

**Agenda**  
**Facilities and Technology Committee**  
**Heins Education Building**  
**Assembly Room, Basement**  
**106 Gordon Street, Sanford, NC 27330**  
**Tuesday, October 24, 2023**  
**4:30pm**

1. Call to Order-Jamey Laudate
2. Approval of 10/24/2023 Agenda-Jamey Laudate
3. Approval of 9/26/2023 Minutes-Jamey Laudate
4. NC Cooperative Extension Farm to School Presentation-Bill Stone
5. Google Workspace Contract-Rebecca Measamer
6. Express Employment Professionals Contracts-Stacie Eggers
7. SLHS Hot Water Heater Bids-funding capital outlay-Chris McNeill
8. Jonesboro Site Update-Chris McNeill
9. Maintenance Update-Chris McNeill
  - a. LCHS football stadium repairs
10. Adjourn-Jamey Laudate

The next Facilities and Technology Committee meeting is scheduled for Tuesday, November 28, 2023, 4:30pm, Assembly Room, Basement, Heins Education Building.

**Facilities and Technology Committee  
In Person  
September 26, 2023**

3

Present: Rummel, Laudate, Dossenbach, Jones, Britt, McNeill, Waller, Eggers,  
Duffey, Bill Carver-Lee County Board of Commissioners

1. Chairman Jamey Laudate called the meeting to order.
2. Approval of 9/26/2023 Agenda-The 9/26/2023, agenda was approved.
3. Approval of 8/22/2023 Minutes-The 8/22/2023 minutes were approved.
4. Evergreen Performance Audit Update-Dr. Chris Dossenbach, Interim Superintendent, provided an Evergreen Performance Audit-Facilities Use and Management Update.
5. Brady Trane Rental-Chiller at LCHS-It was consensus of the committee to approve payment to Brady Trane for the chiller rental at LCHS for September, 2023-\$20,326.08, and two weeks for October, 2023-approximately \$10,000. Funding source-2023-2024 capital outlay. The chiller rental will be presented to the Finance Committee on September 28, 2023.
6. Camera Upgrades to New Server System and Security Camera Bids for Broadway, Bullock, Deep River, Greenwood, Ingram, Tramway, WBW-It was consensus of the committee to award the camera bid to Vector Security in the amount of \$134,446.99. Funding source-lottery funds. The camera bids will be presented to the Finance Committee on September 28, 2023.
7. Maintenance Update-Chris McNeill
  - a. Chiller Replacement-LCHS-The new chiller will be in place by September 28, 2023. It will take approximately two weeks to have it

in operation.

- b. Generator Replacement-Central Office-The generator has been ordered and estimated to receive it in six-seven months. Working on electrical and hookup estimates in order to be prepared for the installation.
  - c. Building Conditions and Auditorium Air Conditioner-LCHS-The LCHS auditorium air conditioning system continues to be need repairs. Additionally, auditorium outside repair work is in process.
  - d. GovDeals for Surplus-Provided a GovDeals spreadsheet July, 2021-September 19, 2023.
  - e. Modular Updates-Greenwood, Edwards, SLHS-The Greenwood and Edwards modular units are in place and ready for use. The SLHS modular plans have been submitted to DPI for review and approval. The intent is to utilize the unit January, 2024.
  - f. Cross Country Trail-SLHS-Work will begin on the SLHS cross country trail October 9-10, 2023. The SLHS carpentry class will be assisting with building bridges, etc.
8. Commissioner Carver commented that at the future breakfast meetings between the leadership-Lee County Board of Education and Lee County Board of Commissioners, discussions should take place to determine which BOE budget requests items should be funded by capital outlay and lottery.

Chairman Laudate commented that future CIPs provided to the county will reflect the funding source, either capital outlay or lottery.

Committee Member Rummel commented that the quarterly financial report provided to the Board will include an update on the CIP projects.

Dr. Dossenbach extended his thanks and appreciation to Chris McNeill and the Maintenance staff for the improvements at the Central Office.

The next Facilities and Technology Committee meeting is scheduled for Tuesday, October 24, 2023, 4:30pm, Assembly Room, Basement, Heins Education Building.

There being no further business, the meeting was adjourned at 5:10pm.





## Lee County Cooperative Extension

Extending NCSU & NCA&T learning into your life with research-based information, education and resources to strengthen families, businesses and our community.

Outreach Resources - Lee County Center:

- Youth development 4-H
- Agriculture: Field Crops, Horticulture
- Foods & Nutrition
- Local Foods

A handwritten signature in blue ink, consisting of a stylized 'P' followed by a horizontal line and a small flourish.



# **Finding the Sweet Spot: Identifying Practical Ways to Encourage Healthy Eating Habits and Reduce Food Waste**

Ashley Szilvay, Family and Consumer Sciences

Meredith Favre, Local Foods

September 21st, 2023



## Agenda

- Review of SHAC Triennial Assessment and food challenges for students and staff in Lee County Schools
- Potential of Farm to School programs to identify and build a positive food and health culture in Lee County Schools
- Starting point: Are local sweet potatoes being wasted in school cafeterias, and why if so?
- Group discussion and next steps

## Target Population: Adolescents

The adolescence age period is marked by a transition from primarily parental-controlled eating to self-directed eating. The food autonomy that adolescents start to gain is influenced by parents/guardians, peers, and their surrounding environment (i.e. school)

What are the main food groups of consumption for US adolescents?

99% grains  
92% milk products  
85% meat, poultry, and fish  
<15% fruits and **vegetables**

Overall: there is lack of dietary variety within this age group combined with higher obesity rates than younger school-aged children.

A key goal for school nutrition is adequate nutrition status for students!



There is very little research on adolescent food choice behaviors in the school environment but what DO we know?

### Adolescent Cafeteria Perspectives:

- Many teens don't eat cafeteria food and stay hungry all day until they get home
- Some teens will eat cafeteria food if they are really hungry
- Cafeteria food tastes bland and everything is whole grain (negative sentiments about whole grain)
- Cafeteria meals don't look appealing - students don't recognize the meat used in cafeteria food
- Cafeteria meals lack variety - repeat meals over and over
- Cafeteria meals students like - pizza, cheese sticks, tater tots, fries, salads
- Students want more meals that are cooked from scratch. Several students mentioned they want meals with real meat
- Students expressed interest in wanting to contribute to the lunch menu with ideas and recipes

\*Data extrapolated from 7 focus groups with a total of 70 respondents conducted across a limited number of NC schools in the spring of 2023

"Enahora, B et al. Adolescent and Teacher Perspectives in Developing a High School Nutrition Education Program. Manuscript in preparation. 2023."

### Lee County School Observations:

- Large amount of food waste generated on the days local foods such as sweet potatoes are being offered on school menus.

*Is there a difference in food waste on the days local foods are being offered vs the days they are not? If so, what are the barriers and facilitators driving this disconnect to the local food offering?*





From the 2023  
SHAC Triennial Assessment

## Current health and food challenges in Lee County Schools

### Areas identified from SHAC Triennial Assessment

- ▶ Maximizing participation of breakfast
- ▶ Multiple alternative points of service
- ▶ Marketing and merchandising to promote healthy food and beverages
- ▶ Venues outside the cafeteria offer fruit and vegetables
- ▶ Collaboration between school nutrition and teachers
- ▶ Discourage food rewards
- ▶ Farm to School Activities
- ▶ Access to physical activity facilities outside school hours
- ▶ Programs for staff members on physical activities/fitness
- ▶ Programs for staff members on healthy eating/weight management
- ▶ Stress management programs for staff

## Current health and food challenges in Lee County Schools

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- ▶ Collaboration between school nutrition and teachers
- ▶ Discourage food rewards
- ▶ **Farm to School Activities** ★
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- ▶ Stress management programs for staff

Areas where Extension  
programming can assist



From the 2023  
SHAC Triennial Assessment

## Celebrating Successes Already Achieved

### Marketing & Merchandising to Promote Healthy Food and Beverages

- **2022- 2023 Successes**
  - With students returning to the serving lines, a variety fresh fruit was able to be offered most days
  - Farm to School meals
  - East Lee branded the dining room area that reflects the student body
  - Several schools conducted taste test of new entrees
  - Several school consistently announce today's daily menu
- **Areas to consider for improvements** : Merchandising in the dining room areas, daily Announcements with nutrition bites, information about the benefits of school meals provided to teachers and administration at least annually



## Farm to School Activities

“Farm to School is a movement that strives to build a youth’s connection to healthy, local food through school gardening, farm field trips, hands-on cooking and nutrition education and sourcing of local fresh fruits and vegetables to school cafeterias.”



### Potential health benefits of incorporating local foods in schools:

- Higher consumption of fruits and vegetables served in cafeterias, especially in conjunction with hands-on activities related to gardening, cooking, and nutrition education
- Increased willingness to try new fruits and vegetables
- Increased positive health outcomes through involvement in school gardens (ex. BMI, metabolism, etc.)

**Creating opportunities to support local foods as a community can create stronger social ties and networks and can lead to more civic engagement.**

## Farm to School Activities

“Farm to School is a movement that strives to build a youth’s connection to food through school gardening, farm field trips, hands-on cooking and access to local fresh fruits and vegetables to school cafeterias.”



**But where to start??**

Tools: Activities related to nutrition education  
Involved in cafeterias, school gardens (ex. BMI, metabolism, etc.)  
Access to try new fruits and vegetables  
Increased positive health outcomes through involvement in

**Creating opportunities to support local foods as a community can create stronger social ties and networks and can lead to more civic engagement.**



## Starting Point: Discover the Why Behind Food Waste

We would like to help students to increase their consumption of fruits and vegetables (local and/or fresh) and reduce food waste generated from school cafeterias by using sweet potatoes as a model to help inform our strategies.

### Questions to consider

- Are students familiar with sweet potatoes? Do they consume them at home?
- Do cafeteria staff have the resources they need to prepare local foods in a manner that students find appealing to eat? (ex. cooking skills, time constraints, etc.)
- How much food is being wasted and why?

These efforts will help to support healthy student diets, save schools time and money, and lessen the negative environmental impacts of food waste.



## How do we foster healthy eating behaviors and decrease food waste in Lee County Schools?

**Research Question:** What eating patterns are involved with local sweet potatoes that are contributing to food waste?

**Hypothesis:** If a student participates in Farm to School programming, they will develop positive sentiments toward local foods and increase their intake of fruit and vegetables.

**What are the influences contributing to adolescent eating patterns?**

**We need more information to implement effective interventions.**







## **First Steps: Needs Assessment**

**Goal:** Investigate the causes of food waste in a high school in Lee County and use data to develop a pilot farm to school program

### **2023-2024 School Year - Needs Assessment**

- Track food waste data from cafeterias (trashcan studies or plate-waste experiments)
- Survey students, teachers, cafeteria staff about food choices and preparation
- Involve student leadership/clubs in data collection

### **2024-2025 School Year - Farm to School Pilot Program**

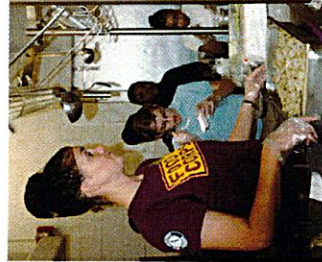
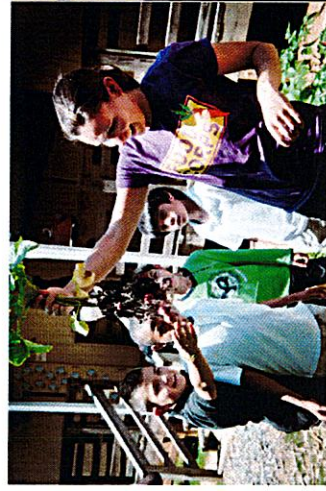
Use data to develop strategies involving farm-to-school education (local foods systems, gardening, cooking skills and preparation, health and wellness behavior changes, etc.) to meet needs identified in Triennial Assessment and in needs assessment



Teacher & Staff Education,  
Support & Resources

## What Could Farm to School look like in Lee County?

Agriculture & Nutrition Education



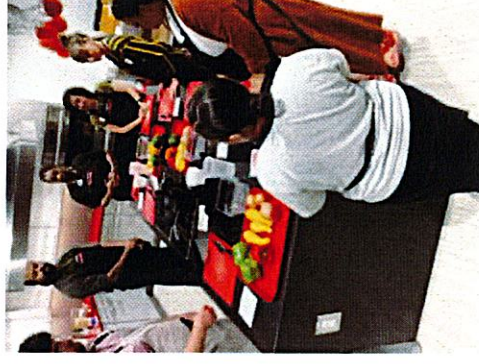
School Gardens



Farmer or Farm Visits



Taste Tests







## How SHAC Can Help

We would like to identify a high school to serve as a pilot location to collect information and offer farm to school programs with the goal of increasing health eating behaviors and reducing food waste.

- What are your thoughts on this approach? Are there factors that we are not considering?
- Which high school might be the best fit for this project?
- How can Extension's efforts integrate with achieving the action items identified in the Triennial Assessment? What data would you be interested in collecting through our surveys?



# Thank you! Questions?



## Data from 2019 Farm to School Census from USDA





## Google Workspace Three-Year Term

Google Workspace is utilized across the district by educators, students, and all personnel. Opting for a three-year contract represents a significant cost savings (\$28,875.00) over the duration of the agreement compared to procuring it on an annual basis.

Enclosed, you will find the three-year contract. Should it receive approval, please ensure that the final page is signed.

| 1-Year Pricing     |        |              | No Discount |
|--------------------|--------|--------------|-------------|
| 7/1/2024-6/30/2025 | \$5.00 | \$50,005.00  |             |
| 7/1/2025-6/30/2026 | \$5.00 | \$50,005.00  |             |
| 7/1/2026-6/30/2027 | \$5.00 | \$50,005.00  |             |
|                    |        | \$150,015.00 |             |

| 3-Year Pricing     |        |              | 5% CDW Amplified Discount |
|--------------------|--------|--------------|---------------------------|
| 7/1/2024-6/30/2025 | \$4.25 | \$42,504.00  | \$40,380.00               |
| 7/1/2025-6/30/2026 | \$4.25 | \$42,504.00  | \$40,380.00               |
| 7/1/2026-6/30/2027 | \$4.25 | \$42,504.00  | \$40,380.00               |
|                    |        | \$127,512.00 | \$121,140.00              |

**3 Year Cost Savings**

**\$28,875.00**



| Lee County                               |        |        |          |
|--|--------|--------|----------|
| Current student/staff counts             |        |        |          |
| Students (NCES)                          |        | 9,700  |          |
| Staff                                    |        |        |          |
| Current License - Renewal Date 7/26/2023 |        |        |          |
| GSEFE (FDL) - 50% Discount               |        | Cost   | Total    |
| Student licenses (10:1)                  | 12,330 | \$0    | \$0      |
| Staff licenses                           | 1,233  | \$24   | \$29,592 |
| GSEFE (MSRP)                             |        | Cost   | Total    |
| Staff licenses                           | 1,233  | \$48   | \$59,184 |
| Upgrade License - At Renewal             |        |        |          |
| Plus                                     |        | Cost   | Total    |
| Student licenses                         | 10,001 | \$5    | \$50,005 |
| Staff licenses (1:4)                     | 2,500  |        |          |
| Annual Cost                              |        |        | \$50,005 |
| Annual Cost 2-year (-10%)                |        | \$4.50 | \$45,005 |
| Annual Cost 3-year (-15 %)               |        | \$4.25 | \$42,504 |
| Standard                                 |        | Cost   | Total    |
| Student licenses                         | 10,001 | \$3    | \$30,003 |
| Staff licenses                           | 2,500  |        |          |
| Total Cost                               |        |        | \$30,003 |
| T&L                                      |        | Cost   | Total    |
| Staff licenses                           | 1      | \$48   | \$48     |
| Total Cost                               |        |        | \$48     |

The cost estimates above are not a formal quote and are based on district population counts from NCES and Google's published pricing.

\*12,329 student licenses currently assigned

\$40,380 w/ additional yearly 5% discount from CDW Amplified

# Google Workspace for Education Paid Editions Features List

Updated 4/19/2023

## Security and Data Controls- for Plus and Standard Editions

### [Security Center:](#)

[Security Health](#)

[Security Dashboard](#)

[Investigation Tool](#) with

[VirusTotal](#) integration

[Reports & Audit Logs in BQ](#)

[Adv Mobile-device Mgmt](#)\*

[Windows 10 management](#)\*

[3rd-party Gmail archiving](#)\*

[Gmail Security Sandbox](#)\*

[Vault Support: CSE email](#)\*

[Context Aware Access](#)\*

[Data Regions](#)\*

[Target Audiences](#)\*

[Drive file labels](#)\*

[Auto-DLP with Drive Labels](#)\*

[Dynamic Google Groups](#)

[Grp Membership Expiration](#)

[Trust Rules for Google Drive](#)

[Control Chat file sharing](#)\*

[Auto-delete Chat messages](#)

[Google Workspace Migrate](#)

[Client-side Encryption](#)

[Marketing tools in Gmail](#)\*

[Time Insights for Calendar](#)\*

[Data Export improvements](#)

## Teaching and Learning Tools - for Plus Edition and Teaching and Learning Upgrade

[International dial-in](#)\*

[Larger Meets - 250 or 500](#)\*

[Meet Recordings](#)\*

[Meet Q&A](#)\* and [Polls](#)\* and,

[Anonymous Q&A / polls](#)\*

[Meet breakout rooms](#)\*

[Meet Transcripts](#)\*

[Live translated captions](#)\*

[& captioned recordings](#)\*

[Auto-frame in Meet](#)\*

[Control Slides](#) and [Speaker](#)

[Notes](#) within Meet\*

[Co-presenters in Meet](#)\*

[Attendance Reports](#)\*

[Unlimited Originality Rep](#)\*

[Student Match in Orig Rep](#)

[Classroom add-ons](#)\*

[Grading periods](#)\*

[Practice sets](#)\*

[In-domain / cross-domain](#)

[live streaming](#)\*

[External live streaming via](#)

[YouTube in Meet](#)\* (18+)

## Plus Edition Only

[Cloud Search](#)\*

[Cloud Search Query API](#)\*

with [Boosts](#)

[Cloud Search 3rd party rep](#)\*

[Doc summary suggestions](#)\*

[Color in Time Insights](#)\*

[Calendar status display ctrl](#)

[Drive item approvals](#)\*

[Connected Sheets](#)\*

[Roster sync for Classroom](#)\*

[Add'l assistive writing tool](#)

[AppSheet Core Licensing](#)\*

[Add'l collaboration options](#)

[for Visitor Sharing](#)

[Built-in mail merge tags](#)

## Beta Programs / Coming Soon

Variables in docs (Plus)

Drive Labels API

[Move folder to shared drive](#)

More smart canvas features

Default labels (Plus)

[YT questions \(beta\)](#)

Configurable in the admin console

\* requires end users to be licensed for the feature to function



Education





# CDW Customer Service Order Form

## Google Workspace for Education Plus renewal

|                              |   |
|------------------------------|---|
| Seller                       | CDW Government LLC                              |
| Seller Address               | 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 |
| Customer                     | Lee County Schools (NC)                         |
| Subscription Term Start Date | Upon Renewal Service Activation: July 1, 2024   |

| NAME  | PRICE       | QTY   | SUBTOTAL    |
|---|-------------|-------|-------------|
| Google Workspace for Education Plus - Multi<br>Year<br>student licenses   | \$4.25      | 10001 | \$42,504.25 |
| Google Workspace for Education Plus - Multi<br>Year<br>staff licenses   | \$0.00      | 2500  | \$0.00      |
| Google Workspace for Education Plus - Multi<br>Year<br>Additional yearly discount from CDW Amplified<br>brings the per student license price down to \$4.03<br>per student pear year. | -\$2,200.22 | 1     | -\$2,200.22 |
| Annual Total  |             |       | \$40,304.03 |

The total cost over the term of the 3-year agreement is \$120,912.09

Year 1: July 1, 2024- June 30, 2025  
Year 2: July 1, 2025- June 30, 2026  
year 3: July 1, 2026- June 30, 2027

| Google Workspace<br>Add-On<br>Products/Services | Licensed Quantity | Subscription Term | Monthly Service Fee<br>Per User | Total Monthly<br>Service Fee |
|---|-------------------|-------------------|---------------------------------|------------------------------|
|   |                   | Monthly           | \$                              | \$                           |

Google Voice Specific Estimated Monthly Telecom Taxes and Regulatory Fees\* \$ \_\_\_\_N/A\_\_\_\_

\* These are estimated monthly taxes and fees only. These taxes and fees may vary based on Customer's geographic location. Seller will pass thru and bill Customer for actual telecom taxes and regulatory fees as calculated by Google.

+ In addition to the Monthly Service Fee, Customer will be responsible for any international voice services, which will be charged at Google's published international calling rates, which can be accessed here [Calling Rates](#).

|                            |                                |
|----------------------------|--------------------------------|
| Customer Technical Contact | Rebecca Measamer               |
| Phone Number               | 919-770-1308                   |
| Email address              | rmeasamer@lee.k12.nc.us        |
| Off-Domain Email Address   | s.jesequel@amplifiedit.cdw.com |
| Google App Domain          | lee.k12.nc.us                  |
| NCES ID (If applicable)    | 3702560                        |
| Order Type (If applicable) |                                |

**Subscription Term Fee Total:** \$\$40,304.03 paid annually, \$120,912.09 total for 3 year term

Terms:

- 1. TERMS AND CONDITIONS** - Customer's obligations under this Customer Service Order Form, including its payment obligations are subject to the current Third Party Cloud Services Terms and Conditions on Seller's website at [Third Party Cloud Services Terms and Conditions](#), unless Customer has entered into a written agreement with Seller covering Customer's purchase of products and services from Seller ("Existing Customer Agreement"), in which case Customer's obligations shall be subject to the terms of such Existing Customer Agreement.
- 2. PAYMENT** – Customer will pay all Fees (as defined herein), including regulatory fees and taxes, for the use of the Google Workspace for Education as set forth in Seller's invoice, within 30 days after the date of the invoice, or in accordance with such other payment terms that may have been negotiated between Customer and Seller. In addition to the Service Fee for the Google Workspace for Education, Customer will also be responsible for all additional fees for any subscription renewals and extensions, metered usage components consumed by Customer, and other subscriptions, features, products, services, or add-ons that Customer uses within the Google Workspace for Education. Seller will invoice Customer in advance for the monthly or prepaid charges due for the Google Workspace for Education purchased. Seller will invoice Customer in arrears for any metered usage or overage components (e.g., capacity overages, third party content, etc.). The Service Fee for the Google Workspace for Education and all additional fees due hereunder are collectively referred to as "Fees".
- 3. ADD-ON ORDERS** - Any orders submitted by Customer to Seller for Google Workspace for Education over the next twelve (12) months (the "Add-On Order(s)") will be governed by the terms and conditions of this Customer Service Order Form. All Add-On Order(s) must include the name of the applicable Google Workspace for Education, the Licensed User Quantity and the length of the initial term (e.g., 1, 2, or 3 years). The Initial Subscription Term for any Add-On Order(s) will commence on the date Seller provisions the new Google Workspace for Education on behalf of Customer.



**4. SERVICE SUSPENSION** – In addition to any other rights Seller may have, Seller may suspend or terminate the Google Workspace for Education if Customer fails to pay any Fees within ten (10) business days after the applicable due date.

**5. CANCELLATION POLICY FOR GOOGLE VOICE** – To cancel the Google Voice services Customer must fill out and submit the form at [Google Voice Cancellation Form](#) sixty (60) days prior to service cancellation. Customer will be responsible for all Google Voice service fees incurred up through the effective date of termination, including any applicable taxes and regulatory fees.

**6. NON-CANCELLABLE/NON-REFUNDABLE** – Except as set forth above for the Google Voice services, the Google Workspace for Education purchased under this Customer Service Order Form are non-cancellable and all Fees paid to Seller are non-refundable.

**7. GOOGLE REQUIRED TERMS:**

- (a) Seller, Google, and Customer are independent contractors with respect to the resale of the Google Workspace for Education.
- (b) Customer will either accept the Google TOS prior to accessing or using the Google Workspace for Education, or hereby expressly authorizes Seller to accept the Google TOS on Customer's behalf.
- (c) Customer acknowledges and agrees that Seller is the processor of any personal data processed by it on Customer's behalf, and Customer is the controller of any such data, as the terms "controller", "processed", "processor" and "personal data" are defined in the EU Directive;
- (d) Customer is responsible for obtaining and maintaining any consents required from End Users to allow Seller to perform its obligations under this Agreement;
- (e) If Google fails to comply with the SLAs, Customer will only be eligible to receive those remedies set out under the Google TOS and must request such remedies directly from Seller; and
- (f) Google will only provide customer support to Customers in accordance with the Google TOS.

BY SIGNING BELOW, Customer acknowledges and agrees that it is receiving the Google Workspace for Education directly from Google, Inc. ("Google") pursuant to Google's standard terms and conditions or such other terms as agreed upon by Customer and Google. Customer further acknowledges that Google and not Seller will be responsible for performance of the Google Workspace for Education.

**CUSTOMER AUTHORIZED REPRESENTATIVE**

(If not signing electronically, please sign, print your name and date below)

## AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this 1 day of October, 2023 by and between the Lee County Board of Education, Sanford, North Carolina, and **Express Employment Professionals** hereinafter referred to as "Consultant."

## WITNESSETH:

## I. The Lee County Board of Education hereby agrees:

A. To provide financial consideration for the cost of performance of this Agreement at a rate of

\$18.88

for the period October 1, 2023 to January 31, 2024

B. Not to exceed \$ 30,000

C. Fund Source 2.6540.003.311

## II. The Consultant hereby agrees:

In witness whereof, the parties hereto have executed the agreement a copy of which is retained by each of the parties to supply Temporary Custodial positions for various schools between October 1, 2023 to January 31, 2024. Not to exceed \$30,000.

\*\*\*Signature also verifies that a copy of the Healthcare Reform notice was received, notice available on LCS website\*\*\*

IN WITNESS WHEREOF, the parties hereto have executed this agreement a copy of which is retained by each of the parties, the day and year first above written.

*The following signatures must be obtained before submitting to the Superintendent or designee for final approval.*

Sponsoring Administrator: Chris McNeill

Name

Signature [Signature]

Date 9/29/23

Approved for funding: Date \_\_\_\_\_ Assistant Superintendent C&I \_\_\_\_\_

Approved for personnel: Date \_\_\_\_\_ Human Resources Officer \_\_\_\_\_

Date \_\_\_\_\_ Chief Finance Officer \_\_\_\_\_

This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act.

Consultant Name: Express Employment Professionals

Lee County Board of Education

By: [Signature]  
Consultant's signature

Date: 13 October 2023

By: \_\_\_\_\_  
Superintendent or designee

Date: \_\_\_\_\_

307 North Horner Blvd.

PO Box 1010

Sanford, NC 27330

Sanford, NC 27330

City State Zip Code

89-0909630

Social Security Number (or Federal ID Number)

Current Lee Co. School Employee? Yes ☐ No ☒ If working unsupervised with students, attach Authorization to Release Criminal History Record Check.

I am currently receiving a monthly benefit from the Teachers' and State Employees' Retirement System (TSERS) ☐ Yes ☒ No  
ESRR form required

## FOR OUTSIDE CONSULTANTS:

1. Requisition **MUST** accompany original contract.
2. Consultant is responsible for submitting invoice for payment.

FOR LCS EMPLOYEE: (not being paid from timesheet) sponsoring administrator must sign below when contract is complete & forward to Finance Office for payment.

I certify that the terms of this contract have been fulfilled.

Signature of Sponsoring Administrator \_\_\_\_\_ Date \_\_\_\_\_ \$ \_\_\_\_\_  
Amount to be paid



THIS AGREEMENT is made and entered into this 1 day of October, 2023 by and between the Lee County Board of Education, Sanford, North Carolina, and Express Employment Professionals, hereinafter referred to as "Consultant."

## WITNESSETH:

## I. The Lee County Board of Education hereby agrees:

A. To provide financial consideration for the cost of performance of this Agreement at a rate of

\$ \_\_\_\_\_ for the period October 1, 2023-January 31, 2024

B. Not to exceed \$ 30,000

C. Fund Source 5.7200.035.311.000.000.00

## II. The Consultant hereby agrees:

To supply Temporary Child Nutrition positions for various schools between October 1, 2023 and January 31, 2024. Not to exceed \$30,000

\*\*\*Signature also verifies that a copy of the Healthcare Reform notice was received, notice available on LCS website\*\*\*\*

IN WITNESS WHEREOF, the parties hereto have executed this agreement a copy of which is retained by each of the parties, the day and year first above written.

The following signatures must be obtained before submitting to the Superintendent or designee for final approval.

Sponsoring Administrator: Amanda Cagle Signature \_\_\_\_\_ Date \_\_\_\_\_  
Name

Approved for funding: Date \_\_\_\_\_ Assistant Superintendent C&I \_\_\_\_\_

Approved for personnel: Date \_\_\_\_\_ Human Resources Officer \_\_\_\_\_

Date \_\_\_\_\_ Chief Finance Officer \_\_\_\_\_

This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act.

Consultant Name: Express Employment Professionals

Lee County Board of Education

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Consultant's signature

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Superintendent or designee

307 North Horner Blvd.

PO Box 1010

Sanford, NcC 27330

Sanford, NC 27330

City State Zip Code

89-0909680

Social Security Number (or Federal ID Number)

Current Lee Co. School Employee? Yes ☐ No ☒ If working unsupervised with students, attach Authorization to Release Criminal History Record Check.

I am currently receiving a monthly benefit from the Teachers' and State Employees' Retirement System (TSERS) ☐ Yes ☒ No

ESRR form required

## FOR OUTSIDE CONSULTANTS:

1. Requisition MUST accompany original contract.
2. Consultant is responsible for submitting invoice for payment.

FOR LCS EMPLOYEE: (not being paid from timesheet) sponsoring administrator must sign below when contract is complete & forward to Finance Office for payment.

I certify that the terms of this contract have been fulfilled.

Signature of Sponsoring Administrator \_\_\_\_\_ Date \_\_\_\_\_ \$ \_\_\_\_\_  
Amount to be paid



Susan Britt &lt;sbritt@lee.k12.nc.us&gt;

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**Bids For Southern Lee Water Heaters Replacement**

1 message

**Chris McNeill** <chrismcneill@lee.k12.nc.us>

Thu, Oct 19, 2023 at 5:57 AM

To: Susan Britt &lt;sbritt@lee.k12.nc.us&gt;

Here is the information for F & T.

Thanks

--

Chris McNeill  
Director of Facilities and Maintenance  
Lee Co. Schools Maint. Dept.  
[2000 Nash St.](#)  
[Sanford, NC 27330](#)  
(919) 776-4013  
Fax (919) 776-2410

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E-mail correspondence to and from this sender may be subject to the North Carolina Public Records Law and may be disclosed to third parties.

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**4 attachments****Southern Lee Water Heater Replacement Bid Oct 2023.docx**

53K

**Baker Bid SLHS Water Heater Bid.pdf**

24K

**Dail Mechanical SLHS water heater bid.pdf**

46K

**Brady Bid SLHS Water Heater Bid.pdf**

667K



## LEE COUNTY SCHOOL DISTRICT BID EVALUATION FORM

### BID INFORMATION:

### IDENTIFIED Contractors / Product :

| VENDOR NUMBER | Contractor Name / Product | Price for work to be done / Equipment Price |
|---------------|---------------------------|---|
| V1            | Baker Mechanical          | \$151,850 For Both Water Heaters            |
| V2            | Dail Mechanical           | \$172,500 For Both Water Heaters            |
| V3            | Brady Trane Services      | \$175.595 For Both Water Heaters            |
| V4            |                           |   |
| V5            |                           |   |
| V6            |                           |   |

### EVALUATION CRITERIA (FOR AUGMENTING CURRENT ENVIRONMENT):

#### CRITERIA EXPLANATION:

- **COMPATIBILITY:** Compatibility with existing equipment or contractor has understanding of what needs to be accomplished.
- **Quality of Work or Equipment:** Ability of Lee County School staff to set up, support, and maintain equipment (based on current workload).
- **RELEVANT REFERENCE:** References have been checked out and equipment or contractor meets the needs of what is trying to be accomplished
- **PRIOR EXPERIENCE:** Lee County Schools previous experience with purchasing equipment from vendor or work experience with contractor and delivered in the time frame of what was asked of them.Cu
- **COST OF ELIGIBLE Goods and Services:** Price of eligible services or equipment

| CRITERIA                                 | V1         | V2 | V3 | V4 | V5 | V6 |
|--|------------|----|----|----|----|----|
| COMPATIBILITY (20 points)                | 20         | 20 | 20 |    |    |    |
| Quality of Work or Equipment (20 points) | 20         | 20 | 20 |    |    |    |
| RELEVANT REFERENCES (10 points)          | 10         | 10 | 10 |    |    |    |
| PRIOR EXPERIENCE (20 points)             | 20         | 20 | 20 |    |    |    |
| COST OF GOODS AND SERVICES (30 points)   | 30         | 25 | 22 |    |    |    |
|  |            |    |    |    |    |    |
| <b>TOTAL (100 points)</b>                | <b>100</b> | 95 | 92 |    |    |    |

#### VENDOR EVALUATION NOTES:

- **COMPATIBILITY:**
- **Quality of Work or Equipment:**
- **Relevant Reference:**
- **PRIOR EXPERIENCE:**
- **Cost of Eligible Goods and Services:**

Bid evaluation location, date and time: Maintenance Dept. , Oct. 18,2023

Attendees: Chris McNeill, Morgan Gillis





**Baker Mechanical, Inc.**

**License # 12896**

P.O. Box 2284, Wilson, NC 27894-2284  
Phone: (252) 291-4460, Fax: (252) 291-7204

To: Chris McNeill

**Quote Date:** 01/30/23

**Project:** Southern Lee High School  
Water Heater Replacements

**UPDATED 10/18/23**

Mr. McNeill:

BMI proposes to provide and install water heater replacements for the job listed above. There are several options of pricing based on customer request and also a viable Alternate with the same options. Please see scope of work below.

**Scope of Work:**

**PVI Maxim Model 80 L 250A MXG**

1. Provide and install selective demo to existing water heater and piping to prep for installation of new replacement model PVI 80.
2. Provide and install new ASME rated 10 gallon expansion tank for new heater replacement.
3. Provide and install new gas regulator for heater.
4. Reconnect water line and gas connections as needed for new water heater replacement.
5. Provide insulation from new water heater to points of connection.
6. Prep work can begin immediately upon acceptance of quote.

**BASE BID Quote: \$74,700 .00**

**PVI Maxim Model 100 L 250A MXG**

7. Provide and install selective demo to existing water heater and piping to prep for installation of new replacement model PVI 100.
8. Provide and install new ASME rated 10 gallon expansion tank for new heater replacement.
9. Provide and install new gas regulator for heater.
10. Reconnect water line and gas connections as needed for new water heater replacement.
11. Provide insulation from new water heater to points of connection.
12. Prep work can begin immediately upon acceptance of quote.

BASE BID Quote: \$79,825.00

Base BID Quote for Both Heaters at the same time:  
\$151,850.00

The base bid quote is for standard working days  
Monday thru Friday 8am-4pm.

. Thank you for the opportunity to quote you on this.

Best regards,

Wayne Strickland  
Vice President/Sr. Estimator  
Baker Mechanical Inc.  
252-289-7364

**PROPOSAL**  
**Dail Mechanical Inc.**  
**3200-110 Glen Royal Road**  
**Raleigh, North Carolina 27617**  
**(919) 307-3100**  
**FAX (919) 307-8007**  
**NC License #7422**

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**PROPOSAL SUBMITTED TO**

Lee County Public Schools  
Attn: Chris McNeil

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**DATE**

October 18, 2023

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**STREET**

2000 Nash Street

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**JOB NAME**

Water Heater Replacement

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**CITY, STATE AND ZIP CODE**

Sanford NC 27330

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**JOB LOCATION**

Southern Lee High School  
2301 Tramway Road  
Sanford NC 27332

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**ARCHITECT**

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**DATE OF PLANS**

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**WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:**

Dail Mechanical proposes to provide new PVI water heater and expansion tank at Southern Lee High School. Our proposal is as follows:

1. Shut off and drain existing water heater. Disconnect gas and make safe.
2. Disconnect water, drain, and electrical. Remove existing water heater from Mechanical Room.
3. Install new PVI water heater in same location in Mechanical Room.
4. Connect existing water and gas piping. Modify as required.
5. Connect existing electrical to new water heater. Modify as required.
6. Perform a complete startup and checkout of water heater.
7. Remove trash and demo old water heater from site.

Please note the following:

1. Soldering will have to be performed.
2. New water heater will be a PVI with same specifications as existing water heaters.
3. New water heater will have a 6-8 weeks lead time.
4. Project is a capital improvement.
5. One water heater will be offline while work is being performed.
6. New expansion tank will be installed with new water heater.

Quote for PVI Model 80: \$85,000.00

Quote for PVI Model 100: \$90,000.00

Quote to do both PVI Model 80 & 100 at same mobilization: \$172,500.00

Work will be performed during regular business hours.

We appreciate the opportunity to offer this service. Please call if you have any questions.

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See three options above.

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**PAYMENT TO BE MADE AS FOLLOWS:****PAYMENT DUE 10 DAYS FROM DATE OF INVOICE**

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COST WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMAN'S COMPENSATION INSURANCE.

AUTHORIZED SIGNATURE \_\_\_\_\_

BILL DAIL

NOTE: WE MAY WITHDRAW THIS PROPOSAL IF NOT ACCEPTED WITHIN 30 DAYS.

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ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

lee county so lee hs wh repl 10 18 23





Proposal Created For:  
**Replace (2) Boilers**

**Lee County Schools**  
**Chris McNeil**  
**Sanford, NC**

Site Address:  
Southern Lee High School

Prepared By:  
Steve Chrisco  
Strategic Accounts Manager

Date:  
2/2/2023

Proposal #:  
0223015 – JSSC

# Proposal Summary

Thank you for choosing Brady as your HVAC support partner. We are committed to working with you to ensure your building serves the needs of your organization. We appreciate the opportunity to provide you with a proposal for your equipment replacement as detailed in the following pages. This proposal is based on our site visit, information provided by the owner, and a survey of the equipment that is to be replaced. Any revision or request of change to scope of work by the owner at a later date would be subject to price review at that time.

## Hot Water Boiler Scope Of Work

### Equipment Demolition, Installation and Specification

Brady will disconnect all power wiring, control wiring, gas piping, vent piping, and hot water piping as needed for removal and disposal of the two (2) existing PVI hot water heaters.

Brady will include all labor, accessories, tools, equipment, and materials required to completely execute the installation of two (2) new PVI hot water heaters with new expansion tanks.

PVI Water Heater and Expansion Tank Specifications list below.

- **Item A Replacement PVI Water Heater**

Direct Replacement for S/N 113580.

PVI Maxim Model 80 L 250A MXG

Features and Benefits

- 80% thermal efficiency
- Natural gas and LP gas
- Power combustion burner
- Low NOx emissions
- Gas trains are UL compliant

- **AquaPLEX Corrosion Protection**

Highly durable AquaPLEX engineered duplex stainless steel storage tank and fire tubes

Corrosion-resistant in potable water at any temperature

Highly resistant to chloride stress corrosion cracking

No lining required

Non-ferrous, removable tank connections

No anode rods required or used

- **Warranty**

15-year AquaPLEX tank warranty (8 years full, 7 years prorated)

One-year parts warranty

Three-year scale failure warranty

First-year service policy (freight and labor coverage)

- **Certifications**

Meets ASHRAE 90.1

Qualifies for LEED certification

ETL listed to U.S. and Canada safety standards

FM compliant

SCAQMD certified for NOx compliance (gas only)

ASME, section IV, part HLW stamped and National Board Registered

- **Item B Replacement PVI Water Heater**

Direct Replacement for S/N 113581.

PVI Maxim Model 100 L 250A MXG

- Features and Benefits
  - 80% thermal efficiency
  - Natural gas and LP gas
  - Power combustion burner
  - Low NOx emissions
  - Gas trains are UL compliant
- AquaPLEX Corrosion Protection
  - Highly durable AquaPLEX engineered duplex stainless steel storage tank and fire tubes
  - Corrosion-resistant in potable water at any temperature
  - Highly resistant to chloride stress corrosion cracking
  - No lining required
  - Non-ferrous, removable tank connections
  - No anode rods required or used
- Warranty
  - 15-year AquaPLEX tank warranty (8 years full, 7 years prorated)
  - One-year parts warranty
  - Three-year scale failure warranty
  - First-year service policy (freight and labor coverage)
- Certifications
  - Meets ASHRAE 90.1
  - Qualifies for LEED certification
  - ETL listed to U.S. and Canada safety standards
  - FM compliant
  - SCAQMD certified for NOx compliance (gas only)
  - ASME, section IV, part HLW stamped and National Board Registered
- **Item C Expansion Tank**
  - 10 Gallon Expansion Tank
    - Removable Bladder
    - 125 PSIG max

### **Pipe, Valves, Fittings**

This proposal is based on the existing gas isolation valve being in good working order so the existing gas supply can be isolated for removal of existing hot water heaters and installation of the new hot water heaters.

Brady will furnish and install all pipe, manual valves, and fittings as required to connect gas piping to the gas train provided with the new boiler, vent piping from gas train to be terminated outside the boiler room.

All new gas piping 2" and smaller will be T&C schedule 40 carbon steel pipe, with screwed fittings of the same materials and weight as the piping in which they are installed.

Brady will furnish and install all pipe, manual valves, and fittings as required to connect vent piping to the new gas train and terminate outside the boiler room.

All new vent piping 2" and smaller will be T&C schedule 40 carbon steel pipe, with screwed fittings of the same materials and weight as the piping in which they are installed.

Brady will furnish and install all pipe, manual valves, and fittings as required to connect the hot water loop to the new hot water heaters. This proposal is based on the existing hot water isolation valve being in good working order so the existing hot water loop can be isolated for removal of existing hot water heaters and installation of the new hot water boilers.

All new hot water piping 2" and smaller will be T&C schedule 40 carbon steel pipe, with screwed fittings of the same materials and weight as the piping in which they are installed.



Brady will furnish and install all pipe, manual valves, and fittings as required to connect Make-up water to the new water heater. This proposal is based on the existing make-up water isolation valve being in good working order so the existing make-up water can be isolated for removal of existing heater and installation of new heaters

All new make-up water piping will be copper.

#### **Hangers and Supports**

Brady will furnish and install all pipe hangers and supports as required to support the pipe independently from the boiler.

#### **Electrical**

Brady will replace existing disconnect, conduit, and conductors that is required for load side electrical service from point of existing disconnect to new boiler. Brady will reuse existing breaker, conduit, and conductor's online side. Disconnect, conduit, and conductors have been sized per the NEC based on the boiler motor HP provided to Brady per the equipment manufacture.

Electrical connection to equipment and motors shall be made with short lengths of flexible "Liquid - Tite" conduit.

All equipment has been selected for 115-volt, 60 hertz, and 1 phase electrical service.

#### **Controls**

Brady excludes any controls work for this project, including connecting the hot water heaters to a front-end energy management system, programming, and graphic up-grade.

#### **Pipe Insulation**

All hot water piping will be insulated to match existing.

#### **Crane and Rigging**

Brady will furnish all crane, rigging and trucking as needed for this project.

Upon receipt of equipment on the job site, Brady will inspect the unit for possible damage during transit. This will include an inspection of unit exterior, all doors, access panels and openings. If damage has occurred, it will be immediately reported to the delivering carrier and the damage noted on the receiving copy of the bill of lading.

#### **Start-Up**

Brady's technician will perform start-up and inspection of the new hot water heaters according to the manufactures written instructions.

#### **Clarifications**

All work is based on straight time hours: Monday through Thursday from 7:00 am to 5:30 pm.

Brady requires that the equipment for this project go through a submittal and review process to verify equipment design and performance before final order for equipment can be released. This is done to help ensure that the result conforms to the owner's expectations. This process is very important, so Brady ask that you assign someone from your company to review and sign off on the equipment before it is ordered.

Any code deficiencies related to the existing conditions that is not specifically identified to be addressed is not included in our scope.

Unforeseen conditions related to the owner's equipment or building that adversely impact the cost of the project may result in additional changes.

The hot water heaters selected and quoted for this proposal is based on like for alike change out and does not reflect a change in capacity or load calculation for the area they serve.

When changing hot water heaters out with like size boiler, it is assumed the pipe, conduit, wire, disconnects and breakers are adequately sized, functional and is installed per code.

This proposal is subject to cancellation by Brady in the event any contract or purchase order related to this proposal contains a provision that requires Brady to comply with any guidance for contractor or subcontractor workplace locations published by the Safer Federal Workplace Task Force.

This proposal is subject to cancellation by Brady in the event Brady is unable to perform due to inability to secure qualified subcontractors willing to comply with any guidance for contractor or subcontractor workplace locations published by the Safer Federal Workplace Task Force, or Brady's inability to comply with such guidance.

## Terms, Pricing, and Acceptance

|   |        |                  |           |
|---|--------|------------------|-----------|
| Delivery Terms: 6-week lead time  |        |                  |           |
| Payment Terms:  | Net:30 | Total Net Price: | See Below |
| <b>Replacement of both Boilers \$ 175,595.00</b><br>Labor \$ 53,508.00<br>Materials \$ 5,280.00<br>Equipment \$ 108,820.00<br>Tax \$ 7,987.00<br><br><b>Replacement of the model 80P \$ 85,850.00</b><br>Labor \$ 25,973.00<br>Materials \$ 2,640.00<br>Equipment \$ 53,320.00<br>Tax \$ 3,917.00<br><br><b>Replacement of the model 100P \$ 91,030.00</b><br>Labor \$ 27,750.00<br>Materials \$ 2,640.00<br>Equipment \$ 56,500.00<br>Tax \$ 4,140.00<br><br>Clarifications and Exclusions: <ul style="list-style-type: none"><li>• <b>NCDOR form E-589CI Affidavit of Capital Improvement must be completed and returned with this signed proposal, Contract, or Purchase order. Below is a link to a web-fill Pdf of the form.</b><br/><a href="https://files.nc.gov/ncdor/documents/affidavits/e589ci_webfill.pdf">https://files.nc.gov/ncdor/documents/affidavits/e589ci_webfill.pdf</a></li><li>• Sales tax is included.</li><li>• Freight is included.</li><li>• This proposal may be subject to fuel and material surcharges at the time of acceptance.</li><li>• All work will be performed in compliance with all OSHA and customer safety guidelines.</li><li>• Brady may withdraw this proposal and re-submit if not accepted within 10 days from issue date.</li></ul> |        |                  |           |
| <b>Customer Acceptance</b>  |        |                  |           |
| Customer Name:  |        |                  |           |
| Customer Signature:   |        | Date:            |           |
| Purchase Order No.:   |        |                  |           |

## Duke Energy Rebate Program

If Duke Energy is your utilities provider ask Brady how we can help you participate in Duke's Smart Saver program for Rebates and Incentives when replacing your HVAC equipment with high-efficiency equipment and lighting. If your company is eligible to participate, these rebates and incentives can be assigned to you, the owner, or to Brady to help offset the first cost of your project. You will see the benefits of the energy savings for many years. Brady will file the online application for any rebates or incentives that apply with the program on your behalf.



## 3D Point Cloud Scanning Instructional Video

3D Point Cloud Scanning is creating remarkable opportunities for retrofitting and mechanical documentation. This technology is used in the development of design prefabrication drawings for a customer and allows them to view a map of the final installation before the project even begins. Due to the extensive measurements created from the 3D Point Cloud Scanning, a majority of the work can be completed off-site, significantly shortening the installation duration on-site compared to conventional approaches. Brady is committed to staying at the forefront of innovation and will continue to implement tools like this to serve our customers more effectively.

Check out our informational video: [https://youtu.be/k2q4Gp\\_0DAw](https://youtu.be/k2q4Gp_0DAw)

## Scope of Services- Standard Inclusions & Exclusions

### Work Area

Brady should have free and clear access to the work area. All work is to be continuous any project delays requiring Brady to leave and remobilize to the site could add additional cost to the project.

All Brady personnel and subcontractors shall take all means necessary to ensure that all debris are disposed of, and the work area is kept clean to guard against fire and safety hazards as well as to provide a more efficient work area.

### Safety

Brady provides multiple safety training opportunities for our Associates to increase knowledge and communicating experience concerning workplace health and safety, in order to build their competence in hazard recognition and control. On an ongoing basis, Brady conducts OSHA 10 hour course for all field associates and 30 hour course for all superintendents as well as conducting concentrated training on all specific safety topics related to our industry.

Brady's site superintendent will advise your designated point of contact of any work which may affect the safety of your personnel, process, products or property. Our safety coordinator will conduct periodic audits of our operations. This includes continuous housekeeping and safety reviews of the work area.

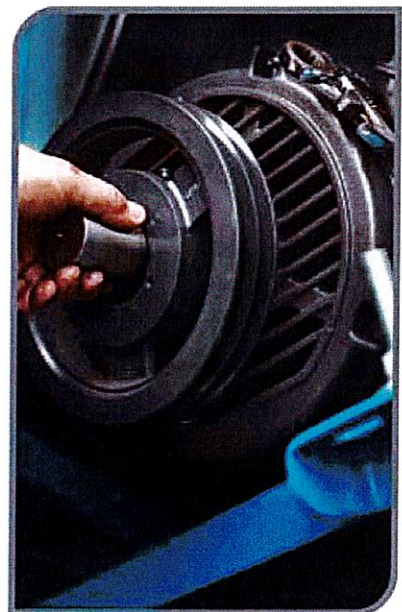
Brady excludes any testing, identification, removal, or disposal of hazard materials such as but not limited to asbestos.

### Project Turn Over

Brady will hold a preconstruction meeting with the owner's designated personnel to discuss and review the project scope of work, discuss any long lead items, and conduct a site visit before work begins. It shall be the owner's responsible to inform Brady of any special sequencing or phased construction requirements, special hours for construction based on owner building occupancy, and/or delivery time line as related to project start and completion dates.

The owner is responsible for informing Brady of any facility security regulations and requirements, parking arrangements, requirements for entering and leaving the facility, special rules regarding personnel, vehicles, tools and equipment, and hazard materials on site that we may come in contact with or working in close proximity to.

All work for this project has been priced to be completed during straight time hours, which are Monday through Thursday 7:00 am to 5:30 pm, unless noted differently in the detailed scope of work.



**Project Close Out**

After completion of project and prior to turning the area and equipment over to the owner, a final inspection shall be conducted by the owner's designate personnel and Brady's onsite superintendent to ensure project has been completed to the owner's standards.

**Confidentiality Disclosure**

The contents of this document are considered proprietary and confidential. This information is to be maintained in confidence and should not be disclosed to others including but not limited to, competitors, customers and suppliers. Any unauthorized use, disclosure or duplication of this information without written consent of Brady is strictly prohibited.



# GENERAL TERMS AND CONDITIONS

**1. Acceptance.** This proposal is subject to acceptance within thirty days (30) days from submittal date and are subject to credit approval. Customer's acceptance of Services by Brady Services on this order will in any event constitute an acceptance by customer of these terms and conditions.

**2. Applicable Conditions.** The terms and conditions on the fact hereof and as set forth below shall constitute the entire contract between BRADY TRANE SERVICES, INC. (and its subsidiaries; Brady Services, Inc. and J Brady Contracting, Inc.) (hereinafter called "Seller") and the party or parties purchasing goods and/or services from Seller ("hereinafter called buyer") and shall exclusively govern the sale of goods covered hereby. These terms and conditions shall supersede any provisions, terms, and conditions contained on any purchase order or other writing the Buyer may heretofore or hereafter issue; and Buyer is hereby notified of Seller's objection to any terms inconsistent herewith and to any additional terms proposed by Buyer in its purchase order or any other writing. Any dispute or controversy arising between Seller and Buyer with respect to the goods and/or services provided by Buyer hereunder shall be resolved pursuant to the terms and conditions set forth herein. If Seller or Buyer have heretofore entered into a formal written contract for a specified term governing the sale of the good hereunder, then, notwithstanding the foregoing, the terms and conditions of such formal written term contract shall govern.

**3. Price.** The price of the goods and/or services sold hereunder shall be as specified on the face hereof, or, if no price is specified, the price shall be at Seller's price in effect at date of shipment. In the event of Government action, order, or request, which, prior to delivery, prevents Seller from adjusting or continuing in effect the price herein quoted. Seller shall have the right to cancel this contract.

**4. Taxes.** Any taxes, excises, or other charges imposed on Seller by law on or incident to the production, sale, transportation, or use of the goods shall be paid by the Buyer, or in lieu thereof the Buyer shall provide Seller upon demand with a tax exemption certificate acceptable to the taxing authorities.

**5. Transportation.** Transportation charges do not constitute a part of the price and all prices are F.O.B. Seller's plant, Greensboro, North Carolina unless otherwise noted on the price hereof. To the extent the Seller is to handle the shipment of goods (even though F.O.B. Seller), method and route of shipment are at Seller's discretion, unless the Buyer supplies explicit instructions.

**6. Terms of Payment.** Payment is due upon receipt of Seller invoice. If Seller has reason to doubt Buyer's financial ability to pay, Seller may decline to make further deliveries, unless Buyer pays cash with order or furnishes security satisfactory to Seller. Seller may cancel this contract if Buyer fails to make any payment due to Seller promptly when due. Buyer agrees to pay interest on any payment due hereunder at a rate of 1½ percent (1½ %) per month from the date payment is due until paid in full. Buyer also agrees to pay all costs, including reasonable attorneys' fees and all court costs, incurred by Seller in the enforcement of any obligation of Buyer hereunder.

**7. Grant of Security Interest.** To secure the payment of any and all sums due hereunder, Buyer hereby grants Seller a continuing security interest in the goods sold hereunder, such security interest to continue until the satisfaction, in full, of Buyer's obligations arising hereunder and any other obligations Buyer may have to Seller. Seller shall have all rights of a secured party under the Uniform Commercial Code or similar statute of the State in which the good are located. Buyer, by acceptance of the good s sold hereunder, hereby appoints the officers of Seller as Buyer's Attorney in Fact to execute Uniform Commercial Code financing statements on behalf of Buyer.

**8. Default by Buyer.** In the event Buyer shall fail to make payments for the goods and/or services sold hereunder as and when due and in accordance with the terms and conditions hereof, in such event, Buyer shall pay Seller, in addition to the sums due hereunder, all of Seller's costs of collection from Buyer, including, but not limited to, attorney's fees.

**9. Risk of Loss.** Risk of loss and responsibility for containers and all goods sold hereunder shall pass to Buyer upon Seller's delivery to carrier whether or not Seller pays all or part of the freight and regardless of any F.O.B. designation in the contract or herein.

**10. Warranty – Liability.** Any warranty with respect to the goods sold hereunder shall be limited to the manufacturer's warranty (if any) for the goods. In no event shall Seller be liable for any breach of the manufacturer's warranty or any consequential or special damages of for transportation or other expenses which may arise in connection with any defective goods. Seller's warranty for service shall be limited to its service warranty policy in effect at the time the service is performed. **THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS.**

**11. Claims.** Any action for Seller's breach of this contract must be commenced within one year after the cause of action has accrued.

**12. Technical Support.** The advice of the technical staff of the Seller is available to Buyer, but the Seller does not warrant or guarantee such advice.

**13. Applicable Law—Amendment.** The construction, performance and completion of this contract shall be governed by the law of the State of North Carolina without regard to any provisions regarding conflicts of law.

No modification or release shall be effective unless in writing, signed by both parties and specifically stating it is such a modification or release.

**14. Excuses for Nonperformance.** Deliveries shall be subject to, and contingent upon, strikes, labor difficulties, riot, civil unrest, war, fire, delay or defaults of common carriers, failure or curtailment in the Seller's reasonable control, and the Seller shall not be liable for any loss or damage arising therefrom. The Seller shall have the additional right, in the event of the happening of any of the above contingencies, at its option, to cancel this contract or any part thereof without any resulting liability. Any delivery or service not in dispute shall be paid for by Buyer regardless of other controversies relating to other delivered or undelivered goods.

**15. Default – Waiver.** If Buyer is in breach with respect to any of the terms of this contract or any prior contract, Seller may defer shipments until such breach is cured, or may treat such failure as final refusal to accept further shipments and may cancel this contract without any liability whatsoever. Seller may terminate all or any unfilled part of this contract without any liability whatsoever in the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against by Buyer, the inability of the Buyer to meet its debts as they become due, in the event of the appointment, with or without the Buyer's consent, of an assignee for the benefit of creditors or of a receiver, or in the event Seller has reasonable grounds to believe Buyer will not meet its obligations hereunder. Either party's waiver of any breach or failure to enforce any of the terms and conditions of this contract at any time shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance with every term and condition of the contract.

**16. Indemnity and Liability:** Brady Services shall indemnify, defend and hold Customer harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of Brady Services.

**17. Limitation of Liability.** Buyer's exclusive remedy and Seller's exclusive liability under this contract or otherwise (including negligence) shall be for damages which shall in no event exceed so much of the purchase price as is applicable to the portion of the particular shipment or services with respect to which damages are claimed. In no event shall Seller be liable to Buyer for any other loss or damage, or for any incidental, special or consequential damages of any kind arising in connection with this contract or the products or services sold hereunder.

**18. Asbestos and Hazardous Materials:** Brady Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Brady Services become aware of or suspect the presence of Hazardous Materials, Brady Services may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Brady Services. Brady Services shall be required to resume performance of the services only when the affected area has been rendered harmless.

**19. Insurance:** Brady Services maintains insurance in the following minimum amounts during the Term: Commercial General Liability -- \$1,000,000 per occurrence; Automobile Liability -- \$1,000,000 CSL; Workers Compensation -- Statutory Limits. If Customer has requested to be named as an additional insured under Brady Services insurance policy, Brady Services will do so but only to the extent of Brady Services indemnity assumed under the indemnity provision contained herein. Brady does not waive any rights of subrogation.

**20. Performance.** Services will be performed during normal working hours with any overtime or emergency labor billed separately, unless otherwise agreed to in writing. Duty to perform under this agreement and the price hereof are subject to the approval of Brady Services. Upon disapproval of the credit department or upon the occurrence of any such event as aforesaid, Brady Services may delay performance or, at its option, renegotiate prices, terms and conditions with the Customer. If Brady Services and Customer are unable to agree on such revisions, this agreement shall be canceled without any liability, other than Customer's obligation to pay for services rendered by Brady Services to the date of cancellation.

**21. General.** This agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. If any part of this agreement is deemed to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced only to the extent required to remove the invalidity or unenforceability. Customer may not assign, transfer, or convey this agreement, or any part hereof, without the written consent of Brady Services. Subject to the foregoing, this agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. No modifications, additions or changes may be made to this agreement except in a writing signed by Brady Services.

**22. Captions.** The titles contained in this contract are for reference



purposes only and shall not affect in any way the meaning or interpretation of this contract.

**23. Severability.** In any provision of this contract shall be prohibited or invalid, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision and the remaining provisions of this contract.

**24. Amendment.** This contract is intended as the final expression of the parties' agreement and is the complete and exclusive statement of the terms thereof. No statements or agreements, oral or written, made prior to or at the signing hereof, shall vary or modify the written terms hereof; and neither party shall claim any amendments, modification or release from any provision hereof by reason of (a) a course of action or mutual agreement unless such agreement is in writing signed by the other party and specifically stating it as an amendment to the contract, (b) course of

performance, or (c) usage of trade. No modification or addition to the contract shall be effected by the acknowledgement or acceptance by Seller of any purchase order, acknowledgement, release or other forms submitted by Buyer containing other or different terms or conditions.

**Applicable only in the United States:**

**25. Equal Employment Opportunity/Affirmative Action Clause.** Brady Services is a federal contractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F. R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250.

NC General Contractor License – 63159  
NC Mechanical Contractor License - 20378  
NC Burglar Alarm License – 2595-CSA  
NC Low Voltage Electrical License - 25289-SP.FA/LV  
SC Mechanical Contractor's License – M102151  
SC General Contractor License – G119308  
SC Security License - \*\*not required in SC\*\*