AGENDA

REGULAR SCHOOL BOARD MEETING

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

December 20, 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 ATTACHMENT**

- a. November 1, 2022, 5:00 p.m. School Board Workshop
- b. November 22, 2022, 4:30 p.m. School Board Workshop
- c. November 22, 2022, 5:30 p.m. Organization Meeting
- d. November 22, 2022, 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 #4
 - a. Personnel 2022 2023

ACTION REQUESTED: The Superintendent recommends approval.

b. 2022 – 2023 School Year Calendars – **SEE PAGE #6**

ACTION REQUESTED: The Superintendent recommends approval.

7. BUDGET AND FINANCIAL TRANSACTIONS

a. Budget Amendment #2 – **SEE PAGE #9**

Fund Source: 4200 Federal Fund Amount: \$819,087.00

ACTION REQUESTED: The Superintendent recommends approval.

8. SCHOOL FACILITY/PROPERTY

a. Purchase Order Request for Lawrence Commercial Systems – SEE PAGE #12

Fund Source: FEMA Project #77055 Amount: 13,800.00

ACTION REQUESTED: The Superintendent recommends approval.

b. Purchase Order Request for Max Fencing and Construction, LLC- SEE PAGE #14

Fund Source: FEMA Project #103015 Amount: \$13,980.00

ACTION REQUESTED: The Superintendent recommends approval.

c. Request to Sign Constructor Agreement with Southland Contracting, Inc. and Issue\ Purchase Order in the amount of \$880,168.28 – SEE PAGE #18

Fund Source: FEMA Project #77055 Amount: \$880,168.28

ACTION REQUESTED: The Superintendent recommends approval.

9. EDUCATIONAL ISSUES

a. Gadsden Technical College Out-of-State Field Trip Request - SEE PAGE #57

Fund Source: N/A Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

b. Gadsden County High School Boys Varsity Basketball Team Out-of-State Game Request - SEE PAGE #67

Fund Source: N/A Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

c. Strategic Continuous Improvement Plan 2023 – 2027 – **SEE PAGE #71**

Fund Source: N/A Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

ITEMS FOR DISCUSSION

- 10. EDUCATIONAL ITEMS BY THE SUPERINTENDENT
- 11. SCHOOL BOARD REQUESTS AND CONCERNS
- 12. ADJOURNMENT



THE GADSDEN COUNTY SCHOOL DISTRICT

Educating Every Student Today, Making Gadsden Stronger Tomorrow

Elijah Key, Superintendent of Schools 35 Martin Luther King, Jr. Blvd Quincy, Florida 32351 Main: (850) 627-9651 or Fax: (850) 627-2760 www.GadsdenSchools.org

December 20, 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 2022-2023

The following reflects the total number of full-time employees in this school district for the 2022-2023 school term, as of December 20, 2022.

Description Per DOE Classification Classroom Teachers and Other Certified Administrators	DOE <u>Object#</u> 120 & 130 110	#Employees <u>December 2022</u> 319.00 56.00
Non-Instructional	150, 160, & 170	<u> </u>
Part Time Instructional Part Time Non Instructional Total		
100% Grant Funded Split Grant Funded Total Grant Funded of 752 Employees		$ 164.00 \underline{25.00} 189.00 $

Sincerely,

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 2022/2023

INSTRUCTIONAL			
Name	Location	Position	Effective Date
Burgos, Jovan	GCHS	Teacher	11/29/2022
Cole, Leonora	HMS	Media Specialist	11/28/2022
Henry, Joelle	SSES	Teacher	11/28/2022
Jackson, Deshaundra	GCHS	Teacher	11/28/2022
Jackson, Kadijah	GCHS	Media Specialist	12/07/2022
Lee, Rachelle	HMS	Teacher	11/28/2022
Sanders, Lavetra	Tallavana	Teacher	11/28/2022
Vargas Castro, Deby	GWM	Teacher	12/13/2022
Williams, Latoya	SSES	Teacher	12/12/2022

NON INSTRUCTIONAL			
Name	Location	Position	Effective Date
Darby, Jeffery	WGMS	Custodial Assistant	12/01/2022
Holmes, Loietta	District	Director, Secondary Education	12/12/2022
Hunter, Travonna	District	Coordinator, Assessment	11/17/2022
Moore, Sherita	ESE	School Social Worker	12/14/2022
Sconiers, Johnathan	SSES	ESE PK Paraprofessional	11/28/2022
Varnado, Jazmine	ESE	School Social Worker	12/06/2022

PART TIME NON INSTRUCTIONAL

Name	Location	Position	Effective Date
Peterson, Brenda	WGMS	PT Educational Paraprofessional	11/15/2022

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

RES	IGNA	TIO	N	
			101	

NON INCEDUCTIONAL

<u>Name</u> Heavens, Keith Lewis, Denatra Varnado, Jazmine*

GCHS District HMS

Location

Position	Effective Date
Teacher	12/16/2022
Assistant Director, Finance	12/22/2022
Teacher	11/30/2022

*Resigned to accept another position within the District

DROP RETIREMENT

<u>Name</u> Hunter, William Robinson, Sandra

Maintenance District

Location

TERMINATIONS

<u>Name</u> Todd, Patricia Wood, Brian Location GCHS GCHS <u>Position</u> Director, Maintenance HR Specialist

School Food Service Worker

Educational Paraprofessional

Position

DROP Ends 12/31/2022 12/31/2022

Effective Date

11/04/2022 09/06/2022

SUBSTITUTES Teacher

Dupont, Rachelle Grant, Patricia

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 6b

Date of School Board Meeting: December 20, 2022

TITLE OF AGENDA ITEM: 2022 – 2023 School-Year Calendars

DIVISION: Academic Services

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

PURPOSE AND SUMMARY OF ITEM:

Approval of the *revised* teacher and 12-month staff calendar for the 2022-2023 school year. The revision to the calendar was made to ensure the New Year holiday is included.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Tammy McGriff Farlin

POSITION: Assistant Superintendent, Academic Services PreK - 12

INSTRUCTIONS TO BE COMPLETED BY PREPARER

____Number of ORIGINAL SIGNATURES NEEDED by preparer.

 SUPERINTENDENT'S SIGNATURE: page(s) numbered ______

 CHAIRMAN'S SIGNATURE: page(s) numbered ______

GADSDEN COUNTY SCHOOL DISTRICT

CALENDAR FOR TEACHERS (196 DAYS)

SCHOOL YEAR 2022-2023

Teachers Report
Labor Day Holiday (District-wide)
FTE Survey Week
End of First Grading Period
Teacher Planning/Inservice Day
Teacher Paid Holiday (#1)
Veterans' Day Holiday (District-wide)
Teacher Paid Holiday (#2)
Teacher Paid Holidays (#s 3, 4, 5)
Thanksgiving Holidays/Fall Break
End of Second Grading Period
Christmas Holidays/Winter Break
Teachers Report
Students Return to School
MLK Jr Holiday (District-wide)
FTE Survey Week
Presidents' Day Holiday (District-wide)
End of Third Grading Period
Spring Break – District-wide
Teacher Planning/Inservice Day
Students Return to School
Good Friday Holiday – Students Out – Teacher Paid Holiday(#6)
Memorial Day Holiday (District-wide)
Last Day of School for Students

Approved 4-26-2022

REVISED 12-9-2022

GADSDEN COUNTY SCHOOL DISTRICT

PROPOSED 2022-2023 TWELVE MONTH CALENDAR (240 DAYS)

SCHOOL YEAR 2022-2023

2022		
JULY 4	Independence Day (District-wide)	
AUGUST 10	Students First Day of School	
SEPTEMBER 5	Labor Day Holiday (District-wide)	
OCTOBER		
NOVEMBER 11	Veterans' Day Holiday (District-wide)	_
NOVEMBER 18	Students Out – Teacher Paid Holiday	
NOVEMBER 23 – 25	Thanksgiving Holidays/Fall Break	
DECEMBER 23 -30	Christmas Holidays/Winter Break	
2023		
JANUARY 3	Employees Return	
JANUARY 16	MLK Jr Holiday (District-wide)	
FEBRUARY 20	Presidents' Day Holiday (District-wide)	
MARCH 13 – 17	Spring Break – District-wide	
APRIL 7	Good Friday Holiday	_
MAY 29	Memorial Day Holiday (District-wide)	
JUNE		

Revised 12-14-2022

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. _____7a_____

DATE OF SCHOOL BOARD MEETING: December 20, 2022

TITLE OF AGENDA ITEMS: Budget Amendment #2

DIVISION: Finance and Accounting Department

PURPOSE AND SUMMARY OF ITEMS: This amendment is Increasing the Special Revenue Fund- Other Federal (4200) in the amount of \$819,087. This increase is due to the actual amounts of the federal grant awards being approved. The estimated expenditures are also increasing in the amount of \$819,087.

FUND SOURCE: 4200 Federal Fund

AMOUNT: \$819,087.00

PREPARED BY: LaClarence Mays

POSITION: Interim Chief Finance Officer

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

____Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered______

CHAIRMAN'S SIGNATURE: page(s) numbered______ Be sure that the Comptroller has signed the budget page.

p6 DISTRICT SCHOOL BOARD OF GADSDEN COUNTY DISTRICT SUMMARY BUDGET For Fiscal Year Ending June 30, 2023

SECTION IV. SPECIAL REVENUE FUNDS - OTHER FEDERAL PROGRAMS - FUND 420

	Account	
ESTIMATED REVENUES	Number	
FEDERAL DIRECT:		
Head Start	3130	989,131.10
Workforce Innovation and Opportunity Act	3170	
Community Action Programs	3180	
Reserve Officers Training Corps (ROTC)	3191	
Pell Grants	3192	
Miscellaneous Federal Direct	3199	
Total Federal Direct	3100	989,131.10
FEDERAL THROUGH STATE AND LOCAL:		
Career and Technical Education	3201	150,000.00
Medicaid	3202	
Workforce Innovation and Opportunity Act	3220	
Teacher and Principal Training and Recruiting - Title II, Part A	3225	275,869.00
Math and Science Partnerships - Title II, Part B	3226	
Individuals with Disabilities Education Act (IDEA)	3230	1.500,000.00
Elementary and Secondary Education Act, Title I	3240	4,504,086.92
Language Instruction - Title III	3241	100,000.00
Twenty-First Century Schools - Title IV	3242	
Federal Through Local	3280	
Miscellaneous Federal Through State	3299	
Total Federal Through State And Local	3200	6,529,955.92
STATE:	1	
State Through Local	3380	
Other Miscellaneous State Revenues	3399	
Total State	3300	
LOCAL:	1	
Investment Income	3430	
Gifts, Grants and Bequests	3440	
Adult General Education Course Fees	3461	
Other Miscellaneous Local Sources	3495	
Total Local	3400	
TOTAL ESTIMATED REVENUES		7,519,087.02
OTHER FINANCING SOURCES:	1	, ,
Loans	3720	
Sale of Capital Assets	3730	
Loss Recoveries	3740	
Transfers In:		
From General Fund	3610	
From Debt Service Funds	3620	
From Capital Projects Funds	3630	
Interfund	3650	
From Permanent Funds	3660	
From Internal Service Funds	3670	
From Enterprise Funds	3690	
Total Transfers In	3600	
TOTAL OTHER FINANCING SOURCES		
Fund Balance, July 1, 2022	2800	
TOTAL ESTIMATED REVENUES, OTHER FINANCING SOURCES AND FUND BALANCE		7,519,087.02

ESE 139

DISTRICT SCHOOL BOARD OF GADSDEN COUNTY DISTRICT SUMMARY BUDGET For Fiscal Year Ending June 30, 2023 p7

SECTION IV. SPECIAL REVENUE FUNDS - OTHER FEDERAL PROGRAMS - FUND 420 (Continued)

	Account	Totals	Salaries	Employee Benefits	Purchased Services	Energy Services	Materials and Supplies	Capital Outlay	Other
APPROPRIATIONS	Number		100	200	300	400	500	600	700
Instruction	5000	4,142,674.11	2,655,626.93	600,000.00	787,047.18		100,000.00		
Student Support Services	6100	1,753,352.37	953,352.37	500,000.00	300,000.00				
Instructional Media Services	6200	40,818.89	20,818.89	20,000.00					
Instruction and Curriculum Development Services	6300	875,794.49	850.794.49	25,000.00					1
Instructional Staff Training Services	6400	546,947.14	516,947.14	30,000.00					
Instruction-Related Technology	6500								
Board	7100								
General Administration	7200	42,000.00	32,000.00	10,000.00					
School Administration	7300	115,000.00	100.000.00	15,000.00					
Facilities Acquisition and Construction	7400								
Fiscal Services	7500								
Food Services	7600	2,500.00	2.000.00	500.00					
Central Services	7700								
Student Transportation Services	7800								
Operation of Plant	7900							and the second second	
Maintenance of Plant	8100						1		
Administrative Technology Services	8200								
Community Services	9100					00000000-			
Other Capital Outlay	9300								
TOTAL APPROPRIATIONS		7,519,087.00	5,131,539.82	1,200,500.00	1,087,047.18		100,000.00		
OTHER FINANCING USES:	1						•		
Transfers Out: (Function 9700)									
To General Fund	910								
To Debt Service Funds	920								
To Capital Projects Funds	930								
Interfund	950								
To Permanent Funds	960								
To Internal Service Funds	970								
To Enterprise Funds	990								
Total Transfers Out	9700								
TOTAL OTHER FINANCING USES									
Nonspendable Fund Balance, June 30, 2023	2710								
Restricted Fund Balance, June 30, 2023	2720								
Committed Fund Balance, June 30, 2023	2730								
Assigned Fund Balance, June 30, 2023	2740								
Unassigned Fund Balance, June 30, 2023	2750								
TOTAL ENDING FUND BALANCE	2700								
TOTAL APPROPRIATIONS, OTHER FINANCING USES									

ESE 139

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8a

DATE OF SCHOOL BOARD MEETING: December 20, 2022

TITLE OF AGENDA ITEM Purchase Order Request for Lawrence Commercial Systems

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 to Lawrence Commercial Systems in the amount of \$13,800.00 for the provision of labor and materials to demolish the existing fuel island canopy and construct approximately 368 square feet of extruded aluminum walk cover as discussed. Attached is a copy of the proposal.

FUND SOURCE: FEMA Project #77055

AMOUNT: \$13,800.00

PREPARED BY: Bill Hunter

REVIEWED BY:

POSITION: Director of Facilities

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

_____ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

Lawrence Commercial Systems

1370 Capital Circle NW • Tallahassee, Fl • 32304

(850) 574-8723 • Fax: (850) 576- 8112

PROPOSAL

December 2, 2022

Gadsden County School Board 35 Martin Luther King Jr Boulevard Quincy, FL 32351

Attn: Bill Hunter

Re: Maintenance Building Aluminum Walkway Cover

We propose to provide labor and materials to demo existing fuel island canopy and construct approximately 368 SF of extruded aluminum walk cover as discussed for the total priced of **\$13,800.00**.

Thank you,

Richard Lawrence Lawrence Commercial Systems

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. <u>8b</u>

DATE OF SCHOOL BOARD MEETING: _____ December 20, 2022

TITLE OF AGENDA ITEM: _____ Purchase Order Request for Max Fencing and Construction,

LLC

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 to Max Fencing and Construction, LLC in the amount of \$13,980.00 for the following:

- 1. Supply materials and labor for the removal and replacement of approximately 1,010 linear feet of 6 foot high black chain link fence fabric along Providence Road and
- 2. Supply materials and labor for the removal and replacement of approximately 680 linear feet of 6 foot high black chain link fence fabric along Greensboro Highway

Attached is a copy of the estimate.

FUND SOURCE:	FEMA Project #103015
AMOUNT:	\$13,980.00
PREPARED BY:	Bill Hunter

POSITION:

Director of Facilities

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

<u>1</u> Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____3____

CHAIRMAN'S SIGNATURE: pages) numbered ______ REVIEWED BY: ______



Fence Repair

200 Providence Rd Quincy FL 32351

Submitted By:

MAX FENCING

2125 Dit Hester Dr Cairo GA 39828

Office: (229) 221-5249 Fax: (229) 378-2554

max26fencing@gmail.com

gomaxfencing.com

L16000207236

MAX FENCING

2125 Dit Hester Dr Cairo GA 39828

Office: (229) 221-5249 Fax: (229) 378-2554

max26fencing@gmail.com

gomaxtencing.com

L16000207236

Estimator

Nestor Candelaria

Mobile: (850) 766-7709 Office: (229) 221-5249

Max26fencing@gmail.com

Customer

West Gadsden Middle School 200 Providence Rd Quincy FL 32351

Mobile: (850) 627-9888

Hunterw@gcpsmail.com Odonnella@gcpsmail.com

Description

6' Black Chain Link Fence

Item	Quantity	Amount
MAX FENCING PROPOSES THE FOLLOWING:	1 Ea	13,980.00
Supply materials and labor for the removal and replacement of approximately	1 010 linear feet of 6' high black chai	in link fence fabric

Estimate

Job Name

Job Number

Issue Date

Valid Until

Supply materials and labor for the removal and replacement of approximately 1,010 linear feet of 6' high black chain link fence fabric only along Providence Rd and approximately 680 linear feet of same type fence mentioned above along Greensboro Hwy.

Price 13,980.00

Terms

PAYMENT TO BE MADE AS FOLLOWS: 50% security deposit due at acceptance of estimate, and contract is signed agreeing to all terms and conditions. Then and only then will materials be ordered. For larger projects, Max Fencing reserves the right to establish payment draw schedule (progress invoice). Customer agrees to pay Max Fencing immediately upon completion of installation full remaining balance of amount due.

Methods of payment accepted: Visa, MasterCard, American Express, Discover, check and cash. All credit/debit card transactions have a 3% transaction fee.

ACH payment method is available and has a 1% transaction fee.

FLORIDA LIEN LAW: Max Fencing reserves the right to lien Customer's property if payment is not received. Learn more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes.

Max Fencing retains the right to hold customer liable for the full unpaid balance and should legal action become necessary, then the customer shall be held liable for all attorney's fees and court costs.

December 15, 2022

Fence Repair

December 5, 2022

2076

CANCELLATION: Cancellation of the contract by signer will result in a forfeit of 50% of the deposit if materials have not yet been purchased and a forfeit of the entire deposit if the materials have been purchased.

SCHEDULING: Please understand that any representation by Max Fencing, regarding the installation date is for the customer convenience and is only an approximation. The installation schedule changes daily due to circumstances within/beyond our control including, but not limited to: weather, permits, progress on prior schedule.

HOA RESTRICTIONS: The property to be fenced may have deed and/ or Homeowner's Association restrictions or city or county planning and zoning restrictions. It is the responsibility of the customer to look into this before contracting Max Fencing.

UNDER GROUND UTILITIES: Max Fencing is not responsible for, but not limited to, the following: Damage to landscaping, flowers, plants, trees, shrubs, unmarked irrigation lines, unmarked underground utilities (sewer, power, cable, etc.), unmarked drainage systems (French drains, etc.). Occasionally, unseen or unknown underground lines are hit and damaged (sprinkler lines are specially vulnerable). If this happens, the customer, not Max Fencing, is responsible for the repair and cost because these lines cannot be seen and are unknown.

DIGGING: Max Fencing's estimate is based on normal ground conditions. If difficult digging or extraneous labor is encountered during installation, Max Fencing will be entitled to price increase to cover the cost of any equipment rental or extra labor, if any or under any circumstances required to do so.

LAYOUT: It is the customers responsibility to indicate to the (representative /crew) the proper location for the fence and will provide Max Fencing with an accurate survey of the property. The customer, not Max Fencing, is responsible for the location of the fence and knowledge of all property boundary lines. If no markers are on site we will base it on the survey if provided, but we are not a survey company so if no markers are there to confirm the lines it is not a guarantee and Max Fencing can not be held liable.

It is required that the customer is on site morning of installation (especially for a new installation) and preferable for a replacement/repair. This is when the crew will go over the layout and all last minute details such as but not limited to making any changes (face of the fence, adding footage, gates, etc.)

WOOD FENCE DISCLAIMER: Wood fences carry a manufacturer warranty against rotting, decay and infestation. This does not include labor. All lumber used is pressure-tread pine, unless otherwise stated. Pressure-treating does not protect wood from the effects of weather/sun exposure. Because wood is a natural occurring material, this warranty does not extend to chipping, cracking, warping or discoloration. These are common and normal events for wood. We recommend that all wood be sealed. All warranties will be voided in the event of hurricane, windstorm or acts of God. TRIP CHARGE: This contract anticipates that once work has started, Max Fencing will be allowed to complete the entire scope of work without any interruptions or stoppage by the customer. Any Interruptions or stoppages will result in additional trip charges which customer agrees to pay. Max Fencing trip charges are as follow: 1/2 day minimum charge of \$250.00

All Measurements shown on the estimate are approximate. The actual measurements of the fence may vary. Any and all excess materials remain the property of Max Fencing. If Max Fencing is contracted to remove and haul away existing fence, then those materials also become Max Fencing's property.

NO REFUNDS OF ANY KIND.

LATE FEES: A \$55.00 dollars late fee will apply the day after the last invoice and continue to roll on per week of not being paid.

By signing below, and summiting this estimate to max26fencing@gmail.com I authorized Max Fencing to commence with the work, as indicated above. I understand that a deposit of 50% is due immediately, and the remaining balance due the day of completion. I understand a 3% transaction fee will be applied to my credit/ debit card transactions. I understand and agree to all terms and conditions provided to me by this here contract representing Max Fencings conditions and terms.

Date

West Gadsden Middle School

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. <u>8c</u>

DATE OF SCHOOL BOARD MEETING: _____December 20, 2022____

TITLE OF AGENDA ITEM: <u>Request to Sign Contructor Agreement with Southland Contracting</u>,

Inc. and Issue Purchase Order in the amount of \$880,168.28

DIVISION: Facilities

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

PURPOSE AND SUMMARY OF ITEM:

Request for the School Board to approve the execution of the American Institute of Architects (AIA) Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price. This agreement is for the remodeling of the Facilities Department building at 805 South Stewart Street, Quincy.

FUND SOURCE:	FEMA Project #77055
AMOUNT:	\$880,168.28
PREPARED BY:	Bill Hunter
POSITION:	Director of Facilities

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

<u>2</u> Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered ______

CHAIRMAN'S SIGNATURE: page(s) numbered

REVIEWED BY:

AIA Document A133⁻ – 2019

Standard Form of Agreement Between Owner and Construction Manager as **Constructor** where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 8th day of December in the year 2022 (In words, indicate day, month, and year.)

BETWEEN the Owner: (Name, legal status, address, and other information)

The Gadsden County School Board 35 Martin Luther King Jr. Dr. Quincy, FL 32351

and the Construction Manager: (Name, legal status, address, and other information)

Southland Contracting, Inc. 1843 Commerce Blvd. Midway, FL 32343

for the following Project: (Name, location, and detailed description)

RFP 2022-0003 Gadsden County Maintenance Building 805 S Stewart Street, Quincy, FL 32351 Renovations to the existing Gadsden County Maintenance Building

The Architect: (Name, legal status, address, and other information)

N/A

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text,

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

1

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 GENERAL PROVISIONS
- 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 7 COST OF THE WORK FOR CONSTRUCTION PHASE
- 8 DISCOUNTS, REBATES, AND REFUNDS
- 9 SUBCONTRACTS AND OTHER AGREEMENTS
- 10 ACCOUNTING RECORDS
- 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 12 DISPUTE RESOLUTION
- 13 TERMINATION OR SUSPENSION
- 14 MISCELLANEOUS PROVISIONS
- 15 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. (For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

Unknown at the time of execution.

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1. (Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Project will be developed based upon plans provided by the Owner and written approval of construction materials by Owner.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The Project consists of interior and exterior renovations to an existing masonry building with exposed bar joists and an existing mezzanine area, damaged by Hurricane Michael.

2

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6: (*Provide total and, if known, a line item breakdown.*)

Unknown at the time of execution.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:
- .2 Construction commencement date:
- .3 Substantial Completion date or dates:
- .4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below: (Identify any requirements for fast-track scheduling or phased construction.)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project: (Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234[™]-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information: (Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2: (List name, address, and other contact information.)

Bill Hunter Director of Facilities Gadsden County Schools

Brad Arnald Maintenance Supervisor

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

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3

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(List name, address and other contact information.)

§ 1.1.10 The Owner shall retain the following consultants and contractors: (List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer

.2 Civil Engineer:

.3 Other, if any: (List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative: (List name, address, and other contact information.)

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3: (List name, address, and other contact information.)

Cole Bracey Project Manager Southland Contracting, Inc.

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Eddie Long Vice President / Project Director Southland Contracting, Inc.

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9: (List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work: (List any Owner-specific requirements for subcontractor procurement.)

4

§ 1.1.15 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement. Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201[™]-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

5

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203TM-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement.

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The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234TM-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The

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Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that arc included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

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§ 3.3.1.1 For purposes of Section 8.1.2 of A201-2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201-2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Dally Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 **OWNER'S RESPONSIBILITIES**

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234TM-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133TM-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as upplicable.)

Preconstruction Fees - Gadsden County Maintenance		
AIA Contract Fees	\$200.00	
Printing Allowance	\$300.00	
Owner Contractor Design Coordination	\$3,466.00	
Budget Development	\$1,413.90	

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§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position	Rate
Project Director	\$149.00/HR
Project Manager	\$86.65/HR
Superintendent	\$83.30/HR
Staff Assistant	\$43,30/HR

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within TWO (2) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid THIRTY (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager. (Insert rate of monthly or annual interest agreed upon.)

N/A %

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ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manuger's Fee.)

To be determined based off of Overhead and Profit Form 00425 in Agreement No 2022-0003 between Owner and Contractor, once final GMP is determined.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Percentage to be based on cost of the work, as it relates to the Overhead and Profit Form 00425 in Agreement No 2022-0003 between Owner and Contractor.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Fifteen Percent (15%) cost of the work.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed One Hundred percent (100%) of the standard rental rate paid at the place of the Project.

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§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents, Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201-2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201-2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

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§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories. workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

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Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

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§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

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§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- The Construction Manager's capital expenses, including interest on the Construction Manager's capital .5 employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 **DISCOUNTS, REBATES, AND REFUNDS**

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

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ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager of its responsibility to perform the Work in accordance with the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

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§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Payment Schedule to be determined after Contract Execution. School Board and Contractor to negotiate timeframes for payment based off of School Board's approval process and Contractor's terms with Subcontractors and Suppliers.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate

that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

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.6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%)

§ 11.1.8.1.1 The following items are not subject to retainage: (Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Five Percent (5%)

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows: (If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

N/A

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§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion,)

N/A

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§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of A1A Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

N/A

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

Legal Rate

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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Bill Hunter Director of Facilities Gadsden County Schools

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§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows: (Check the appropriate box.)

- [] Arbitration pursuant to Article 15 of AIA Document A201-2017
- [X] Litigation in a court of competent jurisdiction
- [] Other: (Specify)

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201-2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal

assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment § 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201-2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201-2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201-2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- Take the Cost of the Work incurred by the Construction Manager to the date of termination; .1
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201-2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Construction Manager a termination fee as follows: (Insert the amount of or method for determining the fee, if any, pavable to the Construction Manager following a

For all of the work completed and materials received.

termination for the Owner's convenience.)

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201-2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

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ARTICLE 14 **MISCELLANEOUS PROVISIONS**

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201-2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than (\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than (\$) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than (S) per claim and (S) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
Commercial General Liability	1,000,000.00/2,00
Automobile Liability	1,000,000.00
Excess Liability	4,000,000.00
Workers Compensation and Employers	1,000,000.00
Liability	

00.000.00

init. 1

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§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133TM_2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133TM-2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203TM–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

```
N/A
```

§ 14.5 Other provisions:

N/A

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133[™]-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133TM-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133TM-2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201TM–2017, General Conditions of the Contract for Construction
- .5 AIA Document E203TM-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

- .6 Other Exhibits: (Check all boxes that apply.)
 - AIA Document E234TM-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below: (Insert the date of the E234-2019 incorporated into this Agreement.)

Init.

[X] Supplementary and other Conditions of the Contract:

Document Plansprovided byOwner	Title Maintenance Building – Budget Set	Date 12.2.22	Pages 1 a, 2, 3a, 4, 5, 6, 7, 8, 8a, 9, 10
Document	Title	Date	Pages
Qualifications	Qualifications – Gadsden County Schools- Facilities and Maintenance Remodel	12.8.22	1

.7 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AlA Document A101 - 2017 provides that the advertisement or invitation to bid. Instructions to Bidders. sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

Init.

Eliph Key-Superintendent (Printed name and title)

CONSTRUCTION MANAGER (Signature)

Cole Bracey - Project Manager (Printed name and title)

OWNER (Signature) Leroy McMillan – Board Chair (Printed name and title)

Certification of Document's Authenticity

AIA[®] Document D401[™] - 2003

I, Cole Bracey, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:46:19 ET on 12/08/2022 under Order No. 2114342624 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA[®] Document A133[™] – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

Project Marag 12/8/2022

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AIA Document A133 – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 8th day of December in the year 2022, is incorporated into the accompanying AIA Document A133^{TML} 2019. Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 8th day of December in the year 2022 (the "Agreement") (In words, indicate day, month, and year.)

for the following PROJECT: (Name and address or location)

RFP 2022-0003 Gadsden County Maintenance Building 805 S Stewart Street, Quincy, FL 32351 Renovations to the existing Gadsden County Maintenance Building

THE OWNER: (Name. legal status, and address)

The Gadsden County School Board 35 Martin Luther King Jr. Dr. Quincy, FL 32351

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Southland Contracting, Inc. 1843 Commerce Blvd. Midway, FL 32343

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Eight Hundred Seventy-Four Thousand Seven Hundred and Eighty-Eight Dollars and

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document $A201^{m}$ -2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

1

Page 44 of 91

Init.

Thirty-Eight Cents (\$ 874.788.38), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances: the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

See the attached Itemized Statement of the GMP "Estimate Summary".

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

1

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item

Price

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

ltem	Price	Conditions for Acceptance
------	-------	---------------------------

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

ltem	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be: (Check one of the following boxes.)

> [] The date of execution of this Amendment.

- [X] Established as follows: (Insert a date or a means to determine the date of commencement of the Work.)
- I Owner and Contractor design efforts to begin upon Contract Execution.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

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[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: Date to be determined by an amendment, once Owner and Contractor design efforts are completed.

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document Qualifications	Title Qualifications - Gadsden County Schools – Facilities and Maintenance Remodel	Date 12.8.22	Pages 1
§ A.3.1.2 The following Specif (Either list the Specifications h	fications: here, or refer to an exhibit attac	hed to this Amendm	ent.)
No specifications have been p	rovided by Owner at this time.		
Section	Title	Date	Pages
§ A.3.1.3 The following Drawi (Either list the Drawings here,	ngs: or refer to an exhibit attached	to this Amendment.,)
Attacehment: Maintenance Bu	uilding – Budget Set – 12.2.22 –	Pages 1a, 2, 3a, 4,	5, 6, 7, 8, 8a, 9, 10
Number	Title		Date
comprise the Sustainability Ple Sustainability Plan identifies a	an, if any: ainable Objective in the Owner an by title, date and number of p nd describes the Sustainable O cted to achieve the Sustainable	pages, and include a bjective; the targete	other identifying inform ed Sustainable Measure

5/

(If ments that mation. The con Sus es; im Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title Date Pages

Other identifying information:

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3

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price: (Identify each allowance.)

Item

Price

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based: (Identify each assumption and clarification.)

As described in the document -Qualifications - Gadsden County Schools Facilities and Maintenance Remodel 12.822

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information: (List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers. identified below:

(List name, discipline, address, and other information.)

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

Elijah Key- Superintendent (Printed name and title)

CONSTRUCTION MANAGER

Cole Bracey - Project Manager

(Printed name and title)

OWNER (Signature)

Leroy McMillan – Board Chair (Printed name and title)

Additions and Deletions Report for

AIA® Document A133[®] – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text, Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

This Amendment dated the 8th day of December in the year 2022, is incorporated into the accompanying AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the <u>Bth</u> day of December in the year 2022 (the "Agreement")

....

RFP_2022-0003 Gadsden County Maintenance Building 805 S Stewart Street, Ouincy, FL 32351 Renovations to the existing Gadsden County Maintenance Building

....

The Gadsden County School Board 35 Martin Luther King Jr Dr Ouincy, FL 32351

.....

Southland Contracting, Inc. 1843 Commerce Blvd. Midway, FL 32343

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Eight Hundred Seventy-Four Thousand Seven Hundred and Eighty-Eight (Dollars and Thiny-Eight Cents (5, 874, 788.38), subject to additions and deductions by Change Order as provided in the Contract Documents. PAGE 2

See the attached Itemized Statement of the GMP "Estimate Summary"

12.2

[X] Established as follows:

....

Owner and Contractor design offorts to begin upon Contract Execution. PAGE 3

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[X] By the following date: Date to be determined by an amendment, once Owner and Contractor design efforts are completed.

...

Qualifications	Qualifications - Gadsden	12.8.22
	County Schools -	_
	Facilities and	
	Maintenance Remodel	

111

No specifications have been provided by Owner at this time.

...

Attacehment: Maintenance Building - Budget Set - 12.2.22 - Pages 1a, 2, 3a, 4, 5, 6, 7, 8, 8a, 9, 10 PAGE 4

As described in the document - Qualifications - Gadsden County Schools - Facilities and Maintenance Remodel 12.8.22

1.14

Elijah Key - Superintendent

...

Cole Bracey Project Manager

1

OWNER (Signature)

Leroy MacMillan - Board Chair (Printed name and title)

Certification of Document's Authenticity

AIA[®] Document D401[™] - 2003

I, Cole Bracey, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:52:22 ET on 12/08/2022 under Order No. 2114342624 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA^k Document A133[™] – 2019 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed) Project Manag 12/8/2022

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Cost Estimate

Gadsden County Schools - Facility & Maintenance Remodel

Description	TotalCost
01000.000 Architectural/Engineering Fees	2,500.00
01300.000 Administrative requirements	76,138.20
01500.000 Temporary facilities and controls	6,415.15
01700.000 Execution requirements	17,600.45
02200.000 Site preparation	11,866.72
05400.000 Cold formed metal framing	2,107.66
06100.000 Rough carpentry	2,860.72
06400.000 Architectural woodwork	18,072.00
07200.000 Thermal protection	4,480.44
07400.000 Roof and siding panels	12,110.40
08100.000 Metal doors and frames	16,707.21
08400.000 Entrances and storefronts	8,256.60
08500.000 Windows	7,939.04
08700.000 Hardware	1,585.19
09100.000 Metal support assemblies	6,073.55
09200.000 Plaster and gypsum board	70,724.19
09900.000 Paints and coatings	56,108.58
22000.000 Plumbing	2,691.20
23000.000 HVAC	107,648.00
26000.000 Electrical Total Gross Cost	189,460.48 621,345.77

-

Southland Contracting, Inc. 1830 Commerce Boulevard Midway, Florida 32343 850-562-8278

Estimate Summary

Category	Amount	Percent
Labor	\$77,662.09	13.27%
Material	\$37,137.43	6.35%
Equipment	\$1,865.21	0.32%
Subcontract	\$451,972.83	77.24%
Temp. Material	\$0.00	0.00%
Equip. Rental	\$4,776.88	0.82%
Other	\$11,751.33	2.01%
Net Cost	\$585,165.77	
Payroll Burden	\$33,394.70	43.00%
Sales Tax	\$2,785.31	7.50%
Subtotal	\$621,345.77	
G/L Insurance	\$14,871.00	1.70%
Contractor Mark UP	\$52,487.30	6.00%
Contingency	\$174,957.68	20.00%
P&P Bond	\$11,126.63	1.79%
Total Estimate	\$874,788.38	

12/8/2022

Additions and Deletions Report for

AIA[®] Document A133[™] - 2019

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PAGE 1

AGREEMENT made as of the 8th day of December in the year 2022

...

The Gadsden County School Board 35 Martin Luther King Jr. Dr. Ouincy, FL 32351

...

Southland Contracting, Inc. 1843 Commerce Blvd, Midway, FL 32343

<u>RFP 2022-0003</u> <u>Gadsden County Maintenance Building</u> 805 S Stewart Street, Quincy, FL 32351 <u>Renovations to the existing Gadsden County Maintenance Building</u>

...

N/A PAGE 2

Unknown at the time of execution.

•••

The Project will be developed based upon plans provided by the Owner and written approval of construction materials by Owner.

The Project consists of interior and exterior renovations to an existing masonry building with exposed bar joists and an existing mezzanine area, damaged by Hurricane Michael. PAGE 3

Unknown at the time of execution.

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Bill Hunter Director of Facilities Gadsden County Schools

Brad Arnald Maintenance Supervisor PAGE 4

Cole Bracey Project Manager Southland Contracting, Inc.

Eddie Long Vice President / Project Director Southland Contracting, Inc. PAGE 10

Preconstruction Fees - Gadsden County Maintenance		
AIA Contract Fees	\$200.00	
Printing Allowance	<u>\$300.00</u>	
Owner Contractor Design Coordination	<u>\$3,466.00</u>	
Budget Development	<u>\$1,413.90</u>	
	<u>-</u> <u>\$5,379.90</u>	

PAGE 11

Project Director	\$149.00/HR
Project Manager	\$86.65/HR
Superintendent	<u>\$83.30/HR</u>
Staff Assistant	<u>\$43.30/HR</u>

...

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within $\underline{TWO}(2)$ months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services stall be equitably adjusted.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid <u>THIRTY (30)</u> days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

N/A %

....

To be determined based off of Overhead and Profit Form 00425 in Agreement No 2022-0003 between Owner and Contractor, once final GMP is determined.

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•••

Percentage to be based on cost of the work, as it relates to the Overhead and Profit Form 00425 in Agreement No 2022-0003 between Owner and Contractor.

...

Fifteen Percent (15%) cost of the work,

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed One Hundred percent (100 %) of the standard rental rate paid at the place of the Project. **PAGE 12**

N/A PAGE 16

Payment Schedule to be determined after Contract Execution. School Board and Contractor to negotiate timeframes for payment based off of School Board's approval process and Contractor's terms with Subcontractors and Suppliers. **PAGE 18**

Five Percent (5%)

....

Five Percent (5%)

....

N/A

N/A PAGE 19

N/A

....

%-Legal Rate **PAGE 20**

Bill Hunter Director of Facilities Gadsden County Schools

...

PAGE 21

Litigation in a court of competent jurisdiction

For all of the work completed and materials received. PAGE 22

> Commercial General Liability Automobile Liability **Excess Liability**

1,000,000.00/2,000,000.00 1,000,000.00 4,000.000.00

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Workers Compensation and Employers Liability PAGE 23	1.000.000.00		
N/A			
300			
N/A PAGE 24			
[X] Supplementary and other Co	nditions of the Contract:		
Document	Title	Date	Pages
Plans provided by Owner	<u>Maintenance Building –</u> Budget Set	12.2.22	<u>1a, 2, 3a, 4, 5,</u> <u>6, 7, 8, 8a, 9,</u> <u>10</u>
Qualifications	<u>Oualifications – Gadsden</u> <u>County Schools –</u> <u>Facilities and</u> Maintenance Remodel	<u>12.8.22</u>	1
Elijah Key - Superintendent	Cole Bracey - Pr	roject Manager	
	te.	Eng	1
OWNER (Signature)			
Leroy MacMillan – Board Chair (Printed name and title)			

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA AGENDA ITEM NO. 9a

DATE OF SCHOOL BOARD MEETING: December 20, 2022

TITLE OF AGENDA ITEM: Gadsden Technical College

DIVISION: Academic Services

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

PURPOSE AND SUMMARY OF ITEM:

According to School Board Policy 2340 (Field and Other District-Sponsored Trips), all out-of-state field trips must be approved by the School Board. Gadsden Technical College students and instructor are requesting approval for an out-of-state field trip to attend the NAHB International Builders Show in Las Vegas, NV.

Please see attached documentation.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Tammy McGriff, EdS

POSITION: Assistant Superintendent, Academic Services PreK-12

INSTRUCTIONS TO BE COMPLETED BY PREPARER

____Number of ORIGINAL SIGNATURES NEEDED by preparer.

 SUPERINTENDENT'S SIGNATURE: page(s) numbered ______

 CHAIRMAN'S SIGNATURE: page(s) numbered ______

 REVIEWED BY: ______

FORM MUST BE RECEIVED IN DISTRICT OFFICE 2 WEEKS PRIOR TO TRIP

FIELD TRIP REQUEST

DATE OF REQUEST:	EQUEST: SCHOOL: CONTACT FOR FIL	
November 21, 2022	Gadsden Technical College	Mrs. Miranda Cole
DATE OF TOD.	WHO IS ATTEN	DINC: (grade/organization)

DATE OF TRIP:	WHO IS ATTENDING: (grade/organization)
January 29 – February 5, 2023	Gadsden Technical College students and instructor

LOCATION:	TRAVELING BY:	
IBS Vegas Competition		□ Charter Bus
Las Vegas, NV	•Other – Allegiant Air	

PURPOSE:

The NAHB International Builders' Show® (IBS) is the #1 event for the residential construction industry. We can tell you all day long that if you're in this industry that you should attend the show. Period. This will afford our students to be apart of this amazing event.

SCHOOL BUS - Required items for approval:

- 1. Principal's signature
- 2. Complete list of participants and chaperones
- 3. Complete final itinerary
- 4. Documentation showing correlation of the Florida Standards or benchmark to the field trip request

CHARTER BUS-Required items for approval:

- 1. Principal's signature
- 2. Complete list of participants and chaperones
- 3. Complete final itinerary
- 4. Copy of charter bus contract with signatures
- 5. Proof of Insurance showing either district or school as insured

Signature of Person Requesting Trip

Approval of Principal (Signature required)

	APPROVED	DENIED	
Super	intendent/Designee	Date	

Please forward completed form via district mail or fax:

Mrs. Euruka Fields, Program Assistant for Instructional Services

Fax: (850) 627-3530 Email: fieldse@gcpsmail.com

UPDATED: 2/28/2022

Page 58 of 91

The School Board of Gadsden County



"Opportunity at Your Fingertips" Miranda Cole Adult Education Coordinator **ELIJAH KEY, JR** SUPERINTENDENT OF SCHOOLS

GADSDEN TECHNICAL COLLEGE Thomas E. Saxton, Director Career Technical and Adult Education



"Opportunity at Your FIngertIps" Angela G. Sapp CTE Coordinator

201 Martin Luther King Jr. Blvd. Quincy, FL 32351 Telephone: (850)875-8324 FAX: (850)875-7297 http://www.gadsdentech.org

NAHB International Builders Show Las Vegas Convention Center 3150 Paradise Rd Las Vegas, NV 89109

Roster

November 21, 2022

Miranda Cole, Chaperone Theleah Albert, Chaperone Kerwyn Wilson, Chaperone Seste Wilson III, Chaperone Johns Poy CTC Student GTC Student Im, GTC Student

Mission Statement

The mission of Gadsden Technical College is to recognize the worth and potential of each student. We are committed to providing opportunities for basic and advanced instruction in a conducive learning environment. The College encourages academic and technical curiosity, innovation and creativity by integrating applied academic skills in all occupational areas. We strive to instill the attitudes and skills necessary to produce motivated, self-sufficient individuals who are able to function effectively in our ever-changing, complex society.

CATHY D. 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 32324 GREENSBORO, FL 32330 CHARLIE D. FROST DISTRICT NO. 4 GRETNA, FL 32332 QUINCY, FL 32352

KAREMA D. DUDLEY DISTRICT NO. 5 QUINCY, FL 32353

The School Board of Gadsden County



"Opportunity at Your Fingertips" Miranda Cole Adult Education Coordinator **ELIJAH KEY, JR** SUPERINTENDENT OF SCHOOLS

GADSDEN TECHNICAL COLLEGE

Thomas E. Saxton, Director Career Technical and Adult Education



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201 Martin Luther King Jr. Blvd. Quincy, FL 32351 Telephone: (850)875-8324 FAX: (850)875-7297 <u>http://www.gadsdentech.org</u>

NAHB International Builders Show Las Vegas Convention Center 3150 Paradise Rd Las Vegas, NV 89109

IBS Vegas Itinerary

ACTIVITY
8:00 AM Depart Quincy for Destin Airport
11:00 AM Arrive in Destin
1:00 PM Board Allegiant Air to Las Vegas Flight #3102
3:30 PM Land in Las Vegas
4:30 PM Check in Hotel (Flamingo Hotel 3555 S Las Vegas Blvd, LV, Nevada 89109)
7:00 PM Dinner at hotel restaurant
7:00 AM Registration at Las Vegas Convention Center
5:00 PM Leave convention center for the day
See enclosed itinerary of the event at the center
7:00 AM Registration at Las Vegas Convention Center
5:00 PM Leave convention center for the day
See enclosed itinerary of the event at the center
7:00 AM Registration at Las Vegas Convention
Center 5:00 PM Leave convention center for the day
See enclosed itinerary of the event at the center
See enclosed itilierary of the event at the center
7:00 AM Registration at Las Vegas Convention Center
5:00 PM Leave convention center for the day
See enclosed itinerary of the event at the center
Tourist activities to be determined
Tourist activities to be determined

SUNDAY, FEBRUARY 5, 2023	4:15 PM Depart Las Vegas Airport for Destin Allegiant Air #1480
	10:00 PM Arrive in Destin 10:30 PM Depart Destin for Quincy 1:00AM Arrive in Quincy

Mission Statement

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CATHY D. 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 32324 GREENSBORO, FL 32330 CHARLIE D. FROST DISTRICT NO. 4 GRETNA, FL 32332 QUINCY, FL 32352 KAREMA D. DUDLEY DISTRICT NO. 5 QUINCY, FL 32353

Schedule

IBS Location

Las Vegas Convention Center (LVCC) 3150 Paradise Road Las Vegas, NV 89109

IBS 2023 Show Schedule

(Last updated 9/30/2022. Dates, times and locations are all subject to change. All times PST.)

Saturday, January 28

Sunday, January 29

Monday, January 30

7:00 AM-7:00 PM

Attendee & Exhibitor Registration

LVCC

8:30 AM-5:00 PM

Pro Builder & Pro Remodeler's U40 Leadership Summit

LVCC

9:00 AM-4:00 PM

Master Workshops

LVCC

9:00 AM-5:00 PM

NAHB Pre-Show Education Courses

Encore Hotel

Tuesday, January 31 (SHOW DAY 1)

6:30 ам-6:00 рм

Hotel Shuttle Service

Official Show Hotels not within walking distance of the LVCC

7:00 AM-5:00 PM

Attendee & Exhibitor Registration

LVCC

7:30 ам-5:30 рм

IBS Centrals

LVCC

8:00 AM-9:00 AM

DCW Opening Ceremonies featuring Mike Rowe, Powered by Wells Fargo Home Mortgage

Westgate - Lobby Level - Paradise Event Center

8:00 AM-5:00 PM

IBS Store, powered by NAHB BuilderBooks

LVCC - Central Hall Lobby

9:00 AM-5:00 PM

IBS Exhibits

LVCC - Central Hall, West Halls W1-W2, South Hall S3, Level 2

9:00 AM-5:00 PM

IBS Outdoor Exhibits

LVCC - Silver Parking Lot 1

9:30 AM-5:00 PM

IBS Education Sessions*

LVCC

6:30 рм-8:30 рм

Official IBS House Party**

Drai's Beachclub & Nightclub

Wednesday, February 1 (SHOW DAY 2)

6:30 AM-6:00 PM

Hotel Shuttle Service

Official Show Hotels not within walking distance of the LVCC

7:00 AM-5:00 PM

Attendee & Exhibitor Registration

LVCC

7:30 AM-5:30 PM

IBS Centrals

LVCC

8:00 AM-5:00 PM

IBS Store, powered by NAHB BuilderBooks

LVCC - Central Hall Lobby

8:30 AM-4:00 PM

IBS Education Sessions*

LVCC

9:00 AM-5:00 PM

IBS Exhibits

LVCC - Central Hall, West Halls W1-W2, South Hall S3, Level 2

9:00 AM-5:00 PM

IBS Outdoor Exhibits

LVCC - Silver Parking Lot

8:00 pm-11:00 pm

IBS Young Pro Party**

DawgHouse Saloon

Thursday, February 2 (SHOW DAY 3)

6:30 AM-6:00 PM

Hotel Shuttle Service

Official Show Hotels not within walking distance of the LVCC

7:00 AM-5:00 PM

Attendee & Exhibitor Registration

LVCC

7:30 AM-1:00 PM

IBS Centrals

LVCC

8:00 AM-5:00 PM

IBS Store, powered by NAHB BuilderBooks

LVCC - Central Hall Lobby

8:30 AM-2:00 PM

IBS Education Sessions*

LVCC

9:00 AM-5:00 PM

IBS Exhibits

LVCC - Central Hall, West Halls W1-W2, South Hall S3, Level 2

9:00 AM-5:00 PM

IBS Outdoor Exhibits

LVCC - Silver Parking Lot

5:00 PM-7:30 PM

DCW Closing Concert featuring Sheryl Crow**

Westgate - Lobby Level - Paradise Event Center

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 9b

DATE OF SCHOOL BOARD MEETING: December 20, 2022

TITLE OF AGENDA ITEM: Gadsden County High School Boys Varsity Basketball Team

DIVISION: Academic Services

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

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

According to School Board Policy 2340 (Field and Other District-Sponsored Trips), all out-of-state field trips must be approved by the School Board. The Gadsden County High School Boys Varsity Basketball Team is requesting approval to play in an out-of-state basketball game in Thomasville, Georgia.

Please see attached documentation.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Tammy McGriff, EdS

POSITION: Assistant Superintendent, Academic Services PreK-12

INSTRUCTIONS TO BE COMPLETED BY PREPARER

Number of ORIGINAL SIGNATURES NEEDED by preparer.

 SUPERINTENDENT'S SIGNATURE: page(s) numbered ______

 CHAIRMAN'S SIGNATURE: page(s) numbered ______

 REVIEWED BY: ______

FORM MUST BE RECEIVED IN DISTRICT OFFICE 2 WEEKS PRIOR TO TRIP

FIELD TRIP REQUEST THE CT **CONTACT FOR FIELD TRIP:** SCHOOL: nnis ///0/2 unt WHO IS ATTENDING: (grade/organization) DATE OF TRIP: **LOCATION: TRAVELING BY: School bus** Charter bus homasville HS **PURPOSE:** SCHOOL BUS - Required items for approval: CHARTER BUS - Required items for approval: 1. Principal's signature 1. Principal's signature 2. Complete list of participants and chaperones 2. Complete list of participants and chaperones 3. Complete final itinerary 3. Complete final itinerary 4. Copy of charter bus contract with signatures 4. Documentation showing correlation of 5. Proof of Insurance showing either district or the Florida Standards or benchmarks to school as insured ÷ the field trip request Approval of Principal (signature required) Signature of Person Requesting Trip APPROVED DENIED Superintendent/Designee Date

Please forward completed form via district mail or fax to: Mrs. Cheryl Ellison Administrative Assistant for Curriculum & Instruction Fax: (850) 627-3530 Email: ellisonc@gcpsmail.com



Gadsden County High School



27001 Blue Star Memorial Hwy Havana, Florida 32333 Ph (850) 662-2300 Fax (850) 539-2863 http://gchs.gadsdenschools.org/

Thomasville HS 315 S Hansell St, Thomasville, GA 31792

Boys Basketball Itinerary 12/29/22

3:30pm depart GCHS

4:45pm arrive at Thomasville HS

5:30pm Varsity Game

7:00pm depart Thomasville HS

8:15 pm arrive back at GCHS

Parent Pick Up

Boys Basketball Roster



Coaches

Andrew Moten

Barry Corker

Bakari Williams

Jamal Holt

Tom Fraizer

Eric Jones

Dennis Moye

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 9c

DATE OF SCHOOL BOARD MEETING: December 20, 2022

TITLE OF AGENDA ITEM: Strategic Continuous Improvement Plan 2023-2027

DIVISION: Academic Services

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

PURPOSE AND SUMMARY OF ITEM:

Approval is requested of the 2023-2027 Strategic Continuous Improvement Plan.

Please see attached documentation.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Tammy McGriff, Ed§

POSITION: Assistant Superintendent, Academic Services PreK-12

INSTRUCTIONS TO BE COMPLETED BY PREPARER

_____Number of ORIGINAL SIGNATURES NEEDED by preparer.

 SUPERINTENDENT'S SIGNATURE: page(s) numbered ______

 CHAIRMAN'S SIGNATURE: page(s) numbered ______

 REVIEWED BY: ______



STRATEGIC CONTINUOUS IMPROVEMENT PLAN (2023-2027)

Gadsden County School District

Quincy, Florida

Abstract

The Gadsden County School District is on a quest toward excellence. We exist solely for our students and everything we do must be focused on the things that are in their best interest. From this perspective, we have identified five (5) pillars that undergird our quest and they are, <u>Teaching and Learning, Culture and Climate</u>. Family and Community Engagement, Human Resources and Support Systems. We will continue collaborating with all stakeholders to better prepare our students for life in a global society.

December 2022

Support Systems – 18 1

- Human Resources 15
- Family and Community Engagement 11
- Culture and Climate 7
- Teaching and Learning 3
- Vision, Mission, and Core Beliefs 2

Page

Table of Contents

VISION

The Gadsden County School District comprises a system of excellence that prepares ALL students to live and successfully compete in a global society.

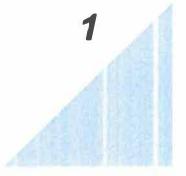
MISSION

The Mission of Gadsden County School District is to collaborate with all stakeholders to provide a safe, caring, rigorous and engaging instructional environment in which students can learn and succeed.

CORE BELIEFS

The Gadsden County School District believes that:

- > all students will learn when instruction is engaging, rigorous, differentiated and individualized;
- > learning environments must be safe and supportive;
- > schools exist to foster the development and well-being of the whole child;
- > understanding and respecting diversity enriches students' lives;
- > every student has a right to a high-quality education;
- > success requires shared responsibility, collaboration and communication among all staff, families, students and the community;
- > engaged families combined with highly effective teachers and school leaders are the central components of a successful school;
- > positive character education is essential to whole child development;
- > high-quality customer service is a critical component of high-quality education;
- > everyone must be held to the highest ethical standards to achieve excellence;
- > everyone must contribute to and be held accountable for student achievement; and
- > all district services must be linked to student achievement, growth and development.



TEACHING AND LEARNING PILLAR

Goal: The Gadsden County Public School District will prepare each student for academic and job-related success by providing rigorous learning environments that are engaging and instruction that is aligned with Florida standards.

Objective:					Benc	hmarks and Timeli	ines		
By the end of the 2027 school year:	Metric(s)	Baseline	Activities/Strategies	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	Accountability Champion(s)
(TAL1/HR4) Teachers who have an English Language Learner (ELL) in their classroom starting the school year 2022-2023 will have completed their requirements for ESOL endorsement by September 15, 2023 or be ESOL endorsed by September 15, 2027.	Official Documentation of completion requirements for ESOL endorsement	TBD	PAEC ESOL Blended Courses: Zoom meetings and online/follow up activities Online ESOL Courses	Teachers who were identified as out of compliance in ESOL during the school year 2022- 2023 will complete one ESOL course (60 credits) during this school year.	Teachers who were identified as out of compliance in ESOL during the school year 2022- 2023 will complete their second ESOL course (60 credits) during this school year for a total of 120 hours.	Teachers who were identified as out of compliance in ESOL during the school year 2022- 2023 will complete their third ESOL course (60 credits) during this school year for a total of 180 hours.	Teachers who were identified as out of compliance in ESOL during the school year 2022-2023 will complete their fourth ESOL course (60 credits) during this school year for a total of 240 hours.	Teachers who were identified as out of compliance in ESOL during the school year 2022- 2023 will complete their fifth and last 60- in-service course during this school year for a total of 300 hours.	Director of Professional Learning Director of Human Resources Assistant Superintendent for Academic Services School Principals
(TAL2/HR5) All teachers will have participated in at least one professional learning opportunity per year on instructional strategies for assisting ELLs in the classroom.	PAEC Participation Records	315	Onsite/Online ESOL Professional Development Workshops	One workshop in either Fall or Spring	One workshop in either Fall or Spring	One workshop in either Fall or Spring	One workshop in either Fall or Spring	One workshop in either Fall or Spring	Director of Profesional Learning PAEC/Gadsden ELL Consultants
(TAL3) ESOL support staff will have annually conducted non-evaluative classroom	Classroom Walk- through Documentation	Two classroom visits for schools with highest number of ELL students. (Ten	Identify teachers with ELIs in their classrooms. Conduct classroom walk- throughs purposed to	Two walk- throughs per identified teacher; one in the Fall and one	Continue walk- throughs during each semester and provide feedback to	Continue walk- throughs during each semester and provide feedback to teachers.	Continue walk- throughs during each semester and provide feedback to	Continue walk- throughs during each semester and provide feedback to	ELL direct

walk-throughs for identified teachers with English Language Learners (ELL) to identify student needs and make suggestions for ELL strategies that the teachers can incorporate to better serve ELL students with low proficiency skills in writing, reading, listening and speaking.		schools visited during 21-22 school year)	support instructional staff on how to differentiate their practices to better assist ELL students in developing all proficiency skills.	in the Spring and provide feedback to teachers.	teachers.		teachers.	teachers.	
(TAL4) All schools with at least 15 students speaking the same native language will have been provided one aide or teacher proficient in the same language and trained to assist in ESOL basic subject area instruction as per the Florida Consent Decree.	School enrollment demographic data Teacher/aide assignment data	Five schools in compliance	Provide support to all schools identified as out of compliance during their transition in the hiring process of qualified personnel.	50% of all schools will be in compliance.	60% of all schools will be in compliance.	70% of all schools will be in compliance.	80% of all schools will be in compliance.	100% of all schools will be in compliance	School Principals ELL Director
(TAL5) Will have Increased the percentage of pre-kindergarten students who demonstrate proficiency in all domains of the Florida Pre- Kindergarten Early Learning Outcome Frameworks and Florida Early Learning Development Standards.	Florida Assessment of Student Thinking (FAST): Star Early Literacy Assessment Benchmark Comprehensives Assessment (BCA)	42% proficient	All Pre-K classes will implement state and district- approved curriculum with fidelity and use the BCA progress monitoring tool to measure and record ongoing individual student gains Make a plan using goals, set with families during parent conferences on student data form. Utilize data to drive differentiated instruction in small groups, scaffold/adapt instruction to accommodate individual	44% proficient	46% proficient	49% proficient	52% proficient	55% proficient	Classroom teachers PreK Education Team School site administrator PreK Director Asst Supt for Academic Services

			student needs or/and learning styles.						
(TAL6) The percentage of students achieving the state required kindergarten readiness score will have increased by 31 percentage points.	FAST: Star Early Literacy Assessment	50%	Analyze and compare data after each assessment period. Using data from the FAST: STAR Early Literacy Assessment to identify students who do not meet the state required kindergarten readiness score. Provide standards-based instruction to improve student performance.	61%	66%	71%	76%	81%	Teachers PreK Education Team School site administrator PreK Director Assistant Superintendent for Academic Services
(TAL7) The percentage of students demonstrating proficiency in each of the core academic areas will have increased by 25 percentage points respectively.	FAST: Star Early Star Reading Star Math Algebra I EOC Biology EOC Civics EOC US History EOC	Florida Standards Assessment (FSA): ELA – 31% Math-31% Soc. Studies-64% Science- 27%	Implement district-wide monthly progress monitoring Annual assessment through state progress monitoring system Implement approved curricular resources with fidelity Provide ongoing professional development on instructional practices Provide immediate interventions when significant reading deficiencies are identified Provide standards-based instruction in all subjects	ELA – 36% Math-36% Soc. Studies 69% Science- 32%	ELA – 41% Math-41% Soc. Studies-74% Science- 37%	ELA – 46% Math-46% Soc. Studies-79% Science- 42%	ELA – 51% Math-51% Soc. Studies-84% Science- 47%	ELA – 56% Math-56% Soc. Studies-89% Science- 52%	Classroom Teachers School Principals Instructional Specialists Area Directors for Elementary and Secondary Education Area Director for Exceptional Education Assistant Superintegent of Academics
		Graduation Rate 83%	Conduct graduation audits each semester for	Graduation Rate - 86%	Graduation Rate 89%	Graduation Rate 92%	Graduation Rate	Graduation Rate 100%	School Principal

(TAL8) Will have increased the percentage of students who are deemed college and/or career ready as follows: Graduation Rate - 17 percentage points. Industry Certification - 25 percentage points.	Graduation Rate	2021-2022 Industry ertification Pass Rate-53%	all high school students. Remediate students not passing US History EOC and Algebra 1 EOC. Provide courses for students to prepare them for obtaining a qualifying score on the 10 th grade ELA assessment or ACT/SAT concordant score. Offer pathways for students to successfully complete Career and Technical Education industry certification.	Industry Certification Pass Rate 58%	Industry Certification Pass Rate 63%	Industry Certification Pass Rate 68%	95% Industry Certification Pass Rate 73%	Industry Certification Pass Rate78%	Guidance Counselors Area Director, Secondary Education Assistant Superintendent for Academic Services CTE Director CTE Director CTE Coordinator CTE Instructors
--	-----------------	--	---	--	--	--	---	---	---

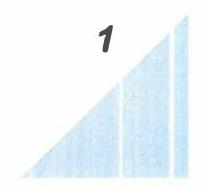
CULTURE AND CLIMATE PILLAR

Goal: The Gadsden County Public School District will develop and sustain a safe, positive and healthy school environment for all stakeholders resulting in optimal school achievement.

			Program (RJTP). Train Counselors in Youth Mental Health First Aid, Trauma Informed Care, De-escalation Techniques and the Monique Burr Child Safety Program						School Social Workers Program Specialists
(CC2) The percentage of students requiring Tier 2 and Tier 3 support will have been reduced by 25 percentage points.	FAST Data Reports Student Discipline Data District Attendance Data	1,281 Students (30%)	Review students' data (ongoing) and create list of students that will require initial MTSS meeting Train Counselors and/or other school personnel in the function of the Student Study Team (SST)/ Multi-tiered Support Systems (MTSS) and procedures.	25%	20%	15%	10%	5%	ESE/Student Services Director School Site Administrators School Psychologists School Social Workers Program Specialists District Instructional Coach Classroom Teachers Assistant Superintendent for Academic Services
(CC3) Schools will have decreased the total number of In-school and Out-of-school suspensions.	Discipline data from Student Information System	2021-2022 OSS: 1415 ISS: 136	Thoroughly investigate all disciplinary infractions and administer discipline systems in a fair and consistent manner. Implement Positive Behavior Interventions and Supports in all schools (PBIS)	OSS 28% (396) ISS 28% (39)	OSS 24%% (339) ISS 24% (33)	OSS 20% (283) ISS 20% (27)	OSS 16% (226) ISS 16% (22)	OSS 12% (170) ISS 12% (16)	District Personnel School Administrators School Staff

		0							Parents	
(CC4/HR6) Ninety-five percent (95%) of all teachers, counselors and school administrators will have been trained in the implementation of structures that support a whole child approach to meet the varied needs of students.	Percentage of school site employees trained in MTSS/RTI Percentage of district employees receiving mental health awareness training	TBD Percentage of district employees with training as of October 2022 369 teachers, counselors and administrators in the district.	On-going training for counselors and other school personnel in Student Study Team (SST) and Multi-Tier Systems of Supports (MTSS) procedures Provide mental health awareness training to all district employees Train counselors in Youth Mental Health First Aid, Trauma Informed Care and De-escalation Techniques	25% Trained	45% Trained	65% Trained	85% Trained	95% Trained	Superintendent School Board District Level Personnel School Administrators Guidance Counselors Psychologists Social Workers Teachers/Staff Parents	
(CC5) The district will have improved safe and secure learning environments for all students and staff at all sites.	School Climate Survey Data Safety Drills Logs Data DOE SESSIR results for Gadsden	% Who felt safe at School GR 3-4: 70% GR 5-8: 75% GR 9-12: 72% Staff: 91% SESSIR results for Gadsden	Ensure all school sites have either an armed guardian or resource officer on campus at all times when students are present. Conduct State required monthly safety drills. Administer Climate Surveys to stakeholders. Install metal detectors at all secondary schools. Implement the Intrado Safety Shield management platform throughout the district. Monthly threat assessment meetings. Develop district-wide Re- unification plan.	GR 3-4: 75% GR 5-8: 80% GR 9-12: 77% Staff: 92%	GR 3-4: 80% GR 5-8: 85% GR 9-12: 82% Staff: 94%	GR 3-4: 85% GR 5-8: 80% GR 9-12: 87% Staff: 95%	GR 3-4: 90% GR 5-8: 85% GR 9-12: 92% Staff: 96%	GR 3-4: 95% GR 5-8: 90% GR 9-12: 97% Staff: 97%	School and District Site Administrators	

			Continue to conduct safety site visits.						
(CC6) The district will have implemented a system whereby schools and the district recognize and celebrate the accomplishments of students and staff.	Data collected relative to the number and type of recognition activities	TBD	Monthly recognition of students and staff at school board meetings Recognition of staff at meetings Publish positive accomplishments of students, teachers and staff in individual school publications and on school and district websites.	Full implementati on at all sites	Continued implementation at all sites	Continued implementation at all sites	Continued implementation at all sites	Continued implementatio n at all sites	Superintendent School Board District Personnel All School Staff Students Parents



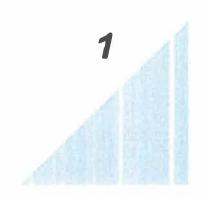
FAMILY AND COMMUNITY ENGAGEMENT PILLAR

Goal: To provide a comprehensive family and community engagement program that provides meaningful experiences to families in an effort to help them increase their involvement in their child's education.

Objectives:					Ben	chmarks and Ti	melines		
By the end of the 2027 school year:	Metric(s)	Baseline	Activities/Strategies	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	Accountability Champion(s)
(FACE1)	Number of	To be	Send out Skylert Messages from	TBD	5-percentage	10-percentage	15-percentage	20-percentage	Family And
	parents attending	established at	the Office of Family and		point	point increase	point increase	point increase	Community
The participation of parents attending	activities or	the end of the	Community Engagement and		increase from	from baseline	from baseline	from baseline	Engagement Staff
district and school activities or meeting	meetings at each	2022-2023	each school to inform parents of		baseline				
will have increased by 20 percentage	school and the district office	school year	activities and meetings.						All District Staff
points.			Distribute and post flyers to advertise activities and meeting.						School Administrators
			Advertise activities and meetings						School Staff
			on the schools' marquee.	1					Parent Liaisons
			Advertise activities and meetings						Migrant (ELL/ESOL)
			on social media platforms.						Department
	l I		Conduct activities and meetings						
			in various platforms to maximize						
			parents' participation (Google Meet, Zoom, Hybrid, Drive-						
			throughs and In Person).						
			Provide calendar of upcoming						
			events and meetings to the ELL						
			Department and work with the						
			department to provide translators during the school and						
			district meetings to ensure						
			translated materials are						1
			available in the language of the						
			non-English speaking parents.						
			Work with the ELL Department						
			to ensure materials are						

			translated into languages of non-English speaking parents. Utilize translation machines for non-English speaking parents; Offer training opportunities for parents in areas they feel they need help in order to assist their child.						
(FACE2) Contact with Families in Transition or Homeless Families will have increased to better provide support services.	Student Resident Questionnaire Data Official State of Florida Families and Homeless Data	Baseline will be established during the 2022- 2023 school year	The Student Resident Questionnaire will be provided in English and Spanish. Parents will be asked to complete the questionnaire at the beginning of the first and second semesters each school year. Parents will be asked to complete the Student Resident Questionnaire when students transfer to a different school. Students and families will be provided resources donated to the Family and Community Engagement Office. Seek and apply for grant funding to provide additional support for students and their families.	TBD	Increase by to 20 families from baseline	Increase to 40 families from baseline	Increase to 60 families from baseline	Increase to 80 families from baseline	Family And Community Engagement Staff School Administrators School Staff District Staff Parent Liaisons
(FACE3) The number of Agency/Business Partnerships will have increased by five.	Agency/Business Partnerships with each school and the School District	Currently 15 Agency/Business Partnerships	Continue to conduct Collaborative Business Partners' Meetings to engage partners. Continue to foster established and on-going relationships with partners by keeping them abreast of how the resources	Increase at least one	Increase at least two	Increase at least three	Increase at least four	Increase at least five	School Administrators District Staff Family And Community Engagement Staff

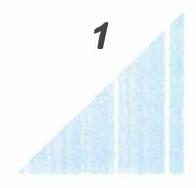
			they provide assist students and their families. Formally express appreciation to Agency/Business Partners each year. Establish a Memorandum of Understanding (MOU) with each partner.						
(FACE4) The number of Volunteers will have increased to 220.	Raptor System Data List of approved volunteers Logs of volunteer activities (flyers, pictures, social media posts). Data from Volunteer Tracking Forms	110 Volunteers	Establish a campaign to increase school volunteering. Conduct annual volunteer campaign to increase school volunteering Focus on building deeper relationships through planned activities which include all stakeholders. Engage working parents in active participation through planned activities during and after school. Recognize volunteers at each school and the district annually.	Increase To 121	Increase To 154	Increase To 165	Increase To 201	Increase To 220	School Administrators School-Based Volunteer Coordinators District Staff Family And Community Engagement Staff



Objective:					Benchm	arks and Tim	elines		Accountability Champion(s)
By the end of the 2027 School Year:	Metric(s)	Baseline	aseline Activities/Strategies	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	
HR1) The number of highly qualified recruited and hired teachers will have increased by 25%.	Percentage of highly qualified teachers recruited	248 teachers with Temporary and Professional Certificates	Expand recruiting to include in and out-of-state job fairs at various colleges, universities, and other organizations. Develop a long-range plan to identify the number and types of teachers and employees needed. Build additional formal partnerships with colleges and universities to create a pipeline of well-qualified professional future teachers.	260	273	285	298	310	Director of Human Resources Director of Professional Learning Principals
(HR2) Teachers, administrators, supervisors, and classified staff will have been provided professional learning opportunities to enhance their excellence and growth in their respective job assignments.	Number and kind of training and learning activities conducted	The program currently exists and working to expand its scope.	Conduct an annual needs assessment to determine priority professional learning opportunities for staff. Provide staff with training that will increase their knowledge and skills in their respective area as well as an overview of expectations and Board policies.	Offerings will be based on the current year's needs assessment	Offerings will be based on the current year's needs assessment	Offerings will be based on the current year's needs assessment	Offerings will be based on the current year's needs assessment	Offerings will be based on the current year's needs assessment	Director of Human Resources Director of Professional Learning
(HR3) The Professional Learning Department will have implemented a leadership development program for teacher leaders, assistant principals, and principals.	Records of program participation and completion	The district currently utilizes PAEC's leadership training program	Involve leaders in district-developed leadership activities and utilize the services of PAEC for teacher leadership, and Level I and Level II training for administrators. Mentoring Program (on-going)	Structure District Level Program	Establish and begin Cohort 1	Cohort 1 Completion	Establish and begin cohort 2	Cohort 2 Completion	Director of Human Resources Director of Professional 1 Learning Assistant Superintendent of Academic Services

									Principals Assistant Principals Teacher Leaders	
(TAL1/HR4) Teachers, who have an English Language Learner (ELL) In their classroom starting the school year 2022-2023 will have completed their requirements for ESOL endorsement by September 15, 2023 or be ESOL endorsed by September 15, 2027.	Official Documentation of completion requirements for ESOL endorsement	How many teachers fall into this category?	PAEC ESOL Blended Courses: Zoom meetings and online/follow up activities Online ESOL Courses	Teachers who were identified as out of compliance in ESOL during the school year 2022-2023 will complete one ESOL course (60 credits) during this school year.	Teachers who were identified as out of compliance in ESOL during the school year 2022-2023 will complete their second ESOL course (60 credits) during this school year for a total of 120 hours.	Teachers who were identified as out of compliance in ESOL during the school year 2022-2023 will complete their third ESOL course (60 credits) during this school year for a total of 180 hours.	Teachers who were identified as out of compliance in ESOL during the school year 2022-2023 will complete their fourth ESOL course (60 credits) during this school year for a total of 240 hours.	Teachers who were identified as out of compliance in ESOL during the school year 2022- 2023 will complete their fifth and last 60-in- service course during this school year for a total of 300 hours.	Director of Professional Learning Director of Human Resources Assistant Superintendent for Academic Services School Principals	
(TAL2/HR5) All teachers will have participated in at least one professional learning opportunity per year on instructional strategles for assisting ELLs in the classroom.	PAEC Participation Records	315 Teachers in the district	Onsite/ Online ESOL Professional Development Workshops	One workshop in either Fall or Spring	One workshop in either Fall or Spring	One workshop in either Fall or Spring	One workshop in either Fall or Spring	One workshop in either Fall or Spring	Director of Profesional Learning PAEC/Gadsden ELL Consultants	
(CC4/HR6 Ninety-five percent (95%) of all teachers, counselors and school administrators will have been trained in the implementation	Percentage of school site employees trained in MTSS/RTI Percentage of	TBD Percentage of district employees with training as of October 2022 369 teachers,	On-going training for counselors and other school personnel in Student Study Team (SST) and Multi Systems of Supports (MTSS) procedures Provide mental health awareness training to all district employees	25% Trained	45% Trained	65% Trained	85% Trained	95% Trained	Superintende School Board District Level Personnel	
								4	All	

of structures that support a whole child approach to meet the varied needs of students.	counselors and administrators in the district.	Train counselors in Youth Mental Health First Aid, Trauma Informed Care and De-escalation Techniques		School Administrators Guidance Counselors Psychologists Social Workers
A STATE OF A STATE				Teachers/Staff
			 	 Parents

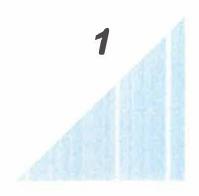


SUPPORT SYSTEMS PILLAR										
Goal: To improve and maintain	the efficacy of	systems, process	es and overall operation	ns of the distric						
Objective:		Charles and Street of Stre	And the second second		Bench	marks and Timelin	es			
By the end of the 2027 School Year:	Metric(s)	Baseline	Activities	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	Accountability Champion(s)	
(SS1) All physical doors and door locks will have met the current building security requirements.	Percentage of doors meeting security requirements	75% of doors meeting requirements as of October 2022	GBES-Replace all "Total Doors" HMS-Phase I Replace exterior "Total Doors" HMS-Phase II Replace all interior "Total Doors" WGMS-Bid classroom locks WGMS-Install new locks GCHS-Bid classroom locks GCHS-Install new locks	75% of all doors meet new building security requirements	85% of all doors meet new building security requirements	90% of all doors meet new building security requirements	95% of all doors meet new building security requirements	100% of all doors meet new building security requirements	Superintendent Assistant Superintendents Facilities Director School Board	
(SS2) The district will have provided an upgraded and improved educational environment for selected Quincy city schools.	New K-8 school in Quincy by the fall of 2024	SSES, GWM, JASM, and GEMS schools are 50 or more years old, and are substandard facilities.	Facilitate New School Construction meetings Obtain Board approval to build a new school Obtain State funding to build a new school Contract with architect to design and construction manager to build the new school Complete construction phases	Facilitate New School Construction meetings Obtain Board approval to build new school Obtain State funding to build a new school Contract with construction company to design and build new school Complete	Complete Phase III (Develop construction documents) Break ground to build new school	Complete Construction Prepare for student occupancy	Close out construction Raze old buildings	All new school construction activities completed	Superintendent Assistant Superintendents Facilities Director School Board	

				Construction Phases I (Schematic Development) Complete Construction Phases II (Design					
(SS3) The school district will have cycled old vehicles and buses out of the district's fleet and replaced them with new vehicles.	Replace all vehicles that have been in service for ten years or longer.	Currently 64% of the school bus fleet is ten years old or older.	Continue to budget yearly replacement funds for school bus replacement. Continue to apply for other funding sources for alternative fuel school buses.	Development) 64% of the school bus fleet is ten years old or older	60% of the school bus fleet is ten years old or older	50% of the school bus fleet is ten years old or older	40% of the school bus fleet is ten years old or older	30% of the school bus fleet is ten years old or older	Superintendent Assistant Superintendents Transportation Director School Board
(SS4) The district will have transitioned to the FOCUS Student Data System with 100% of the end users being beyond basic proficiency in the use of the system.	End-users' ability to complete task without receiving additional assistance.	Student data migrated to FOCUS Student Data System and end- users have basic proficiency usage	On-going training of all end-users of the FOCUS Student Data System	50% of end-users able to complete tasks without assistance.	70% of end-users are able to complete tasks without assistance.	80% of end-users are able to complete tasks without assistance.	90% of end- users are able to complete task without assistance.	100% of end- users are able to complete tasks without assistance.	Superintendent Assistant Superintendents MIS Coordinator
(SSS)	1:1 digital device to student ratio.	90% of district school sites have a 1:1 ratio	Ensure State allocated technology funds are used to purchase and repair electronic devices. Purchase additional devices to meet the target ratio.	90% of schools with 1:1 device to student ratio	95% of schools with 1:1 device to student ratio	96% of schools with 1:1 device to student ratio	97% of schools with 1:1 device to student ratio	98% of schools with 1:1 device to student ratio	Superintendent Assistant Superintendents Technology Director School Board
(SS6) The district will have ensured that teachers' salaries are at or above the State of Florida recommended teacher salary threshold of \$47,500.	Adopted Teacher Salary Schedule	Eleven percent (11%) of all full- time qualified teachers earn \$47,500 or higher	Apply all state allocated funding for teacher salaries toward teacher salaries that are not at \$47,500 until all qualified teachers are at or above the \$47,500 threshold.	11% of all full-time qualified teachers earn \$47,500 or higher	50% of all full-time qualified teachers earn \$47,500 or higher	100% of all full-time qualified teachers earn \$47,500 or higher	Maintain all full-time qualified teachers earning \$47, 500 or higher	Maintain all fuil-time qualified teachers earning \$47, 500 or higher	Superintendent Assistant Superintendents Human Resource Director

the second s								1	Finance Director
									School Board
(SS7) The district will have updated the Administrative Procedures Manual to complement current School Board policies.	Bound district administrative procedure manual that is closely correlated to Board Policies requiring procedures	The current district procedure manual is outdated and in need of an update.	Update procedures in current manual to reflect current Board policies Develop concurrent procedures for all newly established Board policies requiring administrative procedures	Review and revise current Procedural Manual Review Board Policies to determine which policies require written administrative procedures Ensure all new Board polices requiring administrative procedures have procedures that are developed concurrently with the new policy	Review Board Policies to determine which policies require written administrative procedures Ensure all new Board polices requiring administrative procedures have procedures that are developed concurrently with the new policy	Ensure all new Board polices requiring administrative procedures have procedures that are developed concurrently with the new policy	Ensure all new Board polices requiring administrative procedures have procedures that are developed concurrently with the new policy	Ensure all new Board polices requiring administrativ e procedures have procedures that are developed concurrently with the new policy	Superintendent Assistant Superintendents Human Resource Director Finance Director School Board
(SS8) The Finance Department will have improved the efficacy of operation in all areas of the department.	Percent of account clerks who timely and accurately complete their processes without errors. Number of account clerks trained in other account clerical processes.	All account clerks are new or have less than 3 years of experience in their current position. Too many errors have been made which effects the overall efficacy of the department. Currently there are 5 account clerk positions.	Each account clerk will be assigned a primary work area. In addition to their assigned work area, each account clerk will be cross- trained to learn and serve as back up to any of the other clerks. On-going monitoring of work with feedback being provided as needed	All account clerks will be deemed proficient in their primary job responsibility and begin training fellow account clerks as backups.	All account clerks can proficiently serve as a backup for two different clerks as needed.	All account clerks can proficiently serve as a backup for 4 different clerks as needed.	Maintain operational efficacy in an on-going manner.	Maintain operational efficacy in an on-going manner.	Superintendent Assistant Superintendents Finance Director School Board
(SS9)	Board approved	Written policies	Review financial policies to	Review and	Financial Policies	Financial Policies	Financial	Financial	Superintendent

The Finance Department will have created current written policies and procedures in the areas of bid processing, insurance services, invoice processing, grants management, payroll and purchasing.	new and/or updated financial policies and procedures covering the operations of the department.	and procedures for key financial applications and routine operations are in need of revisions.	determine which policies require written administrative procedures Review and/or revise current financial policies as required by Statute Update financial procedures in current manual to reflect current Board policies	revise current financial policies and procedures.	and Procedures are current and maintained.	and Procedures are current and maintained.	Policies and Procedures are current and maintained.	Policies and Procedures are current and maintained.	Assistant Superintendents Finance Director School Board
			Develop concurrent procedures for all newly established Board policies requiring administrative procedures						



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