideration.

JK

AA

# BOARD POLICY

GAC

PERSONNEL

NOVEMBER 26, 2018

## STAFF JOB-RELATED ACCIDENT/INJURY/**ASSAULT**

For the safety and well-being of our staff, the District ~~has established~~ shall follow established administrative procedures ~~to be followed~~ regarding the medical treatment and reporting of job-related injury, illness, or accident, **including assault on employees.**

The Board of Education directs its employees to promptly report to their supervisor all school-related incidents involving injury, **illness, accident**, damage to property, or threatening behavior against an employee. The administration or staff is directed to immediately investigate the incident. **All such incidents and the findings of related investigations shall be promptly reported to the Human Resources Department.**

# RECOMMEND TO REMOVE

## BOARD POLICY

GAEB

### PERSONNEL ASSAULTS ON EMPLOYEES

JUNE 20, 1988

Reviewed 2/2014

The Board of Education directs its employees to promptly report to their supervisor all school-related incidents involving injury, damage to property, or threatening behavior against an employee. The administration or staff is directed to immediately investigate the incident.

**MOVE TO GAC**

# BOARD POLICY

GAF

## PERSONNEL WORKPLACE VIOLENCE

NOVEMBER 26, 2018

Livonia Public Schools is committed to providing students, employees, volunteers, and visitors a safe environment. Accordingly, the school district prohibits acts of violence or threats of violence on school property, at school-sponsored events, or involving school vehicles.

Workplace violence is defined as acts or threats of violence against persons or property that is sufficiently severe, offensive, or intimidating to alter the employment conditions or to create a hostile, abusive, or intimidating work environment for employees. Workplace violence includes, but is not limited to, threats, physical attack, or property damage.

Specific examples of conduct prohibited under this policy include, but are not limited to, the following:

- Physical attack such as hitting, fighting, pushing or shoving another, or throwing objects at an individual.
- Threatening to harm an individual or his/her family, friends, associates, or their property.
- The intentional destruction or threat of destruction of property owned, operated, or controlled by the district.
- Threatening statements by any means including, but not limited to, phone calls, letters, or other forms of written or electronic communications.
- Intimidating or attempting to coerce an employee to do wrongful acts.
- Possession or use of firearms, weapons, or other dangerous devices on school property including, but not limited to, parking lots.

Any employee, applicant for employment, student, or board member who has observed or believes that he/she has been the victim of such action(s), ~~or who has observed such action,~~ must promptly report ~~such action(s)~~ the incident(s) to the applicable School Administrator or the Administrator of Public Safety. If, for any reason, the individual does not feel that he/she can report ~~the action(s)~~ to the applicable School Administrator or the Administrator of Public Safety, he/she shall promptly report ~~the action(s)~~ to the Assistant Superintendent Director(s) of Human Resources or Superintendent. The School District has the responsibility for investigating and resolving addressing such complaints.

All employees are prohibited from possessing on district property or vehicles any item to be deemed a dangerous weapon. For the purposes of this policy, dangerous weapons include, but

are not limited to, firearms, explosives, knives (with a blade over 3 inches in length), clubs, sticks, martial arts implements or other items which are intended to be used to cause death or inflict bodily harm. All district property, including buildings, grounds, office areas, classrooms, desks, file cabinets, or storage containers are for official district use and employees can have no expectation of privacy in these areas. All district property is at all times subject to examination and inspection by district officials in the discharge of their duty and enforcement of the district's policies.

Violations of this policy will result in disciplinary action up to and including discharge.

LEGAL REF.: *Collins v. Blue Cross Blue Shield of Michigan*, 228 Mich App 560, 579 NW2d 435 (1998)

# **RECOMMEND TO REMOVE**

**BOARD POLICY** \_\_\_\_\_ **GBBA**

**PROFESSIONAL PERSONNEL** \_\_\_\_\_ **JUNE 20, 1988**  
**QUALIFICATIONS AND DUTIES**

All teachers of courses offered under the auspices of the department of extended school services must be certificated in accordance with law.

CROSS REF.: Master Agreements: LEA

LEGAL REF.: MCLA, 380.1231; 380.1246; 380.1531 et seq.; R390.1126 et seq.  
(Legal References Updated 3/12/07)