

AGENDA

REGULAR SCHOOL BOARD MEETING

GADSDEN COUNTY SCHOOL BOARD
MAX D. WALKER ADMINISTRATION BUILDING
35 MARTIN LUTHER KING, JR. BLVD.
QUINCY, FLORIDA

January 25, 2022

6:00 P.M.

THIS MEETING IS OPEN TO THE PUBLIC

1. CALL TO ORDER
2. OPENING PRAYER
3. PLEDGE OF ALLEGIANCE
4. RECOGNITIONS

ITEMS FOR CONSENT

5. REVIEW OF MINUTES – **SEE ATTACHMENTS**

- a. December 14, 2021, 4:30 p.m. – School Board Workshop
- b. December 14, 2021, 6:00 p.m. – Regular School Board Meeting

ACTION REQUESTED: The Superintendent recommends approval.

6. PERSONNEL MATTERS (resignations, retirements, recommendations, leaves of absence, terminations of services, volunteers, and job descriptions) – **SEE PAGE #3**

- a. Personnel 2021 – 2022

ACTION REQUESTED: The Superintendent recommends approval.

7. AGREEMENT/CONTRACT/PROJECT APPLICATIONS

- a. Request Approval of CIC Contract on a Year-to-Year Basis Until 2024
SEE PAGE #5

Fund Source: Climate Transformation Grant
Amount: \$70,000.00

ACTION REQUESTED: The Superintendent recommends approval.

8. SCHOOL FACILITY/PROPERTY

- a. Purchase Order Request for Ford Crestview – **SEE PAGE #11**

Fund Source: 1100E 8100 6520 9020 10005 00000 00000
Amount: \$51,909.00

ACTION REQUESTED: The Superintendent recommends approval.

- b. Purchase Order Request for Brooks Building Solutions (Chiller) – **SEE PAGE #16**

Fund Source: ESSE4 Project
Amount: \$181,173.00

ACTION REQUESTED: The Superintendent recommends approval.

- c. Purchase Order Request for Brooks Building Solutions (HVAC Controls)
SEE PAGE #22

Fund Source: ESSE4 Project
Amount: \$109,597.00

ACTION REQUESTED: The Superintendent recommends approval.

- d. Purchase Order Request for Clemons, Rutherford and Associates, Inc.
SEE PAGE #28

Fund Source: ESSE4 Project
Amount: \$123,026.50

ACTION REQUESTED: The Superintendent recommends approval.

ITEMS FOR DISCUSSION

9. EDUCATIONAL ITEMS BY THE SUPERINTENDENT

10. SCHOOL BOARD REQUESTS AND CONCERNS

11. ADJOURNMENT

THE SCHOOL BOARD OF GADSDEN COUNTY

6a



35 Martin Luther King, Jr. Blvd
Quincy, Florida 32351
Main: (850) 627-9651 or Fax: (850) 627-2760
www.gadسدenschools.org

Elijah Key, Jr.
Superintendent
keye@gcpsmail.com

"Putting Children First"

January 25, 2022

The School Board of
Gadsden County, Florida
Quincy, Florida 32351

Dear School Board Members:

I am recommending that the attached list of personnel actions be approved, as indicated. I further recommend that all appointments to grant positions be contingent upon funding.

Item 6A Instructional and Non-Instructional Personnel 2021-2022

The following reflects the total number of full-time employees in this school district for the 2021-2022 school term, as of January 25, 2022.

<u>Description Per DOE Classification</u>	<u>DOE Object#</u>	<u>#Employees January 2022</u>
Classroom Teachers and Other Certified	120 & 130	311.00
Administrators	110	58.00
Non-Instructional	150, 160, & 170	<u>363.00</u>
		732.00
Part Time Instructional		5.00
Part Time Non Instructional		<u>5.00</u>
Total		10.00
100% Grant Funded		145.00
Split Grant Funded		<u>22.00</u>
Total Grant Funded of 732 Employees		167.00

Sincerely,

Elijah Key, Jr.
Superintendent of Schools

Cathy S. Johnson
DISTRICT NO. 1
Havana, FL 32333
Midway, FL 32343

Steve Scott
DISTRICT NO. 2
Quincy, FL 32351
Havana, FL 32333

Leroy McMillan.
DISTRICT NO. 3
Chattahoochee, FL 323324
Greensboro, FL 32330

Charlie D. Frost
DISTRICT NO. 4
Gretna, FL 32332
Quincy, FL 32352

Karema D. Dudley
DISTRICT NO. 5
Quincy, FL 32351

AGENDA ITEM 6A, INSTRUCTIONAL AND NON INSTRUCTIONAL 2021-2022**INSTRUCTIONAL**

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Cherry, Avondika	HMS	Teacher	12/13/2021
Heaven, Keith	GCHS	Teacher	11/15/2021
Highman, Keshandra	HMS	Teacher	01/13/2022
Hinson, Doris	SSES	Reading Coach	01/04/2022
Jackson, Tamica	GCHS	Teacher	12/02/2021
Uchebo, Ashley	HMS	Teacher	01/04/2022

NON INSTRUCTIONAL

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Blocker, Sharon	Transportation	Bus Aide	12/13/2021
Burk, Andrea	GCHS	Educational Paraprofessional	12/09/2021
Campbell, Justa	Maintenance	Groundskeeper	01/03/2022
Fields, Euruka	District	Program Assistant	01/03/2022
McCall, Barbara	JASMS	Custodian	01/03/2022
Miller, Rosa	Transportation	Bus Aide	01/05/2022
Parker, Jesse	District	Computer Technology Specialist	01/11/2022
Redding, Carlos	CPA	Educational Paraprofessional	12/07/2021
Taylor, Gregory	CPA	Educational Paraprofessional	01/04/2022
Thomas, Jeanette	District	Director, Federal Programs	01/03/2022
Wilson, Seshawn	HMS	Educational Paraprofessional	12/09/2021

REQUESTS FOR LEAVE, RESIGNATION, TRANSFERS, RETIREMENTS, TERMINATIONS OF EMPLOYMENT:**LEAVE**

<u>Name</u>	<u>Location/Position</u>	<u>Beginning Date</u>	<u>Ending Date</u>
Casey, Brenda	Transportation/Bus Driver	11/05/2021	12/03/2021
Frazier, Thomas	SSES/Educational Paraprofessional	11/29/2021	01/11/2022

RESIGNATION

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Braham, Radian	GCHS	Teacher	12/17/2021
Campbell, Justa*	Transportation	Bus Driver	12/17/2021
Canidate, Jacquelin	HMS	Teacher	12/17/2021
Fields, Euruka*	CES	Office Manager	12/22/2021
Gant, Kayla	HMS	Teacher	10/01/2021
McCall, Barbara*	JASMS	Custodial Assistant	12/21/2021
Paul, Diane	SSES	Educational Paraprofessional	12/15/2021
Robinson, Byran	SSES	Custodial Assistant	12/17/2021
Thomas, Jeanette*	District	Supervisor, Title I	12/21/2021

*Resigned to accept another position within the District

OUT OF FIELD

<u>Name</u>	<u>Location</u>	<u>Area Out of Field</u>	<u>Number of Periods</u>
Heaven, Keith	GCHS	Mathematics	All Periods
Highman, Keshandra	HMS	Social Science	All Periods
Jackson, Tamica	GCHS	Exceptional Student Education	All Periods

TERMINATIONS

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Livingston, Isaac	GCHS	Teacher	12/17/2021

SUBSTITUTES

<u>Teacher</u>
Herbert, Luran
Goldwire, Denzel
Rainwater, Paula
Williams, Evandall

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7a

DATE OF SCHOOL BOARD MEETING: January 25, 2022

TITLE OF AGENDA ITEM: Request approval of CIC contract on a year-to-year basis until 2024.

DIVISION:

X This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:
(Type and Double Space)

CIC shall perform Project Evaluation services for Elevate Rural Florida, Gadsden County School District's School Climate Transformation Grant (SCTG) program funded through US Department of Education. Activities and funding covered by this Agreement shall remain in effect only as long as the CLIENT receives SCTG funding from the US Department of Education.

FUND SOURCE: Climate Transformation Grant

AMOUNT: \$70,000

PREPARED BY: Dr. Maria Pouncey *MP*

POSITION: PAEC Administrator for Instructional Services, Migrant/ELL Coordinator

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 5

CHAIRMAN'S SIGNATURE: page(s) numbered _____

DEC 20 '21 PM 12:57
ASST. SUPERINTENDENT

MS

AGREEMENT FOR PROGRAM EVALUATION SERVICES



This **AGREEMENT** is entered into by and between:

THE CLIENT **Gadsden County School District**
35 Martin Luther King Blvd.
Quincey, FL 32351

(hereinafter referred to as the “**CLIENT**”)

and

THE CONSULTANT **CIC Planning Group**
250 Deerfield Glen Drive
St. Augustine, FL 32086

(hereinafter referred to as the “**CONSULTANT**”)

This **AGREEMENT** covers the period **October 1, 2021** to **September 30, 2024**

SECTION I. SCOPE OF SERVICES

CIC shall perform Project Evaluation services for Elevate Rural Florida, Gadsden County School District’s School Climate Transformation Grant (SCTG) program funded through US Department of Education. Activities and funding covered by this Agreement shall remain in effect only as long as the CLIENT receives SCTG funding from the US Department of Education. The scope of work for this project shall include the following Deliverables:

FY 2022-2023 (PROJECT YEARS 3-4):

1. **Mid-Year Formative Evaluation Report: Deliverable 1.** This Deliverable will cover the period 10/1 – 3/31 and include:
 - a. Quantitative/Qualitative Process Data Collection: Conduct ongoing assessment of school MTSS implementation, collection of mental health/counselor employment data, and school staff training/development activities.
 - b. Climate-related PD Data Collection: Compile and analyze delivery of PD
 - c. MTSS Implementation Fidelity Data Collection: Compile and analyze MTSS implementation fidelity using Tiered Fidelity Inventory (TFI) and Benchmarks of Quality (BOQ) responses.
 - d. Project Implementation Assessment: Attend project leadership meetings; Document project implementation processes and fidelity to project design; Provide recommendations for implementation revisions and next steps.
 - e. Survey Administration: Administer Climate surveys to Treatment schools (students, parent, school leaders, and teachers).
 - f. Survey Analysis and Summary: Analyze survey responses and summarize results

2. **Process and Implementation Fidelity Assessment.** This Deliverable will cover the period 4/1-6/30 and include:
 - a. Quantitative/Qualitative Process Data Collection: Conduct ongoing assessment of school MTSS implementation, collection of mental health/counselor employment data, and school staff training/development activities.
 - b. MTSS Implementation Fidelity Data Collection: Compile and analyze MTSS implementation fidelity using Tiered Fidelity Inventory responses.
 - c. Outcome Data Assessment: Collect mid-year outcome data (i.e., Student Achievement, Behavior).
 - d. Focus Groups: Conduct Focus Groups with teachers, school leaders, and MTSS/Project teams.
 - e. Project Implementation Assessment: Attend project leadership meetings; Document project implementation processes, fidelity to project design, and progress toward goals; Provide recommendations for implementation revisions and next steps.
3. **Implementation and Impact Evaluation Report. Deliverable 3 (\$19,350)** This Deliverable will cover the period 7/1-9/30 and include:
 - a. Process/Implementation Assessment: Attend project leadership meetings; Document project implementation processes and fidelity to project design; Provide recommendations for implementation revisions and next steps.
 - b. MTSS Implementation Fidelity Data Collection: Compile and analyze MTSS implementation fidelity using Tiered Fidelity Inventory (TFI) and Benchmarks of Quality (BOQ) responses.
 - c. End-of-Year Data Collection: Collect annual school-level Student Achievement, Behavior, and Teacher and Family Engagement data.
 - d. Comparative Analyses: Conduct annual group comparison analyses (i.e., Treatment vs. BAUC) on all student and school-level outcomes (Achievement, Behavior, Motivation).
 - e. Pre-Post Analyses: Conduct annual pre-post analyses of all outcomes, assessing trends over time.
 - f. Annual Impact Evaluation: Submit annual Impact Evaluation Report.

FY 2024 (PROJECT YEAR 5):

1. **Implementation and Sustainability Evaluation Report. Deliverable 1 (\$10,500).** This Deliverable will be due 3/31/2024 and include:
 - a. Quantitative/Qualitative Process Data Collection: Conduct ongoing assessment of school MTSS implementation, collection of mental health/counselor employment data, and school staff training/development activities.
 - b. MTSS Implementation Fidelity Data Collection: Compile and analyze MTSS implementation fidelity using Tiered Fidelity Inventory responses.
 - c. Mid-Year Progress Assessment: Collect mid-year outcome data (i.e., Student Achievement, Behavior).
 - d. Sustainability and Replication Assessment: Assess variable impact of implementation factors on project outcomes; Identify mechanisms for sustainability and critical factors for replication.
 - e. Project Implementation Assessment: Attend project leadership meetings; Document project implementation processes and fidelity to project design, and progress toward goals; Provide recommendations for implementation revisions and next steps.
2. **Process and Implementation Fidelity Report. Deliverable 2 (\$25,150).** This Deliverable will be due 6/30/2024 and include:
 - a. Quantitative/Qualitative Process Data Collection: Conduct ongoing assessment of school MTSS implementation, collection of mental health/counselor employment data, and school staff training/development activities.

- b. MTSS Implementation Fidelity Data Collection: Compile and analyze MTSS implementation fidelity using Tiered Fidelity Inventory responses.
 - c. Survey Administration: Administer Climate surveys to Treatment schools (students, parent, school leaders, and teachers).
 - d. Survey Analysis and Summary: Analyze survey responses and summarize results.
 - e. Focus Groups: Conduct Focus Groups with teachers, school leaders, and MTSS/Project teams.
 - f. Project Implementation Assessment: Attend project leadership meetings; Document project implementation processes and fidelity to project design, and progress toward goals; Provide recommendations for implementation revisions and next steps.
3. **Summative/Final Impact Evaluation Report. Deliverable 3 (\$29,350)**. This Deliverable will be due 10/31/2024 and include:
- a. Final Outcome Data Collection: Collect 2023-24 school-level Student Achievement, Behavior, and Teacher Employment data for Treatment and BAUC schools.
 - b. Final Outcome Analyses: Conduct group and pre-post comparative analyses using multi-level modeling and trend (i.e., comparative interrupted time series/difference-in-difference) designs.
 - c. Final Impact Evaluation: Submit final Impact Evaluation Report; Disseminate findings via publications and presentations.

SECTION II. TERMS AND CONDITIONS

The Consultant and the Client understand and agree that this contract is valid only for the years the USDOE grant is awarded to the School Board of Gadsden County as fiscal agent of the grant. In addition, the Consultant and the Client understand and agree that continuation of this contract is contingent upon provision of acceptable levels of service, positive implementation results, meeting all reporting deadlines and requirements, approval from the Gadsden County School Board, and continued funding available through USDOE Federal dollars to fund the Elevate Rural Florida Initiative.

CONSULTANT'S SERVICES AND RESPONSIBILITIES

1. The **CONSULTANT** is an independent professional consultant who has neither rights nor responsibilities beyond the scope of this AGREEMENT.
2. The **CONSULTANT** shall ascertain the requirements for the services listed in this AGREEMENT and shall confirm such requirements with the **CLIENT**.
3. The **CONSULTANT'S** services shall be performed in the character, sequence, and timing of the **CLIENT'S** business, such that the **CONSULTANT'S** services will be coordinated with the activities of the **CLIENT**.
4. The **CONSULTANT** shall provide regular progress reports and other necessary documents to the **CLIENT**.
5. The **CONSULTANT** shall attend necessary meetings and be available for general consultation regarding the objectives and services covered under this AGREEMENT.
6. The **CONSULTANT** shall comply with all applicable laws, ordinances, and codes in performing the services embraced by this AGREEMENT.
7. All reports generated by the **CONSULTANT** under this AGREEMENT shall not be made available to any individual or organization without prior approval of the **CLIENT**.

CLIENT'S RESPONSIBILITIES

1. **CLIENT** shall, with reasonable promptness, provide all available information, data, prior reports, etc., regarding the requirements covered in this AGREEMENT.
2. **CLIENT** shall designate a representative/s authorized to act in **CLIENT'S** behalf with respect to the services under this AGREEMENT.
3. If **CLIENT** observes any error or omission with respect to this AGREEMENT, **CLIENT** shall promptly provide the **CONSULTANT** with written notification specifying the error and the time frame for correction.
4. **CLIENT** agrees to hold harmless the **CONSULTANT** for acts or omissions by **CLIENT** or other consultants, or by events not completely within the control of the **CONSULTANT**.
5. **CLIENT** agrees to promptly review and comment on all documents submitted by the **CONSULTANT** in this AGREEMENT.
6. **CLIENT** agrees to promptly compensate the **CONSULTANT** according to the terms and conditions set forth in Section III of this AGREEMENT.
7. **CLIENT** and/or the **CONSULTANT** may terminate this AGREEMENT for cause upon 5 days written notice in the event the other party fails to fulfill their obligations as specified herein. In this event, the **CONSULTANT** shall be equitably compensated for all work completed under this AGREEMENT up to the point of termination.

SECTION III. SCHEDULE AND COMPENSATION

The services of the **CONSULTANT** will begin on or about **October 1, 2021**. For the services outlined herein, the **CONSULTANT** shall be compensated as follows:

Compensation shall be accomplished by means of progress billing expected to take place in accordance with the following schedule:

Project Years 3 through 4:

- 1. Conclusion of Deliverable 1 – invoicing for \$25,000, on or about 4/15 (annually)
- 2. Conclusion of Deliverable 2 – invoicing for \$25,650, on or about 7/15 (annually)
- 3. Conclusion of Deliverable 3 – invoicing for \$19,350, on or about 10/1 (annually)

Project Year 5:

- 1. Conclusion of Deliverable 1 – invoicing for \$10,500, on or about 4/15/24
- 2. Conclusion of Deliverable 2 – invoicing for \$25,650, on or about 7/15/24
- 3. Conclusion of Deliverable 3 – invoicing for \$29,350, on or about 11/1/24

All payments to the **CONSULTANT** under this AGREEMENT shall be made as follows:

- Invoicing with back-up documentation shall be submitted at the conclusion of each Deliverable as identified above.
- Payments shall be expected within 30 days of invoicing.

IN WITNESS WHEREOF: THE **CLIENT** and **CONSULTANT** have caused this AGREEMENT to be executed as of the date first above written.

ON BEHALF OF CLIENT

GADSDEN COUNTY SCHOOL DISTRICT
 35 Martin Luther King Blvd.
 Quincey, FL 32351

ON BEHALF OF THE CONSULTANT

CIC PLANNING GROUP
 250 Deerfield Glen Drive
 St. Augustine, FL 32086
 FEIN: 81-1104804

Authorized Signature

Authorized Signature

Name and Title

Natalie E. Wright, Ph.D.,
President

Name and Title

Date

Date

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8a

DATE OF SCHOOL BOARD MEETING: January 25, 2022

TITLE OF AGENDA ITEM: Purchase Order Request for Ford Crestview

DIVISION: Facilities

 This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:

Request for School Board approval to issue a purchase order for the 2021-2022 fiscal year to Ford Crestview in the amount of \$51,909.00. Attached is a copy of the purchase agreement and a description of the vehicle.

FUND SOURCE: 1100E 8100 6520 9020 10005 00000 00000

AMOUNT: \$51,909.00

PREPARED BY: Bill Hunter

POSITION: Director of Facilities

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

1 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 2

CHAIRMAN'S SIGNATURE: page(s) numbered 2

REVIEWED BY:  1/13/22

Purchase Agreement

Jeff Johnson
 Ford Crestview
 4060 S FERDON BLVD
 Crestview, FL 32536

CSV Department



Buyer	Co-Buyer	Vehicle
Gadsden County School Board William Hunter 35 Mik Jr Blvd Quincy, FL 32351 E: (850) 627-9888, C: (850) 627-9888 hunterw@gcpsmail.com		2022 Ford Super Duty F-250 SRW VIN: 1FDBF2A6XNEC18796 Stock #: JNEC18796 Mileage: Color: Oxford White

Purchase Details	
Retail Price:	\$51,902.50
Sales Price:	\$51,902.50
Savings:	\$0.00
Accessories:	\$0.00
Service Contract:	\$0.00
GAP:	\$0.00
Government Fees:	\$6.50
Proc/Doc Fees:	\$0.00
Total Taxes	\$0.00
Total Sales Price:	\$51,909.00
Trade Allowance:	\$0.00
Trade Payoff:	\$0.00
Trade Equity:	\$0.00
Rebate:	\$0.00
Cash Down:	\$0.00
Cash Price:	\$51,909.00

*Tire Fee (\$5) and Battery Fee (\$1.50)

X

 Customer Signature

X

 Manager Signature

 Date

 Date

Disclaimer:
 With Approved Credit

Printed 1/5/22 12:00 PM



Finding the Right Work Truck in Crestview

Ford Crestview: [\(850\) 641-1187](tel:+1-850-641-1187) (tel:+1-850-641-1187)

4060 S. Ferdon Blvd, Crestview, FL 32536

2022 Ford F-250 Regular Cab 4x2, Warner Select Pro Service Body (Stock #JNEC18796)



Photos may be stock images.



Photos may be stock images.

Price \$51,909

Contact Ford Crestview for more info.

[\(850\) 641-1187](tel:+1-850-641-1187) (tel:+1-850-641-1187)

Vehicle available NOW in Crestview, FL


Vehicle Notes

*****FLEET UNIT***** GVWR:
10,000 lb Payload Package,
Order Code 600A, Power
Equipment Group (Advanced
Security Pack, Power Front
Seat Windows, Remote ...

Chassis Details

Stock Number	JNEC18796
Stock Type	New
Year	2022
Make	Ford
Model	F-250
Class	2

Body Details

Manufacturer	
Body Type	Service Body
Body Line	Select Pro
Body Model	WS2-98-M-SW-U
Body Material	Steel
Body Height	40"
Body Length	8'
Body Inside Width	49.75"

Drive Train	4x2
Wheelbase	142
Cab Type	Regular
Vehicle Trim	XL
Interior Color	Gray
Exterior Color Description	Oxford White
Engine Cylinder Count	8
Engine	6.2L 2-VALVE SOHC EFI NA V8 FLEX-FUEL (STD)
Transmission Type	Automatic
Rear Wheels	Single
Fuel Type	Gasoline
Engine Make	Ford
Engine Size (L)	6.2
Horsepower	383
Brake Type	Hydraulic
Cab Style	Conventional

Compartment Depth	15"
Has Mud Flaps	Yes
Trailer Plug Description	7-Way Wiring

Select Pro Features

The Select Pro features an innovative body with flush-mounted doors and a Warner Bodies stainless steel concealed hinging system. With an aerodynamic rounded top, the industry leading Select Pro provides more storage, better security and improved durability at a value driven price.

Disclaimer:

While we make every effort to ensure the data listed here is correct, there may be instances where some of the factory rebates, incentives, options or vehicle features may be listed incorrectly as we get data from multiple data sources. PLEASE MAKE SURE to confirm the details of this vehicle (such as what factory rebates you may or may not qualify for) with the dealer to ensure its accuracy. Dealer cannot be held liable for data that is listed incorrectly.

Although every reasonable effort has been made to ensure the accuracy of the information contained on this site, absolute accuracy cannot be guaranteed. This site, and all information and materials appearing on it, are presented to the user "as is" without warranty of any kind, either express or implied. All vehicles are subject to prior sale. Price does not include applicable tax, title, license, processing and/or documentation fees, and destination charges. ‡Vehicles shown at different locations are not currently in our inventory (Not in Stock) but can be made available to you at our location within a reasonable date from the time of your request, not to exceed one week.

Vehicle Options

Rear Wheel Drive, Tow Hitch, Power Steering, ABS, 4-Wheel Disc Brakes, Brake Assist, Steel Wheels, Tires - Front All-Season, Tires - Rear All-Season, Conventional Spare Tire, Tow Hooks, Intermittent Wipers, Variable Speed Intermittent Wipers, Daytime Running Lights, Automatic Headlights, AM/FM Stereo, MP3 Player, Steering Wheel Audio Controls, Bluetooth Connection, Telematics, Auxiliary Audio Input, Smart Device Integration, Requires Subscription, Adjustable Steering Wheel, Trip Computer, WiFi Hotspot, A/C, Vinyl Seats, Split Bench Seat, Driver Adjustable Lumbar, Passenger Vanity Mirror, Remote Engine Start, Requires Subscription, Trip Computer, Engine Immobilizer, Traction Control, Stability Control, Traction Control, Front Side Air Bag, Tire Pressure Monitor, Driver Air Bag, Passenger Air Bag, Passenger Air Bag On/Off Switch, Front Head Air Bag, Driver Restriction Features, Back-Up Camera

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8b

DATE OF SCHOOL BOARD MEETING: January 25, 2022

TITLE OF AGENDA ITEM: Purchase Order Request for Brooks Building Solutions

DIVISION: Facilities

 This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:

Request for School Board approval to issue a purchase order for the 2021-2022 fiscal year to Brooks Building Solutions in the amount of \$181,173.00. Attached is a copy of the proposal for labor and materials for the replacement of Chiller #3.

FUND SOURCE: ESSE4 Project

AMOUNT: \$181,173.00

PREPARED BY: Bill Hunter

POSITION: Director of Facilities

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

1 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 3

CHAIRMAN'S SIGNATURE: page(s) numbered 3

REVIEWED BY:  1/13/22



Certified Proposal Number: R200401-FL-312986
Gadsden County School District OMNIA Member ID: 942540

PROPOSAL

Gadsden County School District
Bill Hunter
Gadsden County High School - Chiller 3 Replacement
November 15, 2021

We propose to furnish the following equipment and services for the above referenced project. Upon approval of Customer's credit check, Brooks Building Solutions (BBS) will invoice for 50% of the project amount for material purchase and mobilization. The project will not commence until the payment of the 50% invoice has been deposited by BBS. Brooks Building Solutions standard TERMS AND CONDITIONS apply to this proposal and price quotation.

Scope of Work:

- Mobilization of tools and material to site.
- Perform inspection of the existing work area prior to commencing any work.
- Perform lock out tag out unit chiller for replacement.
- Disconnect electrical, controls, and piping from existing chiller.
- Provide all necessary crane and rigging for chiller replacement.
- Rig and remove existing chiller from chiller yard.
- Rig and set (1) new Daikin AGZ226E chiller at chiller yard.
- Provide labor and material to extend existing chilled water piping and connect to new chiller (Piping to be sch 40 carbon steel welded pipe to match existing).
- Provide labor and material to install necessary pipe fittings, gauges, and thermometers in chilled water piping for new Daikin Chiller.
- Provide labor and material to insulate new chilled water piping, insulation to be foam glass with aluminum jacketing to match existing.
- Current Chiller pad will need to be extended to accommodate size of new chiller (Pad extension will be performed Gadsden County).
- Provide Daikin Factory startup of chiller and verify operation

Equipment Description:

(1) Daikin Applied Air Cooled Scroll Chiller, each complete with:

- Unit Tag(s): CH-3
- Model: AGZ226E.
- Chiller Capacity: 212.0 tons
- Two independent refrigeration circuits; six total compressors
- Replaceable filter dryer with discharge & liquid valves, no HGBP
- Single layer insulation to suction at each compressor
- Microchannel (epoxy coating) on condenser coils
- Electronic Expansion Valve
- Condenser coil louvers

- Thermal dispersion flow indicator
- MT III comm module for chiller, BACnet MS/TP communication card
- 460/3/60 single point electric disconnect switch & circuit protection
- 5-year entire unit parts, warranty provided by Daikin Applied per their standard terms and conditions

This proposal does not include:

- Anything not specifically listed above
- Overtime or weekend work
- Extension of chiller pad

Price: _____ **\$181,173.00**

- This proposal is only valid for thirty (15) days from the date of issue.
- Full freight is allowed, and all applicable taxes are included.

TERMS AND CONDITIONS

This agreement is subject to the **TERMS AND CONDITIONS** included in this Proposal.

Brooks Building Solutions

GADSDEN COUNTY SCHOOL DISTRICT

Dustin Morgan

Dustin Morgan

Date: 11/15/2021

Date: _____

EXHIBIT C

BROOKS BUILDING SOLUTIONS TERMS AND CONDITIONS

Revised: March 16, 2021

THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE FROM TIME TO TIME, WITHOUT NOTICE, IN THE SOLE DISCRETION OF BROOKS BUILDING SOLUTIONS, INC. ("BBS" OR "WE", "US", "OUR"). CHANGES AND AMENDMENTS TO THESE TERMS AND CONDITIONS WILL BE POSTED TO OUR WEBSITE (<https://brookssolutions.net/about/terms-and-conditions/>). YOU WILL RECEIVE NO OTHER NOTICE OF CHANGES OR AMENDMENTS TO THESE TERMS AND CONDITIONS. These Terms and Conditions posted on our website shall govern and take precedence over any other version of Terms and Conditions that may be included in any other Agreement (as defined below).

General

1. **Application.** These Terms and Conditions ("Terms") apply to any sale of equipment, materials, parts, or supplies ("Goods") and/or services ("Services") sold and furnished by BBS (together, the "Goods and Services") and covered by any BBS proposal, purchase order, invoice, service agreement and/or other agreement (which, when combined with these Terms and any other documents incorporated by reference, will constitute the "Agreement"). As used herein, the term "Customer" refers to any party who enters into an Agreement with BBS by which BBS agrees to sell or furnish Goods and Services to such party and acceptance of these Terms is an express condition of such a sale.
2. **Payment and Taxes.** Payment of any invoice issued by BBS in connection with this Agreement shall be due upon receipt. BBS reserves the right to require cash payment or other alternative method of payment prior to completion of work if BBS determines, in its sole discretion, that the Customer's financial condition at any time justifies such payment. BBS reserves the right to suspend or terminate the Services anytime payments have not been paid in accordance with this Agreement. In addition to the contract price, the Customer shall pay BBS any applicable taxes or government charges which may be required in connection with the service or material furnished under this Agreement. Payments not received within thirty (30) days of the date due, BBS shall accrue interest at the rate of 1.5% per month until paid.
3. **Customer's Covenants and Obligations.** Customer covenants and agrees, at all times during the term hereof, to:
 - (a) Provide a safe work environment.
 - (b) Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service;
 - (c) Keep areas adjacent to Goods free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified Service;
 - (d) Promptly notify BBS of any unusual operating conditions.
 - (e) Upon mutual agreement of a timely schedule, allow BBS to stop and start equipment as necessary to perform Service.
 - (f) Provide the daily, routine, equipment operation (if not part of this Agreement) including availability of routine Equipment log readings.
 - (g) Operate the equipment properly and in accordance with instructions; and
 - (h) Assume responsibility and pay extra for all service and material required for repair or replacement due to electrical power failure, low voltage, power surges, burned out main or branch fuses, or low water pressure or water damage.
4. **Hazardous Materials.** BBS is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, mold, or products or materials containing asbestos, mold, or similar hazardous substances. In the event that BBS encounters any asbestos, mold product or any hazardous material in the course of performing its work, BBS may suspend its work and remove its employees from the project site until such product or material, and any hazards connected with it, are abated. BBS shall receive an extension of time to complete its work and compensation for delays encountered as a result of such hazardous materials.
5. **BBS Devices.** During the Term and in combination with certain services, BBS may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) (each a "BBS Device") that shall remain the sole property of BBS. No BBS Device installed or attached to real property shall become a fixture thereof. Customer shall not acquire any right, title or interest in or to a BBS Device.
6. **Force Majeure.** Neither party shall have any liability hereunder for delays caused occasioned by a Force Majeure. As used herein, "Force Majeure" shall mean an event, casualty, occurrence, condition, or circumstance of any kind or nature reasonably beyond the control of either party, having a direct, material adverse effect on a party's ability to perform any of its obligations under this Agreement, in full or in part and which, with the exercise of due care, such party could not reasonably have been expected to avoid, including, without limitation, compliance in good faith with any applicable domestic or foreign government regulation or order whether or not it proves to be invalid, acts of God, acts or omissions of any governmental authority, war, blockage, insurrection, riot, sabotage, terrorist activity, fire, explosion, flood, nuclear emergency, epidemic, landslide, earthquake, or similar cataclysmic occurrence, hurricane, or tornado.
7. **Termination.**
 - (a) **Early Termination by Customer.** Customer shall have the right to terminate this Agreement upon a breach of BBS' obligations hereunder which is not cured within thirty (30) days following written notice and opportunity to cure.
 - (b) **Early Termination by BBS.** BBS shall have the right to terminate this Agreement upon any breach of Customer's obligations hereunder that is not cured within thirty (30) days following written notice and opportunity to cure. BBS shall have the right to immediately terminate this Agreement upon the commencement of any voluntary or involuntary proceedings in bankruptcy or receivership by or against Customer, or in the event Customer shall become insolvent, make a general assignment for the benefit of creditors, or shall fail to pay its debts as and when they become due.
 - (c) **Effect of Termination or Expiration.** Upon early termination or expiration of this Agreement, BBS shall be given immediate access to Customer locations to disconnect and remove any BBS personal proprietary property or devices as well as remove all BBS owned parts, tools and personal property. Additionally, Customer agrees to pay BBS for all costs incurred by BBS in connection with this Agreement through the effective date of termination.
8. **Non-Solicitation.** Customer shall not, for whatever reason, directly or indirectly, whether for its or his own account or for the account of any other person or entity: (i) employ or engage any employee of BBS (each a "BBS Employee"), solicit for employment or engagement a BBS Employee, or encourage a BBS Employee to leave his or her employment or engagement at BBS; or (ii) in any way interfere with the relationship between BBS and any BBS Employee working at BBS. Should Customer employ or engage any BBS Employee, Customer shall pay to BBS liquidated damages of two (2) times the annual salary of such BBS Employee. The parties agree that in the event a BBS Employee is employed or engaged by Customer, BBS will suffer damages which are difficult to ascertain and that such amount is a reasonable estimate of BBS' damages and is not a penalty.
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Page 3 of 5

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Tallahassee | 2815-1 Industrial Plaza Dr. | Tallahassee, FL 32301 | P 850.701.2350 | F 850.701.2355

FL CA C058729 HVAC EQUIPMENT | BUILDING AUTOMATION | ENERGY SOLUTIONS | SERVICE | PARTS GA CN 209606

2018.06.01

PURPOSE OF ANY LIMITED REMEDY. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE THEN BBS' LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW.

10. **Claims.** Any claim arising from the performance or non-performance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise, shall be brought pursuant to Section 11, within one (1) year from the date the claim arose.

11. **Disputes.** Any controversy or claim (each a "Dispute") arising out of or relating to this Agreement, or the breach thereof, which cannot be settled by good faith negotiation between the parties hereto, shall be settled in accordance with the following:

(a) **Mediation.** The parties shall endeavor to settle the Dispute by mediation in accordance with the then current mediation rules of the American Arbitration Association ("AAA"). The mediation process shall be initiated by a party giving a Notice of Request for Mediation ("Request") to the other party, specifying the scope of the requested mediation. If the parties are unable to agree upon a mediator within ten (10) days of the date of the Request, then they shall request AAA to appoint a mediator, and the parties hereby agree to such mediator's service. The mediator's compensation and expenses shall be advanced equally by the parties. The place of mediation shall be Jacksonville, Florida, at any location as the mediator directs, having due regard for the convenience of the parties and of the mediator. All applicable statutes of limitation shall be tolled during the existence of any AAA mediation under this Section 11(a).

(b) **Arbitration.** If the Dispute has not been resolved pursuant to Section 11(a) within ninety (90) days of the commencement of such procedure (this period may be extended by mutual agreement), which commencement is a condition precedent to the initiation of proceedings under this Section 11(b), or if either party will not continue with said procedure, then the Dispute, including the arbitrability of the Dispute or any issue, shall be settled by binding arbitration in accordance with then current Construction Industry Arbitration Rules of AAA by a sole arbitrator appointed by the parties, or if the parties cannot agree upon an arbitrator, by an arbitrator appointed by AAA. The arbitrator shall have experience in the construction industry and shall have served previously as an adjudicator of business disputes. Pending final award, arbitrator compensation and expenses shall be advanced equally by all parties. The arbitration shall be governed by the United States Arbitration Act, to the exclusion of any provisions of State law inconsistent therewith or that would produce a different result. The place of arbitration shall be Jacksonville, Florida, at any location as the arbitrator directs, having due regard of the convenience of the parties, of witnesses and of the arbitrator. The arbitrator shall determine the rights and obligations of the parties according to the substantive laws of the State of Florida, excluding conflict of law principles, and shall give effect to applicable statutes of limitation. The arbitrator may consolidate arbitrations involving common questions of law or fact. The arbitrator may make any order to protect a party or person from annoyance, embarrassment, oppression or undue burden or expense that justice requires. The arbitrator may make final, interim, interlocutory and partial awards, and may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of the agreement of the parties, including but not limited to specific performance and the awarding of attorneys' fees and costs to the prevailing party. The arbitrator is not empowered to award damages in excess of liquidated or actual damages, whichever is applicable, nor is the arbitrator empowered to award punitive or consequential damages. Judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction.

12. **Entire Agreement.** This Agreement (including the documents referred to herein) constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, with respect to the subject matter hereof.

13. **Succession and Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. Customer may not assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of BBS.

Service (Mechanical, Controls, Electrical) and Repairs

These Service and Repairs Terms ("Services Terms") incorporate in their entirety by this reference Sections 1 through 13 above and include the following:

14. **Working Hours.** All Services, including major repairs, will be performed between 8 a.m. to 5 p.m. Monday through Friday unless otherwise agreed. Services performed outside of the foregoing hours shall be billed at the Overtime Rate or Holiday Rate, as applicable. As used herein, the "Overtime Rate" shall mean one and one-half (1 1/2) times the standard rate. The "Holiday Rate" shall mean two (2) times the standard rate and shall apply to all Services performed at any time on a federal holiday.

15. **Response Time.** BBS will use commercially reasonable efforts to respond to all calls within a four (4) hour time period.

16. **Additional Service.** Additional services or parts requested by Customer will be provided upon receipt of Customer's written authorization and invoiced at BBS' prevailing labor rate for the service area, plus mileage and consumables. In the event BBS is required to make any repairs, replacements, or emergency calls occasioned by improper operation or misuse of the Goods or any cause beyond BBS' control, including but not limited to thermostat setting, air balancing or equipment resetting, Customer shall reimburse BBS for all expenses incurred in making such repairs, replacements, or emergency calls.

17. **Repair or Replacement.** Notwithstanding any warranty provisions, BBS shall not be responsible for repair or replacement of any heating, ventilation, and air conditioning ("HVAC") or energy management and control systems ("EMCS") equipment that is damaged by any disaster or weather catastrophes (i.e., floods, tornados, hurricanes, etc.), vandalism, acts of God, other contractors, maintenance personnel, tenants, or any other party. BBS shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authorities. However, in the event any such recommendations occur, BBS, at its option, may submit a proposal to Customer for performance of such work. BBS shall not be required to repair or replace equipment that has not been properly maintained.

18. **Warranty.** For a period of ninety (90) days from the date of final approval of the Work (the "Warranty Period"), BBS warrants to Customer that materials and equipment furnished under this Agreement will be of good quality and new unless otherwise required or permitted by the Agreement, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Agreement. BBS's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by BBS, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. BBS does not warrant any appliances or the heating and air conditioning equipment. Customer agrees to rely solely on the warranty of the respective manufacturers of such equipment. THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED EXCEPT AS SEPCIFICALLY PROVIDED IN THIS SECTION.

19. **Equipment Condition and Recommended Service.** Upon any scheduled operating and/or stop inspection should BBS determine the need for repairs or replacement, BBS will provide the Customer in writing an "Equipment Condition" report, in addition to this Agreement, which includes recommendations for corrections and the price for repairs. In the event BBS recommends certain Services or repairs, and the Customer does not elect to have such Services properly performed in a timely fashion, BBS shall not be responsible for any resulting Equipment or control failures, operability and any long-term damage that may result. BBS at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such Equipment from this Agreement, adjusting the price accordingly

Controls, Electrical and Service Projects

These Construction Terms ("Construction Terms") incorporate in their entirety by this reference Sections 1 through 13 above and include the following:

20. **The Work.** BBS will supervise, perform and direct construction services in connection with a separate written construction agreement executed by BBS and Customer (the "Work"). The Work will be performed using BBS's best efforts, skill and attention. BBS shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Agreement in accordance with best industry practices, unless the Agreement provides other specific instructions concerning these matters. BBS shall perform the Work in a good and workmanlike manner consistent with best industry standards in full compliance with all applicable governmental laws, codes and regulations, and shall prosecute such Work through to completion with reasonable due diligence and continuity.
21. **Provision and Payment.** Unless otherwise provided, BBS shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
22. **Warranty.** For a period of one (1) year from the date of final approval of the Work (the "Warranty Period"), BBS warrants to Customer that materials and equipment furnished under this Agreement will be of good quality and new unless otherwise required or permitted by the Agreement, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Agreement. BBS's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by BBS, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. BBS does not warrant any appliances or the heating and air conditioning equipment. Customer agrees to rely solely on the warranty of the respective manufacturers of such equipment. THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED EXCEPT AS SEPCIFICALLY PROVIDED IN THIS SECTION.
23. **Fees and Taxes.** Unless otherwise provided, BBS shall pay all sales, consumer, use, and other similar taxes that have been legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect, and shall secure and pay for the permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.
24. **Condition of Site.** BBS shall keep the work site and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the Work, BBS shall remove from and about the work site waste materials, rubbish, BBS's tools, construction equipment, machinery and surplus materials.
25. **Access and Instructions.** BBS shall provide Customer access to the Work in preparation and progress wherever located. BBS shall comply with all reasonable instructions and requirements of Customer provided same are not inconsistent with this Agreement.

Equipment and Parts

These Parts Terms ("Parts Terms") incorporate in their entirety by this reference Sections 1 through 13 above and include the following specific provisions:

26. **Condition of Goods.** Customer represents and warrants to BBS that the Goods are in proper working condition upon execution of the Agreement. BBS may inspect the Goods within sixty (60) days of the effective date of the Agreement (unless such inspection cannot be performed due to seasonal or other conditions, in which case BBS shall have sixty (60) days from the first date on which such inspection is able to be performed) and inform Customer in writing of any malfunctions or defects in the Goods. BBS shall make recommendations and assist Customer in restoring the Goods to proper operating condition, however, Customer shall be solely responsible for all costs associated with such restoration.
27. **Suitability.** Before using any Goods, Customer shall determine the suitability of such Goods for Customer's intended use. Customer shall assume all risk and liability whatsoever resulting from the use of the Goods.
28. **Material and Workmanship Warranty.**
 - (a) **Sole Express Warranty.** BBS warrants that the Goods conform to BBS' proposal and any specifications directly incorporated into the Agreement. Parts sold by BBS are new and warranted against defects in material and workmanship in accordance with the terms and conditions of the Original Equipment Manufacturer ("OEM") warranty.
 - (b) **Exclusive Remedy.** In the event of a defect in material or BBS' workmanship, BBS' sole obligation is to repair or provide replacement parts for the Goods, at its option. All parts to be shipped F.O.B. point of manufacture. Removal and reinstallation expenses for replacement parts are the responsibility of the Customer and will be billed at BBS' then prevailing labor rates. Repair or replacement does not alter or extend limits on liability and warranty established at sale. If BBS fails to so repair or replace, BBS' liability shall not exceed the contract price of the specific defective Goods. It is agreed that there is no failure of essential purpose of this warranty so long as BBS is willing to repair or replace defective Goods.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8c

DATE OF SCHOOL BOARD MEETING: January 25, 2022

TITLE OF AGENDA ITEM: Purchase Order Request for Brooks Building Solutions

DIVISION: Facilities

 This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:

Request for School Board approval to issue a purchase order for the 2021-2022 fiscal year to Brooks Building Solutions in the amount of \$109,597.00. Attached is a copy of the proposal for labor and materials for the upgrade of Lan 1 and Lan 2 HVAC controls.

FUND SOURCE: ESSE4 Project

AMOUNT: \$109,597.00

PREPARED BY: Bill Hunter


POSITION: Director of Facilities

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

1 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 3

CHAIRMAN'S SIGNATURE: page(s) numbered 3

REVIEWED BY:  1/13/22



PROPOSAL

Gadsden County School District

Bill Hunter

Gadsden County High School - Lan 1 & Lan 2 Controls Upgrade

November 18, 2021

We propose to furnish the following equipment and services for the above referenced project. Upon approval of Customer's credit check, Brooks Building Solutions (BBS) will invoice for 50% of the project amount for material purchase and mobilization. The project will not commence until the payment of the 50% invoice has been deposited by BBS. Brooks Building Solutions standard TERMS AND CONDITIONS apply to this proposal and price quotation.

Building Automation Scope Work (Lan 1):

Large AHU's (typical of 2)

- Provide and install new controller.
- Reuse sensors & devices wires.
- Reuse valve, dampers & actuators.
- Install new communication line

VAV's (typical of 28)

- Provide and install new controller
- Reuse sensors & devices wires.
- Reuse valve, dampers & actuators.
- Install new communication line

Lighting (typical of 2)

- Provide and install new controller
- Reuse sensors & devices wires.
- Install new communication line

Building Automation Scope Work (Lan 2):

Large AHU's (typical of 2)

- Provide and install new controller.
- Reuse sensors & devices wires.
- Reuse valve, dampers & actuators.
- Install new communication line

Small AHUs (typical of 27)

- Provide and install new controller
- Reuse sensors & devices wires.
- Reuse valve, dampers & actuators.
- Install new communication line

Lighting (typical of 2)

- Provide and install new controller
- Reuse sensors & devices wires.
- Install new communication line

Engineering & Project Management:

- Coordination of parts and scheduling.
- AutoCAD wiring diagrams.
- All required DDC programming
- All required DDC graphics

Installation, Job Checkout:

- Low voltage wiring installed in conduit in mechanical spaces and where required by code
- Low voltage wiring installed using plenum cable in concealed accessible spaces
- Checkout, Test & Start-up of Controls System.
- Customer Training

Exclusions:

- Installation of sensors, wells, or devices in Piping
- Installation of sensors, dampers, or devices in Ductwork
- Wiring voltages 110VAC or over.

LAN-1 Price: _____ **\$55,670.00**
LAN-2 Price: _____ **\$53,927.00**

- This proposal is only valid for fifteen (15) days from the date of issue.
- Full freight is allowed, and all applicable taxes are included.
- For payments made by credit card, a 3.2% fee will be added to the total price above (per transaction)

TERMS AND CONDITIONS

This agreement is subject to the **TERMS AND CONDITIONS** included in this Proposal.

Brooks Building Solutions

Gadsden County School District

Dustin Morgan _____

Dustin Morgan _____

Date: 11/18/2021

Date: _____

EXHIBIT C

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Revised: March 16, 2021

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10. **Claims.** Any claim arising from the performance or non-performance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise, shall be brought pursuant to Section 11, within one (1) year from the date the claim arose.

11. **Disputes.** Any controversy or claim (each a "Dispute") arising out of or relating to this Agreement, or the breach thereof, which cannot be settled by good faith negotiation between the parties hereto, shall be settled in accordance with the following:

(a) **Mediation.** The parties shall endeavor to settle the Dispute by mediation in accordance with the then current mediation rules of the American Arbitration Association ("AAA"). The mediation process shall be initiated by a party giving a Notice of Request for Mediation ("Request") to the other party, specifying the scope of the requested mediation. If the parties are unable to agree upon a mediator within ten (10) days of the date of the Request, then they shall request AAA to appoint a mediator, and the parties hereby agree to such mediator's service. The mediator's compensation and expenses shall be advanced equally by the parties. The place of mediation shall be Jacksonville, Florida, at any location as the mediator directs, having due regard for the convenience of the parties and of the mediator. All applicable statutes of limitation shall be tolled during the existence of any AAA mediation under this Section 11(a).

(b) **Arbitration.** If the Dispute has not been resolved pursuant to Section 11(a) within ninety (90) days of the commencement of such procedure (this period may be extended by mutual agreement), which commencement is a condition precedent to the initiation of proceedings under this Section 11(b), or if either party will not continue with said procedure, then the Dispute, including the arbitrability of the Dispute or any issue, shall be settled by binding arbitration in accordance with then current Construction Industry Arbitration Rules of AAA by a sole arbitrator appointed by the parties, or if the parties cannot agree upon an arbitrator, by an arbitrator appointed by AAA. The arbitrator shall have experience in the construction industry and shall have served previously as an adjudicator of business disputes. Pending final award, arbitrator compensation and expenses shall be advanced equally by all parties. The arbitration shall be governed by the United States Arbitration Act, to the exclusion of any provisions of State law inconsistent therewith or that would produce a different result. The place of arbitration shall be Jacksonville, Florida, at any location as the arbitrator directs, having due regard of the convenience of the parties, of witnesses and of the arbitrator. The arbitrator shall determine the rights and obligations of the parties according to the substantive laws of the State of Florida, excluding conflict of law principles, and shall give effect to applicable statutes of limitation. The arbitrator may consolidate arbitrations involving common questions of law or fact. The arbitrator may make any order to protect a party or person from annoyance, embarrassment, oppression or undue burden or expense that justice requires. The arbitrator may make final, interim, interlocutory and partial awards, and may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of the agreement of the parties, including but not limited to specific performance and the awarding of attorneys' fees and costs to the prevailing party. The arbitrator is not empowered to award damages in excess of liquidated or actual damages, whichever is applicable, nor is the arbitrator empowered to award punitive or consequential damages. Judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction.

12. **Entire Agreement.** This Agreement (including the documents referred to herein) constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, with respect to the subject matter hereof.

13. **Succession and Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. Customer may not assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of BBS.

Service (Mechanical, Controls, Electrical) and Repairs

These Service and Repairs Terms ("Services Terms") incorporate in their entirety by this reference Sections 1 through 13 above and include the following:

14. **Working Hours.** All Services, including major repairs, will be performed between 8 a.m. to 5 p.m. Monday through Friday unless otherwise agreed. Services performed outside of the foregoing hours shall be billed at the Overtime Rate or Holiday Rate, as applicable. As used herein, the "Overtime Rate" shall mean one and one-half (1 1/2) times the standard rate. The "Holiday Rate" shall mean two (2) times the standard rate and shall apply to all Services performed at any time on a federal holiday.

15. **Response Time.** BBS will use commercially reasonable efforts to respond to all calls within a four (4) hour time period.

16. **Additional Service.** Additional services or parts requested by Customer will be provided upon receipt of Customer's written authorization and invoiced at BBS' prevailing labor rate for the service area, plus mileage and consumables. In the event BBS is required to make any repairs, replacements, or emergency calls occasioned by improper operation or misuse of the Goods or any cause beyond BBS' control, including but not limited to thermostat setting, air balancing or equipment resetting, Customer shall reimburse BBS for all expenses incurred in making such repairs, replacements, or emergency calls.

17. **Repair or Replacement.** Notwithstanding any warranty provisions, BBS shall not be responsible for repair or replacement of any heating, ventilation, and air conditioning ("HVAC") or energy management and control systems ("EMCS") equipment that is damaged by any disaster or weather catastrophes (i.e., floods, tornados, hurricanes, etc.), vandalism, acts of God, other contractors, maintenance personnel, tenants, or any other party. BBS shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authorities. However, in the event any such recommendations occur, BBS, at its option, may submit a proposal to Customer for performance of such work. BBS shall not be required to repair or replace equipment that has not been properly maintained.

18. **Warranty.** For a period of ninety (90) days from the date of final approval of the Work (the "Warranty Period"), BBS warrants to Customer that materials and equipment furnished under this Agreement will be of good quality and new unless otherwise required or permitted by the Agreement, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Agreement. BBS's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by BBS, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. BBS does not warrant any appliances or the heating and air conditioning equipment. Customer agrees to rely solely on the warranty of the respective manufacturers of such equipment. THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION.

19. **Equipment Condition and Recommended Service.** Upon any scheduled operating and/or stop inspection should BBS determine the need for repairs or replacement, BBS will provide the Customer in writing an "Equipment Condition" report, in addition to this Agreement, which includes recommendations for corrections and the price for repairs. In the event BBS recommends certain Services or repairs, and the Customer does not elect to have such Services properly performed in a timely fashion, BBS shall not be responsible for any resulting Equipment or control failures, operability and any long-term damage that may result. BBS at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such Equipment from this Agreement, adjusting the price accordingly

Controls, Electrical and Service Projects

These Construction Terms ("Construction Terms") incorporate in their entirety by this reference Sections 1 through 13 above and include the following:

20. **The Work.** BBS will supervise, perform and direct construction services in connection with a separate written construction agreement executed by BBS and Customer (the "Work"). The Work will be performed using BBS's best efforts, skill and attention. BBS shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Agreement in accordance with best industry practices, unless the Agreement provides other specific instructions concerning these matters. BBS shall perform the Work in a good and workmanlike manner consistent with best industry standards in full compliance with all applicable governmental laws, codes and regulations, and shall prosecute such Work through to completion with reasonable due diligence and continuity.
21. **Provision and Payment.** Unless otherwise provided, BBS shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
22. **Warranty.** For a period of one (1) year from the date of final approval of the Work (the "Warranty Period"), BBS warrants to Customer that materials and equipment furnished under this Agreement will be of good quality and new unless otherwise required or permitted by the Agreement, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Agreement. BBS's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by BBS, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. BBS does not warrant any appliances or the heating and air conditioning equipment. Customer agrees to rely solely on the warranty of the respective manufacturers of such equipment. THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED EXCEPT AS SEPCIFICALLY PROVIDED IN THIS SECTION.
23. **Fees and Taxes.** Unless otherwise provided, BBS shall pay all sales, consumer, use, and other similar taxes that have been legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect, and shall secure and pay for the permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.
24. **Condition of Site.** BBS shall keep the work site and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the Work, BBS shall remove from and about the work site waste materials, rubbish, BBS's tools, construction equipment, machinery and surplus materials.
25. **Access and Instructions.** BBS shall provide Customer access to the Work in preparation and progress wherever located. BBS shall comply with all reasonable instructions and requirements of Customer provided same are not inconsistent with this Agreement.

Equipment and Parts

These Parts Terms ("Parts Terms") incorporate in their entirety by this reference Sections 1 through 13 above and include the following specific provisions:

26. **Condition of Goods.** Customer represents and warrants to BBS that the Goods are in proper working condition upon execution of the Agreement. BBS may inspect the Goods within sixty (60) days of the effective date of the Agreement (unless such inspection cannot be performed due to seasonal or other conditions, in which case BBS shall have sixty (60) days from the first date on which such inspection is able to be performed) and inform Customer in writing of any malfunctions or defects in the Goods. BBS shall make recommendations and assist Customer in restoring the Goods to proper operating condition, however, Customer shall be solely responsible for all costs associated with such restoration.
27. **Suitability.** Before using any Goods, Customer shall determine the suitability of such Goods for Customer's intended use. Customer shall assume all risk and liability whatsoever resulting from the use of the Goods.
28. **Material and Workmanship Warranty.**
- (a) **Sole Express Warranty.** BBS warrants that the Goods conform to BBS' proposal and any specifications directly incorporated into the Agreement. Parts sold by BBS are new and warranted against defects in material and workmanship in accordance with the terms and conditions of the Original Equipment Manufacturer ("OEM") warranty.
- (b) **Exclusive Remedy.** In the event of a defect in material or BBS' workmanship, BBS' sole obligation is to repair or provide replacement parts for the Goods, at its option. All parts to be shipped F.O.B. point of manufacture. Removal and reinstallation expenses for replacement parts are the responsibility of the Customer and will be billed at BBS' then prevailing labor rates. Repair or replacement does not alter or extend limits on liability and warranty established at sale. If BBS fails to so repair or replace, BBS' liability shall not exceed the contract price of the specific defective Goods. It is agreed that there is no failure of essential purpose of this warranty so long as BBS is willing to repair or replace defective Goods.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8d

DATE OF SCHOOL BOARD MEETING: January 25, 2022

TITLE OF AGENDA ITEM: Purchase Order Request for Clemons, Rutherford and Associates, Inc.

DIVISION: Facilities

 This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:

Request for School Board approval to issue a purchase order for the 2021-2022 fiscal year to Clemons, Rutherford and Associates in the amount of \$123,026.50. Attached is a copy of the proposal for architectural and engineering services for HVAC replacement for 38 classrooms at Stewart Street Elementary.

FUND SOURCE: ESSE4 Project

AMOUNT: \$123,026.50

PREPARED BY: Bill Hunter

POSITION: Director of Facilities

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

1 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 3

CHAIRMAN'S SIGNATURE: page(s) numbered 3

REVIEWED BY:  1/13/22



November 29, 2021

ESSER II

Mr. Bill Hunter
Gadsden Co Public Schools
35 Martin Luther King, Jr. Blvd
Quincy, FL 32351

**RE: Gadsden County Schools – Stewart Elementary School
Task Order/Proposal for A/E Services to Replace HVAC Systems**

Dear Mr. Hunter:

Thank you for utilizing Clemons, Rutherford & Associates for your architectural and engineering needs. We are pleased to offer the following proposal for your review and consideration.

General Project Description:

- Location – Stewart Street Elementary School, Quincy, FL
- Replace existing HVAC system with new unitary, ductless split, or similar system
- Number of Classrooms to have HVAC replaced, 38
- Change in occupancy use to Business/Office
- Preliminary estimate for Cost of the Work - \$1,121,000

General Scope of Services:

- Meet with Client to review scope and schedule
- Prepare construction documents as needed for bidding
 - o Floor plans
 - o Mechanical plans
 - o Electrical plans
 - o Schedules, details, and specifications
- Documents to be review with Client prior to issuing for bidding/pricing
- Assist with bid review
- Provide standard Contract Administrative services
 - o Review shop drawings and product data
 - o Progress site visits
 - o Review Pay Applications
 - o Complete Substantial/final Inspections
- See attached H2 Engineering proposal for additional information on scope and limitations.

Excluded Scope:

- Plumbing design, fire protection design, electrical design (accept as required for new HVAC), fire alarm design, telecommunications design, security/access control design, A/V design, architectural design, interior design.
- Life Cycle Cost Analysis
- Asbestos survey

Fees:

Basic Services Fee
 As a percentage of Cost of the Work:9.65%
 Estimated Basic Services Fee, (\$1,121,000 x 9.65%):\$108,176.50*

Additional Services	
Architectural existing base drawings:	\$ 5,000.00
Mechanical/Electrical base drawings, (\$7,600.00 x 1.1):	\$ 8,360.00
Energy Form. (\$900 x 1.1):	\$ 990.00
Expenses:	\$ 500.00
Estimated Total:	\$123,026.50

*Actual Cost of the Work to be used to determine fee once known.

Payment Schedule:

Basic Services

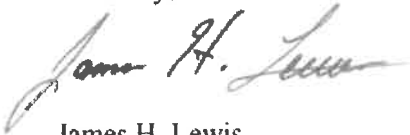
Design Development,	20% of fee
50% CD's,	30% of fee
Construction Documents,	30% of fee
Bidding/Pricing,	5% of fee
Construction Administration,	15% of fee
Total,	100%

Additional Services

Billed as accrued and/or completed

If you need any additional information concerning this proposal, please do not hesitate to contact me.

Sincerely,



James H. Lewis
 Production Manager / Architect
 LEED AP

Authorization By:

Signature _____

Title _____

Date _____

Attachment: H2 Exhibit A, dated 11-23-21



EXHIBIT A – Scope of Services

A1 PROJECT UNDERSTANDING/BACKGROUND

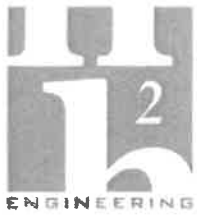
- .1 The project consists of the conversion of the existing Stewart Street Elementary School classrooms wings into functional open office space. The scope will include the conversion of 38 classrooms into office space, with HVAC replacements and associated electrical upgrades for new equipment and receptacles. No scope of work is included for replacing lighting, plumbing, fire suppression systems or fire alarm system. Proposal is based on a MEP construction cost of \$1,121,000.

A2 PRE-DESIGN

- .1 Review of existing as-built plans.
- .2 Site investigation to survey existing conditions, locations and type of MEP systems.
- .3 Development of as-built condition drawings depicting surveyed conditions as necessary for demolition drawings; base plans will be provided by the CLIENT.
- .4 Meetings
 - .a Meet with project stakeholders to ascertain project requirements.
 - .b Meet with OWNER's user groups to determine MEP requirements for spaces.
- .5 Assist project team with design considerations associated with MEP facilities.

A3 DESIGN PHASE

- .1 Coordination
 - .a Coordinate MEP construction drawings and technical specifications with CLIENT.
- .2 HVAC design
 - .a Space cooling/heating provided by unitary air cooled, direct expansion split system, packaged equipment or ductless split system.
 - .b Split system dedicated outside air system to provide code required ventilation and dehumidification. System will be designed for use with 100% outside air inclusive of hot gas reheat for temperature control.
 - .c Demolition/Renovation of existing systems to accommodate space modifications.
 - .d Air distribution modifications to accommodate space modifications.
 - .e Specifications for testing, adjusting and balancing for remodeled area.
- .3 Plumbing design
 - .a Not included.



- .4 Fire protection design
 - .a Not included.
- .5 Electrical design
 - .a Raceway distribution system including conduits, boxes and pull strings for power systems.
 - .b Power distribution to new mechanical equipment.
 - .c Modifications to existing receptacles for new office space configuration.
- .6 Fire alarm design
 - .a Not included.
- .7 Telecommunications design
 - .a Raceway distribution system including cable tray, conduits, boxes and pull strings.
- .8 Security/access control design
 - .a Raceway distribution system including cable tray, conduits, boxes and pull strings.
- .9 Audio/visual systems design
 - .a Raceway distribution system including cable tray, conduits, boxes and pull strings.
- .10 Permitting
 - .a Response to Reviewing Authority comments.
- .11 Deliverables
 - .a The following submittals are included for the design phase:
 - .1 Design Development
 - .2 50% Construction Documents
 - .3 Construction Documents
 - .b An electronic copy of each submittal will be provided. Electronic format will be in portable document format (*.pdf).

A4 BIDDING PHASE

- .1 In-office consultation during bidding period.
- .2 Response to contractor pre-bid RFI's.
- .3 Preparation of addenda (if required).



A5 CONSTRUCTION PHASE

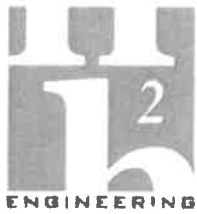
- .1 Construction phase services to determine, in general, that the work being performed by the Contractor is in accordance with the contract documents.
 - .a ENGINEER shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, these being the sole responsibility of the Contractor.
- .2 Review of materials associated with design phase scope.
 - .a Electronic shop drawing submittals in PDF format.
- .3 In-office consultation during construction period for work associated with design phase scope.
- .4 Response to contractor RFI's.
- .5 Two site trips to review construction progress. Site trips will be coordinated with monthly construction conferences when possible.
- .6 One site trip for substantial completion inspection.
- .7 One site trip for final inspection.
- .8 Review of closeout documents.
- .9 Provide an electronic copy of the final documents at substantial. Electronic format will be in portable document format (*.pdf).

A6 OPTIONAL SERVICES ADDITIONAL TO BASIC SERVICES

- .1 Commercial energy code compliance evaluation and documentation for building permit.
- .2 Existing Conditions Drawings
 - .a Development of existing condition drawings depicting surveyed conditions as necessary for demolition drawings and connections to existing systems; base plans will be provided by the CLIENT.

A7 CLARIFICATIONS

- .1 The ENGINEER's final work product does not include an electronic multi-dimensional model (EMM), such as Building Information Model (BIM). If the CLIENT receives a copy of the EMM from either the ENGINEER or from another entity, it is for information purposes only. The ENGINEER will not provide a sealed, signed, and dated version of the EMM, as the ENGINEER does not intend or consider it to be final work product which is required to be sealed, signed, and dated.



A8 EXCLUSIONS

- .1 Cost estimates
- .2 Fire sprinkler system design
- .3 Voice/evacuation fire alarm system design
- .4 Security/access control system design
- .5 Television design
- .6 Audio/visual system design
- .7 Two-way radio communication enhancement system design.
- .8 LEED services
- .9 Commissioning services
- .10 Life cycle cost analysis
- .11 Testing, adjusting, & balancing (TAB) services

END OF EXHIBIT A