



Monday, July 11, 2022
USD #333 USD333 Board of Education Regular Meeting

**AGENDA FOR UNIFIED SCHOOL DISTRICT NO. 333
CLOUD COUNTY, KANSAS**

6:00 PM

USD #333 Board of Education Administrative Offices, 217 W. 7th St., Concordia, KS 66901

A. OPENING ITEMS

1. Call To Order
2. Pledge of Allegiance
3. Members Present

B. CONSENT ITEMS

1. Adopt Agenda for Meeting
2. Approval of Minutes
Minutes Regular 061622
Minutes Special 062922
3. Accept Gifts and Donations
4. Approval of Encumbrances as listed in the Superintendent's Report
5. Approval of Financial/Treasurer's Report/CapitalOne
6. Administrator/Building Reports (none in July)
7. Vote on Consent Items

C. PUBLIC COMMENTS

D. STUDENT/PATRON PARTICIPATION/RECOGNITION

E. INFORMATION/UPDATE/COMMUNICATION

1. USD333 Community Education Retreat
August 3 - 11:00 am - 2:00 pm at CES

F. EXECUTIVE SESSION

G. BOARD ACTION ITEMS

1. BOE Goals 2022-2023 (tabled from June)
Board Goals 22-23 3
2. CES Chillers (tabled from June)
Chiller replacement Quote - USD 333 CES R2 4
3. Property Acquisition
REAL ESTATE CONTRACT USD 333 Brock Sallman July 1, 2022 337 W. 10th 8
4. CES Kitchen Air Conditioner
MAU-2 Replacement Quote - USD 333 Concordia Elementary School - R2 (1) 12

H. CERTIFIED and CLASSIFIED PERSONNEL

1. 1. New Hires/Transfers/Resignations/Terminations of **CERTIFIED STAFF** for 2022-2023 School Year (if needed)

2. New Hires/Transfers/Resignations/Terminations of **CLASSIFIED STAFF** for 2022-2023 School Year (if needed)
Classified June 2022 List

16

I. **ADJOURN**

Board Goals



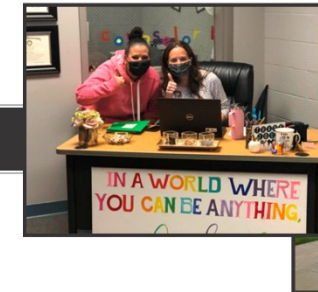
USD 333
Board of Education
Goals

Long Term Goals

1. Recruit, develop and retain high quality staff.
2. Provide quality education in a stable financial environment.
3. Develop and refine the USD 2022-2026 Strategic Plan.

Short Term Goals

1. Equip students and staff with procedures to **THRIVE** in the Post-COVID-19 Pandemic through research-based practices with social emotional growth.
2. Develop and Refine the “USD 333 Data Dashboard” to drive instruction and professional development.
3. Launch a strategic and positive Bond Campaign.
4. Commit to a progressive soft skills and civic engagement educational model for all K-12 students.
5. Commit to Kindergarten Readiness through progressive Daycare and Early Childhood initiatives.



The mission of USD 333 is to create and to maintain an environment that ensures engaged learning, effective teaching and trusting relationships, so that all members of the school community reach their highest level of academic achievement.

2021 - 2022

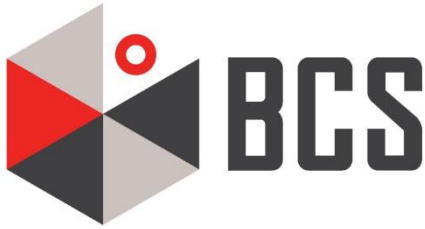
Long Term Goals

1. Recruit, develop, and retain high quality effective staff.
2. Provide quality education in a stable financial environment.
3. Establish a Concordia Education Foundation 501(c)(3) to enrich educational opportunities

Short Term Goals

1. Develop and Refine the “USD 333 Data Dashboard” to drive instruction and professional development.
2. Launch a strategic and positive Master Facility bond campaign.
3. Build community engagement through a comprehensive communication plan including:
 - a. Monthly Blade Empire Notes from the Superintendent
 - b. Monthly Social Media Newsletters from the Superintendent
 - c. USD 333 Community Education Retreat
 - d. State of the District Update each February in Open BOE Meeting
4. Commit to Kindergarten Readiness through progressive Daycare and Early Childhood initiatives.





Project Name: USD 333 Concordia Elementary School

Today's Date : 5/3/2022

Submitted By : Clint Summers

Attention : Kelly Struebing / Quentin Breese (4 pages)

Building Controls and Services is pleased to submit pricing on the above project. For your convenience, we have prepared the following scope summary:

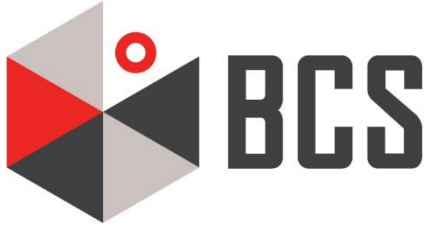
Carrier Air-Cooled Chillers

Qty (2) Plan Marks: CU-1,2

- R410a Refrigerant
- Scroll Compressors
- Low Sound Fans (Aero-Acoustic)
- Shell and Tube Heat Exchanger (Remote Installation in Mechanical Room)
- CU/AL Condenser Coil
- Single Point Power Connection w/ Non-Fused Disconnect
- Factory Installed Security Grilles/Hail Guards
- Low Ambient Head Pressure Controls
- Suction Service Valves
- Chiller controls and graphical web interface
- Flow switch
- Startup
- Standard One (1) Year Parts and Labor Warranty on Complete Unit
- Remote Cooler Kit – Field Installed

Installation

- Disconnect and Reconnect of Electrical for CU-1,2
- New Electrical from Mechanical room Breaker Panel
- Disconnect/Demo of Existing Chilled Water and Refrigerant Piping
- Removal and Disposal of Existing Chilled Water Barrels
- Disconnect of Existing Trane Controls
- Cartage and Hoisting of new units
- Provide and Install new Refrigerant piping from Chillers to Remote Barrels
- Provide and Install new Chilled water piping, Valves and Accessories at Barrels



- Provide and Install Insulation on new Chilled Water and Refrigerant Piping
- Install flow switch
- Reclamation of Existing Unit Refrigerant
- Removal and Disposal of Existing Units
- Removal and Cleanup of all construction debris
- Water Test and Balance of New Chillers

Not Included

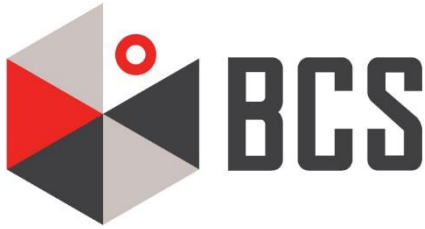
- Any additional electrical not listed above
- Asbestos Abatement
- Concrete Work of any kind
- Coring, Cutting or Patching
- Painting of any kind
- Trane controls

Price: \$403,265.00 (tax and bond not included)

Pricing is valid for 30 days from date of quote.

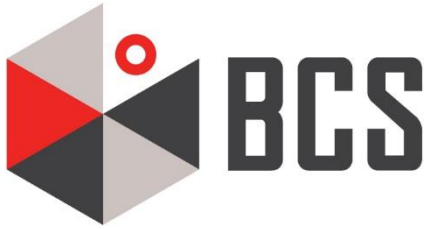
Any equipment or components not specifically included in the scope summary is not included.

Lead times are dependent on time of order entry and are available upon request.



Notes:

1. Sales price includes full freight allowed to jobsite. FOB Factory. Pricing does not include local or state taxes. Sales tax will be added to invoice unless exemption certificate is provided. Pricing is valid for 30 days from date of proposal.
2. Pricing assumes a single release for all equipment occurring upon receipt of approved submittals, but no later than December 1 of current calendar year unless stated otherwise. Standard lead times apply. All equipment will be shipped by the manufacturer as soon as it is available. The manufacturer will not store equipment. Any request to expedite or delay part of the order will result in additional charges and must be requested upon receipt of approved submittals. Equipment will be shipped in the most cost-effective way possible. If alternate shipping methods are required, additional charges may result.
3. Pre-Startup Checklists must be completely filled out and returned (2) business days prior to scheduling startup.
4. Equipment Start up includes labor and travel for (1) one trip. It is assumed that all units will be available at the same time and startup can be performed concurrently for all units on the same trip.
5. A representative of the contractor must be on site during startup and capable of making decisions on behalf of the contractor.
6. Equipment is not intended to be used for temporary heating/cooling/conditioning of the space. The Startup of the equipment needs to be scheduled after all interior finishes have been completed.
7. If Equipment is used for temporary heating/cooling/conditioning of the space, the following will be required for the stated warranty to remain intact.
 - Regular (weekly or more often as required) unit filter change out schedule by others.
 - Detailed unit cleaning shall be performed by BCS (\$1,460 /RTU or AHU plus travel -- Request Quote for VRF Indoor Units) or others to return the unit to original condition to assure proper unit operation. If detail is performed by others, BCS to verify that the unit has been returned to original conditions. Detailed unit cleaning and unit filter change is to occur after all interior finishes have been completed and prior to unit airflow test and balance by TAB contractor.
8. Building Controls and Services is not liable for any damage to units caused by temporary conditioning of the space prior to all interior finishes being completed.
9. Installation of equipment, or any portion thereof, are not included unless specifically stated otherwise.
10. If any installation, repair, maintenance, or service is performed by unauthorized or unqualified third-party service providers warranties shall be voided. This includes but is not limited to startup & repairs performed by any person without a qualified LG representatives' supervision.



TERMS AND CONDITIONS OF SALE:

1. **REMITTANCES** All invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed upon and set forth in writing by Building Controls and Services, Inc. (hereinafter called "Seller"). The Customer, if so requested agrees to furnish Seller with all information including financial statements, necessary to make a proper credit appraisal. Refusal to supply information may cause this proposal to be withdrawn. Terms of payment originally granted are subject to the approval of continued credit status. Prices are subject to correction for error.
2. **PROPOSALS** are based upon straight-time labor. Any request by the Customer for overtime work shall be considered an extra. This proposal expires 30 days after its date, subject to the provisions of the first sentence of the paragraph below entitled "Acceptance of Terms."
3. **PROGRESS PAYMENTS** Seller reserves the right to invoice Customer monthly as the work progresses, for all materials delivered to the job site or to an off-site facility and for all work performed on-site and off-site. Engineering, drafting and other mobilization costs incurred prior to installation shall be included in Seller's initial invoice and be equal to fifteen percent (15%) of the contract price. Invoices are due upon receipt by Customer. If the Customer becomes overdue in any progress payment, Seller shall be entitled to suspend work, shall be entitled to interest at the annual rate of 18% or the maximum permitted by the State of Kansas; and also to avail itself of any other legal remedies. Seller shall also be entitled to interest on all amounts retained by Customer from progress payments or otherwise. Customer agrees that he will pay and/or reimburse Seller for any and all reasonable attorney's fees which are incurred by Seller in the collection of amounts due and payable hereunder.
4. **CANCELLATION AND SUSPENSION** Any contract resulting from this proposal is subject to cancellation or instructions to suspend work by the customer only upon agreement to pay Seller adjustment charge.
5. **TAXES** The amount of any future sales, use, occupancy, excise, or other tax, federal, state, or local which Seller hereafter shall be obligated legally to pay, either on its own behalf of the Customer or otherwise, with respect to the material covered by this proposal, shall be added to such prices and paid by the Customer.
6. **LOSS, DAMAGE OR DELAY** Seller shall not be liable for any loss, damage, or delay occasioned by any causes beyond Seller's control, including, but not limited to, governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES.**
7. **WARRANTY** Seller warrants that the equipment manufactured and services furnished by it and covered by this proposal are free from defects in material and workmanship under normal use and service and, without charge, equipment found to be so defective in material or workmanship will be repaired or replaced, if written notice of failure is received by Seller within one (1) year after date of installation, provided said equipment has been installed per all manufacturer's recommendations and has been operated and maintained in accordance with Seller's and manufacturer's instructions and provided such defects are not due to abuse, fire, decomposition by chemical or galvanic action or electrical/refrigerant conditions outside of manufacturer recommendations. **THIS EXPRESS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, GUARANTEES, OR REPRESENTATIONS, EXPRESS OR IMPLIED. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.** Seller assumes no responsibility for repairs made on Seller's equipment unless done by Seller's authorized personnel, or by written authority from Seller. Seller makes no guarantee with respect to material not manufactured by it.
8. **PURCHASER'S REMEDIES** The Customer's remedies with respect to equipment found to be defective in material or workmanship shall be limited exclusively to the right of repair or replacement of such defective equipment. **IN NO EVENT SHALL SELLER BE LIABLE FOR CLAIMS (BASED UPON BREACH OF IMPLIED WARRANTY) FOR ANY OTHER DAMAGES, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, CONSEQUENTIAL, OR SPECIAL OR FOR ANY EXPENSES INCURRED BY REASON OF THE USE OR MISUSE OF EQUIPMENT WHICH DOES OR DOES NOT CONFORM TO THE TERMS AND CONDITIONS OF ANY CONTRACT RESULTING FROM THIS PROPOSAL.**
9. **GOVERNING LAW** Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of Kansas.
10. **CERTIFICATION** The person whose signature appears on the attached hereof hereby certifies that, to his best knowledge and belief, the annexed bid is not the result of any agreement, arrangement or understanding between the Seller and any other manufacturer or seller of automatic temperature control systems, fire/life safety systems or security systems and that the prices, terms or conditions thereof have not been communicated by or on behalf of the Seller to any such person and will not be communicated to any such person prior to the official opening of said bid.
11. **CREDIT TERMS** All invoices are due Net 30 with 1.5% finance charge added monthly thereafter on all past due account balances.
12. **ACCEPTANCE OF TERMS** This proposal shall become a binding contract between the Customer and Seller when accepted in writing by the Customer. Such acceptance shall be with mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of the terms and conditions on this and the attached hereof shall be binding unless in writing and signed by an authorized representative of Seller.

Building Controls and Services is authorized to proceed with the work as proposed.

Purchaser: _____

By: _____

Title: _____

Date: _____

REAL ESTATE CONTRACT

THIS AGREEMENT (the Agreement) is made and entered into between Unified School District No. 333, Concordia, Cloud County, Kansas (Buyer, whether one or more) and Brock Sallman, and/or assigns (Buyer, whether one or more). Seller and Buyer agree as follows:

1. Property. The Seller agrees to sell and convey to Buyer by a good and sufficient warranty deed, the property located at 337 W 11th, Concordia, in Cloud County, Kansas, legal description: *CONCORDIA, ORIGINAL TOWN, S33, T05, R03, BLOCK 87, Lot 11 & 12, LOTS 11 & 12, BLOCK 87 SECTION 33 TOWNSHIP 05 RANGE 03* subject to easements, rights of ways and restrictions including restrictions set out in paragraph 4, if any do exist. Address Commonly known as 337 W. 11th Street Concordia, Kansas 66901

2. Purchase Price. Buyer agrees to purchase, and to pay to Seller as consideration for the conveyance of the Property, the sum of 21 Thousand Five Hundred Dollars (\$21,500.00) in the following manner: Zero Dollars(\$0.00) in the form of earnest money, which shall be applied to the purchase price at closing, if such closing occurs, with the balance to be paid in cash or immediately available funds at closing. In the event Seller chooses not sell the property, Buyer shall have returned to them the earnest money, and if after the signing of the contract any damages that might result to the Buyer.

3. Title Evidence. Buyer agrees to pay the closing agent costs and the cost of a title insurance company's commitment and policy to insure the Property from Security First Title,(Formerly Cloud County Title Co.) showing a merchantable title vested in Seller, subject to easements, rights of ways and restrictions of record that are acceptable to Buyer. The title evidence, including exception documents, shall be sent to Buyer for examination by Buyer. Buyer shall have ten (10) days after the receipt of the title evidence and exception document to examine and notify Seller in writing of any objections by Buyer to the title evidence. Those items listed on the title commitment or in the title evidence as to which Buyer does not object in writing to Seller within ten (10) days after the receipt of the title evidence, or as to which Buyer waive its objection, shall be permitted exceptions. If Seller fails to satisfy all such title objection requirements (and Seller shall use reasonable efforts to do so) within a reasonable time after receipt of Buyer's title objection requirements, Buyer may, at Buyer's election, either: (a) cancel this agreement and receive a return of Buyer's earnest money and, in that event, this Agreement will be canceled and the parties will have no further obligations to each other; or (b) accept such title as Seller can deliver.

4. Restrictive Covenants. Buyer and Seller have no knowledge of any restrictive covenants on the said property.

5. Delivery. A duly executed copy of this Agreement shall be delivered to the parties.

6. Earnest Money and Default. No earnest money is involved in this transaction, the sum of (\$0.00), earnest money, as a guarantee that the terms and conditions of this Agreement shall be fulfilled by Buyer, said deposit to be applied on the purchase price at closing upon acceptance of title by Buyer and delivery of deed by Seller. If Buyer fails to fulfill its obligations under this Agreement, Buyer shall be in default and if such default continues for more than three (3) business days following the date of written notice specifying such default is delivered by Seller to Buyer, Seller shall be entitled either: a) to cancel this Agreement and the earnest money deposit shall then become the property of Seller, not as a penalty, but as liquidated damages and Buyer and Seller shall have no further obligations to each other under this Agreement except as specifically stated otherwise in this Agreement; or, alternatively, b) to pursue such other remedies against Buyer available to Seller at law or in equity, including but not limited to specific performance. However, if Seller is unable to furnish merchantable title, the earnest money deposited shall be returned to Buyer, and this Agreement shall be null and void and of no further force and effect, or Buyer may elect to waive the title objections and close. If Seller fails to comply with this Agreement, Seller shall be in default and if such default continues for more than three (3) business days following the date written notice specifying such default is delivered by Buyer to Seller, Buyer shall be entitled either (a) to receive the return of the earnest money deposit, which return shall operate to terminate this Agreement and Buyer and Seller shall have no further obligations to each other under this Agreement except as specifically stated otherwise in this Agreement; or, alternatively, b) to pursue such other remedies against Seller available to Buyer at law or in equity, including but not limited to specific performance. The three business days notice shall be shortened to the day of closing if the scheduled closing date is less than three business days from the cure date in the notice. Notwithstanding any of the other terms of this Agreement providing for forfeiture or refund of the earnest money deposit, the parties understand that applicable Kansas real estate laws prohibit the escrow agent from distributing the earnest money, once deposited, without the consent of all parties to this Agreement or a court order.

7. Proration. Buyer is a tax-exempt entity and, therefore, is classified as exempt from real estate taxes. Taxes will not be levied for the part of the 2022 tax year that Buyer is the owner due to the fact that Buyer is the owner of the Property and is a tax-exempt entity. Any taxes due on the property from the beginning tax year of 2022 until the date of closing shall be paid by Seller.

8. Closing Date. Time is of the essence of this Agreement, and closing for this transaction shall be consummated on or before Thirty (30) days from the signing of this agreement by both parties.

9. Possession. Possession to be given to Buyer at closing. Seller further agrees to convey the Property with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

10. Agency Disclosure. No agency or broker has been used in this transaction.

11. Attorney. Buyer has retained Ferrell Law Office to assist in the drafting of this real estate transaction.

12. Due Diligence. The Buyer and the Buyer's agents, employees and contractors have the right, pending closing, to be upon the Property at all times. Testing, audits, studies and inspections conducted on the

Property by the Buyer shall be completed within five (5) days prior to the closing. The Buyer agrees to indemnify and hold the Seller harmless from all liens, liabilities, damages, costs and expenses arising from personal injury or physical damage to the Property which is caused by the Buyer's inspection and testing of the Property, and the Buyer agrees to restore the Property to an equal or better condition than existed prior to such inspection or testing upon completion of such testing and inspection.

13. Where Is, As Is Condition. Buyer has carefully examined, or will have examined before closing, the Property and improvements located on the Property. In making the decision to buy the Property, Buyer is relying wholly and completely on Buyer's own judgment and the judgment of a contractor or inspector Buyer may have selected. Buyer agrees that the purchase price of the Property was negotiated after consideration of all possible defects in the Property. The Buyer is accepting the Property on an "as is" basis and in "where is" condition; and the Buyer's decision to enter this Agreement and any future decisions the Buyer may make with regard to the Property have been and will be made based on the Buyer's own audits, tests, studies and inspections as contemplated and authorized in Section 12 of this Agreement. In addition, if audits, tests, studies and inspections regarding all or part of the Property are not made or performed, the Buyer is bound by whatever information such audits, tests, studies and inspections would have revealed, and the Buyer waives any claim, right or cause of action relating to or arising from any condition of the Property that would have been apparent had such audits, tests, studies or inspections been performed. The Buyer acknowledges and agrees, to the maximum extent allowed by law, that the sale of the Property will be made on a "where is" and "as is" condition and basis.

14. Radon Notice: Every buyer of residential real property is notified that the property may present exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. Kansas law requires sellers to disclose any information known to the seller that shows elevated concentrations of radon gas in residential real property. The Kansas department of health and environment recommends all home-buyers have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced by a radon mitigation technician. For additional information, go to www.kansasradonprogram.org.

15. Sex Offender Disclosure: Kansas law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with the sheriff of the county in which they reside. If you, as the buyer, desire information regarding those registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local sheriff's office.

16. Special Assessments. In compliance with Kansas law, Seller hereby discloses to Buyer that the Property is not subject to special assessments or is located in an improvement district that may occasion the imposition of special assessments on the Property for such purposes.

18.. Existing Documents. Within ten (10) days of the full execution of this Agreement, Seller agrees to provide Buyer with all documents that Seller has in their possession pertaining to the subject property, including but not limited to environmental reports, surveys, inspection reports, previous appraisals, site plans, floor plans as well as any and all documents related to the access/maintenance of drive lanes, restricted uses, etc.

19. Effective Date. The Effective Date of this Agreement will be the last date in which this Agreement is accepted and fully executed by Buyer and Seller.

20. Authority to Bind. Each individual who executes this Agreement on behalf of a party represents that he or she is duly authorized to execute this Agreement on behalf of that party and is operating within the scope of his or her authority.

21. Good Faith. Each party to this Agreement shall use good faith and reasonably commercial efforts to accomplish the actions provided for in this Agreement in due time and to cooperate with all other parties in doing so.

22. Agreement to Terms. Buyer and Seller acknowledge that they have read the entire Agreement and that by signing below agree to all terms contained herein.

23. Binding Effect. This Agreement shall be binding upon Buyer, Seller, and their respective heirs, successors, and assigns

24. Electronic Signatures and Fax Signatures. Hand signatures transmitted by fax or electronic mail (such as PDF) are permitted as binding signatures to this Agreement. Signatures may be signed in counterpart, on separate pages, and then assembled as the complete agreement of the parties.

Buyer: _____

UNIFIED SCHOOL DISTRICT NO. 333

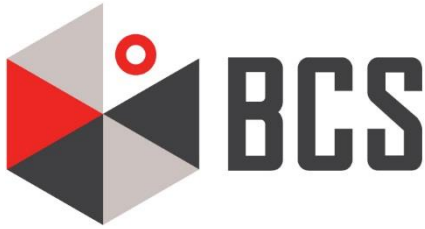
By: Board President

Date: _____

Seller: _____

Brock Sallman

Date _____



Project Name: USD 333 Concordia Elementary School

Today's Date : 5/2/2022

Submitted By : Clint Summers

Attention : Kelly Struebing / Quentin Breese (4 pages)

Building Controls and Services is pleased to submit pricing on the above project. For your convenience, we have prepared the following scope summary:

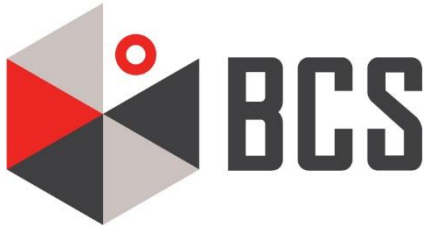
AAON Rooftop Unit

Qty (1) Plan Mark: MAU-2

- Double-Wall R-13 Foam Panel Construction
- 2,500 Hour Salt Spray Tested Exterior Paint
- Hinged Access Doors w/ Quarter-Turn Handles
- 460V/3Ø Single Point Power Connection
- Remote Safety Shutdown Terminals
- 2-Position Motorized Low Leak OA Damper
- 2" Pleated, Minimum MERV-8 Filters
- Variable Capacity Scroll Compressors w/ 5-year Non-Prorated Warranty
- Modulating Condenser Fans for Head Pressure Control
- DX Cooling Coil w/ Stainless Steel Drain Pan
- Stainless Steel Gas Heat Exchanger w/25-year Non-Prorated Warranty
- Modulating Gas Heat
- Direct Drive Plenum Supply Fan w/ Premium Efficiency Motor & VFD
- Factory Installed Shaft Grounding Ring for Supply Fan Motors w/ VFD
- MAU controls and graphical web interface
- Factory Installed Hail Guards
- Fully Insulated Transition Roof Curb
- Factory Authorized Startup Labor
- Standard One (1) Year Parts Only Warranty except where noted otherwise

Not Included

- Coil Coatings, Interior Corrosion Coatings
- Factory Disconnect, Convenience Outlet, Smoke Detector, Reheat, Economizer
- Condensate P Traps
- Curb Infill



- Thermostat Rough-In
- Labor & Refrigerant Warranty
- Custom Paint Colors (Available by Request, at an Additional Fee)

Installation

- Disconnect and Reconnect of Electrical for MAU-2
- New Electrical Disconnect and Extension of Electrical Wiring
- Disconnect and Reconnect of Gas Piping from existing roof penetration
- Disconnect of Existing Trane Controls
- Installation of Roof Curb Adapter
- Cartage and Hoisting of new unit
- Reclamation of Existing Unit Refrigerant
- Removal and Disposal of Existing Unit
- Removal and Cleanup of all construction debris
- Air Test and Balance for New MAU-2

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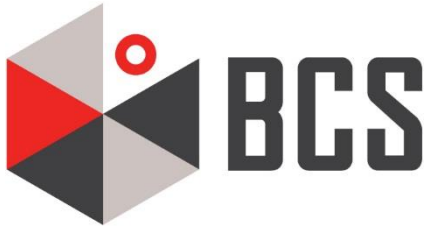
- Any additional electrical not listed above
- Any additional gas piping not listed above
- Roof Cut or Patch
- Painting of any kind

Price: \$113,410.00 (tax and bond not included)

Pricing is valid for 30 days from date of quote.

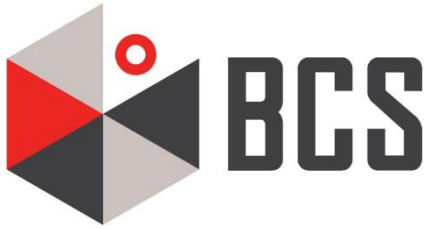
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10. If any installation, repair, maintenance, or service is performed by unauthorized or unqualified third-party service providers warranties shall be voided. This includes but is not limited to startup & repairs performed by any person without a qualified LG representatives' supervision.



TERMS AND CONDITIONS OF SALE:

1. **REMITTANCES** All invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed upon and set forth in writing by Building Controls and Services, Inc. (hereinafter called "Seller"). The Customer, if so requested agrees to furnish Seller with all information including financial statements, necessary to make a proper credit appraisal. Refusal to supply information may cause this proposal to be withdrawn. Terms of payment originally granted are subject to the approval of continued credit status. Prices are subject to correction for error.
2. **PROPOSALS** are based upon straight-time labor. Any request by the Customer for overtime work shall be considered an extra. This proposal expires 30 days after its date, subject to the provisions of the first sentence of the paragraph below entitled "Acceptance of Terms."
3. **PROGRESS PAYMENTS** Seller reserves the right to invoice Customer monthly as the work progresses, for all materials delivered to the job site or to an off-site facility and for all work performed on-site and off-site. Engineering, drafting and other mobilization costs incurred prior to installation shall be included in Seller's initial invoice and be equal to fifteen percent (15%) of the contract price. Invoices are due upon receipt by Customer. If the Customer becomes overdue in any progress payment, Seller shall be entitled to suspend work, shall be entitled to interest at the annual rate of 18% or the maximum permitted by the State of Kansas; and also to avail itself of any other legal remedies. Seller shall also be entitled to interest on all amounts retained by Customer from progress payments or otherwise. Customer agrees that he will pay and/or reimburse Seller for any and all reasonable attorney's fees which are incurred by Seller in the collection of amounts due and payable hereunder.
4. **CANCELLATION AND SUSPENSION** Any contract resulting from this proposal is subject to cancellation or instructions to suspend work by the customer only upon agreement to pay Seller adjustment charge.
5. **TAXES** The amount of any future sales, use, occupancy, excise, or other tax, federal, state, or local which Seller hereafter shall be obligated legally to pay, either on its own behalf of the Customer or otherwise, with respect to the material covered by this proposal, shall be added to such prices and paid by the Customer.
6. **LOSS, DAMAGE OR DELAY** Seller shall not be liable for any loss, damage, or delay occasioned by any causes beyond Seller's control, including, but not limited to, governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES.**
7. **WARRANTY** Seller warrants that the equipment manufactured and services furnished by it and covered by this proposal are free from defects in material and workmanship under normal use and service and, without charge, equipment found to be so defective in material or workmanship will be repaired or replaced, if written notice of failure is received by Seller within one (1) year after date of installation, provided said equipment has been installed per all manufacturer's recommendations and has been operated and maintained in accordance with Seller's and manufacturer's instructions and provided such defects are not due to abuse, fire, decomposition by chemical or galvanic action or electrical/refrigerant conditions outside of manufacturer recommendations. **THIS EXPRESS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, GUARANTEES, OR REPRESENTATIONS, EXPRESS OR IMPLIED. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.** Seller assumes no responsibility for repairs made on Seller's equipment unless done by Seller's authorized personnel, or by written authority from Seller. Seller makes no guarantee with respect to material not manufactured by it.
8. **PURCHASER'S REMEDIES** The Customer's remedies with respect to equipment found to be defective in material or workmanship shall be limited exclusively to the right of repair or replacement of such defective equipment. **IN NO EVENT SHALL SELLER BE LIABLE FOR CLAIMS (BASED UPON BREACH OF IMPLIED WARRANTY) FOR ANY OTHER DAMAGES, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, CONSEQUENTIAL, OR SPECIAL OR FOR ANY EXPENSES INCURRED BY REASON OF THE USE OR MISUSE OF EQUIPMENT WHICH DOES OR DOES NOT CONFORM TO THE TERMS AND CONDITIONS OF ANY CONTRACT RESULTING FROM THIS PROPOSAL.**
9. **GOVERNING LAW** Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of Kansas.
10. **CERTIFICATION** The person whose signature appears on the attached hereof hereby certifies that, to his best knowledge and belief, the annexed bid is not the result of any agreement, arrangement or understanding between the Seller and any other manufacturer or seller of automatic temperature control systems, fire/life safety systems or security systems and that the prices, terms or conditions thereof have not been communicated by or on behalf of the Seller to any such person and will not be communicated to any such person prior to the official opening of said bid.
11. **CREDIT TERMS** All invoices are due Net 30 with 1.5% finance charge added monthly thereafter on all past due account balances.
12. **ACCEPTANCE OF TERMS** This proposal shall become a binding contract between the Customer and Seller when accepted in writing by the Customer. Such acceptance shall be with mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of the terms and conditions on this and the attached hereof shall be binding unless in writing and signed by an authorized representative of Seller.

Building Controls and Services is authorized to proceed with the work as proposed.

Purchaser: _____
By: _____
Title: _____
Date: _____

NAME**POSITION**

Updated 7/11/2022

LCNCK New Hires

Samantha Viereck

Taunya Kreie

Para Educator at CES (repl. G. Sharp)

Para Educator at CES (repl. T. Bivens)

LCNCK Resignations**LCNCK Terminations****LCNCK Deceased****LCNCK Transfers****USD #333 New Hires**

Sara Fleming

Bricen Benyshek

Pre K Para Educator (.5 FTE) (New)

CAP Teacher (New Position)

USD #333 Transfers**USD #333 Resignations**

Danielle Lambert

Sofia Gallup

Laci Cyr

Assistant J.H. Track Coach

JH Assistant Volleyball Coach

CAP Teacher

USD #333 Terminations**USD #333 Deceased**