

**MINUTES OF THE BOARD OF EDUCATION MEETING
JANUARY 31, 2020
12:00 P.M.**

The Board of Education of Unified School District 234, Fort Scott, Kansas, met in special session at their offices at 424 S. Main at 12:00 p.m.

PRESENT: Kellye Barrows, Gary Billionis, Danny Brown, Lynette Jackson, David Stewart, James Wood

ABSENT: Jamie Armstrong

ALSO PRESENT: Superintendent Ted Hessong, Board Clerk Gina Shelton

OTHERS PRESENT: Connie Billionis, Jason Silvers

OPEN THE MEETING – 12:00 P.M.

President Stewart opened the meeting at 12:00 p.m.

FLAG SALUTE

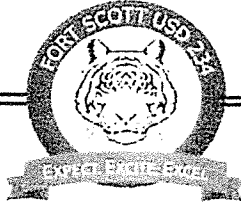
CONSIDER ROOF BIDS

It was moved by Mr. Wood, seconded by Mrs. Barrows, and carried by unanimous vote that the board approve the roof bid to Premier Contracting, Inc. in the amount of \$783,736.

Unified School District 234

424 South Main
Fort Scott, KS 66701-2697
www.usd234.org
620-223-0800 Fax 620-223-2760

TED HESSONG
Superintendent



January 24, 2020

To: Board of Education

From: Gina Shelton, Business Manager

A handwritten signature in black ink, appearing to be "Gina Shelton", is written next to the name.

Re: Roof Bids

My recommendation is to accept the Premier Contracting, Inc. bid in the amount of \$783,736.00. This expenditure is to be paid out of Series 2014 bond funds and the Capital Outlay fund, both of which were budgeted.

Cost Differential

Cost Ranking	Base	Mid-America	Guarantee Roofing	Premier Contracting	JB Turner & Sons	Joplin Roofing	Wray Roofing Inc	Midwest Coating
		1.00	2.00	3.00	4.00	5.00	6.00	7.00
Cost Rubric	\$ 648,350.00	\$ 648,350.00	\$ 717,280.00	\$ 783,736.00	\$ 836,505.00	\$ 870,400.00	\$ 994,330.00	\$ 1,128,575.00
% More in Cost			10.63%	20.88%	29.02%	34.25%	53.36%	74.07%

USD 234 Rubric - 19UFSFSKR004B

4 Lowest Bids			
Factor	Mid-America	Guarantee Roofing	Premier Contracting
Cost (1)	70.00	62.56	55.38
Reference Checks (2)	25.00	-	25.00
Personal Experience (3)	5.00	-	5.00
	100.00	62.56	85.38
			79.69

Cost Rubric	\$ 648,350.00	\$ 648,350.00	\$ 717,280.00	\$ 783,736.00	\$ 836,505.00
% More in Cost	70.00		10.63%	20.88%	29.02%
% of Points Eligible		100.00%	89.37%	79.12%	70.98%
Cost Factor rated		70.00	62.56	55.38	49.69

CONSIDER BENCHMARK, INC SERVICE AGREEMENT

It was moved by Mr. Brown, seconded by Mr. Billionis, and carried by unanimous vote that the board approve the following service contract in the amount of \$137,900:



SERVICE AGREEMENT

CLIENT:	USD 234, Fort Scott, Kansas	DATE:	January 27, 2020
ATTN:	Gina Shelton	PROPOSAL NO.:	0101203
ADDRESS:	424 South Main Fort Scott, KS 66701		
PHONE:	620.233.0800		
E-MAIL:	gshelton@usd234.org		

PROJECT IDENTIFICATION AND PROPOSED SERVICE

2020 Roof Replacement Full-Time Project Management Services

USD 234 Fort Scott, Kansas

Fort Scott Middle School
Roof Sections: A, B, C, D, E, F, G, H, I, J, K, L, M, O, P, & Q
Approximately 109,807 Roof Sq. Ft.

GENERAL ASSUMPTIONS

The services proposed herein are offered based on the following assumptions:

- Client will provide safe access to all roof areas included in the project.

SCOPE OF SERVICES

For the fees herein established, Benchmark, Inc. (Benchmark) will provide roof management and consulting services as set forth below, provided that USD 234, Fort Scott, Kansas (Client) authorizes work to commence within **30** days from the date of this proposal. Please note any modifications/exclusions and initial.

PROJECT MANAGEMENT SERVICES

I. Project Administration

If requested, Benchmark will provide the following services:

- A. Schedule and conduct a preconstruction meeting with the selected Contractor to reinforce all project criteria and requirements. Benchmark will respond to questions, and issue meeting minutes.
- B. Receive from the Contractor, and review, all shop drawings, product data, samples, and other submittals; coordinate them with information contained in the contract documents, and approve or reject the same.

- C. Recommend necessary or desirable changes to Client, review requests for changes, assist in negotiating Contractor's requests, and prepare and distribute change orders for necessary approval.
- D. Provide a job closeout file in pdf format including the information and paperwork developed during the roof replacement project only. (Only available for full-time construction observation projects.)

II. Construction Observation

Benchmark will provide the following on-site quality assurance measures:

- A. Assist Client in coordinating the work of the Contractor with facility operations and other activities to complete the work in accordance with the contract documents.
- B. Schedule and conduct progress meetings to discuss such matters as procedures, progress, problems, and scheduling.
- C. Observe the work by visiting the site on a full-time basis, as agreed to by Client. Benchmark's personnel will familiarize themselves with the progress of the work to endeavor to determine if the work is proceeding in accordance with the contract documents.
- D. Consult with Client if any Contractor requests interpretation of the intent of the Drawings and Specifications, giving interpretations in writing and assisting in the resolution of questions that may arise.
- E. Record the progress of the work and submit written progress reports to Client. Documentation will include daily construction reports and photographs.
- F. When Benchmark considers the work ready for final inspection, conduct a final inspection to evaluate the completion of the work of the Contractor, and submit to the Contractor a completion punch list.

FEE SCHEDULE

Under this agreement, Client will compensate Benchmark for services rendered as follows:

PROJECT MANAGEMENT SERVICES

Items I. - II. Project Administration and
Construction Observation Services.....Time and Expense
Per Attached Fee Schedule – Exhibit B

Project Management Budget Estimate –


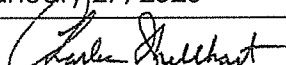
Budget estimate includes allowance for project administration, submittal review, 17 weeks of full-time construction observation based on 40 hours/ week including travel, daily reports, final inspection, and job closeout.

Total Budget Estimate.....\$137,900.00

NOTE: Any additional services requested and authorized by Client, beyond those outlined in this proposal, shall be provided based on Benchmark's 2020 Hourly Fee Schedule, attached.

AUTHORIZATION TO PROCEED

Benchmark, Inc. is hereby authorized to proceed with services described in this proposal subject to the attached Terms and Conditions, Exhibit A, of this Service Agreement.

USD 234, Fort Scott, Kansas	Benchmark, Inc.
Client	
Signature	Signature 
Name	Name Norm Francis, RRO
Title	Title Senior Consultant
Date	Date January 27, 2020
	Reviewed by 

bns

EXHIBIT A
ROOF CONSULTING TERMS AND CONDITIONS

This AGREEMENT (which includes the attached Services Agreement and these Terms and Conditions) represents the entire and integrated AGREEMENT between the CLIENT and the CONSULTANT and supersedes all prior written or oral negotiations, representations, or AGREEMENTS. This AGREEMENT may be amended only by written instrument signed by both the CLIENT and the CONSULTANT.

1. Benchmark, Inc. (CONSULTANT) will be provided immediate access to the building, roof area, and other areas within the scope of the work, for inspection at all times during regular business hours.
2. CONSULTANT represents, and CLIENT agrees, that:
 - a. CONSULTANT intends to render services under this AGREEMENT in accordance with the generally accepted roof consulting practices, for the intended use of the PROJECT. CONSULTANT will not be a guarantor of the project to which its services are directed, and its responsibility shall be limited to work specifically performed by CONSULTANT for the CLIENT. CONSULTANT shall not be responsible for acts or omissions of the CLIENT, Contractors, subcontractors, or other third parties;
 - b. CONSULTANT's Investigative and Roof Survey Reports will be suitable to provide CLIENT with accurate information as to the existing make-up and condition of the present roof system;
 - c. CONSULTANT's recommendations and specifications for repair of an existing roof system will be in accordance with the current "state-of-the-art" standards. No representation is made as to the efficacy or duration of repairs to existing roofing systems;
 - d. CONSULTANT's roofing system recommendations and specifications are based upon current published standards and practices accepted in the trade, or published standards and practices of roofing system manufacturers, and are subject to final confirmation by the manufacturer of the roofing system selected, as to unpublished or new specifications or requirements; and assume installation by an experienced, licensed contractor in strict accordance with the specifications of CONSULTANT and the manufacturer's specifications;
 - e. Any opinion of the construction cost prepared by the CONSULTANT represents CONSULTANT's judgment and is supplied for the general guidance of the CLIENT. It is recognized that the CONSULTANT has no control over the cost of labor and material or over competitive bidding or market conditions, and the CONSULTANT does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CLIENT;
 - f. If in the event that any on-site observation of Contractors' work shall be included as a part of the work under the AGREEMENT and a specific schedule of observations is agreed to, then the CONSULTANT shall comply with the schedule. If on-site observation of Contractors' work is included as a part of the work under the AGREEMENT but no specific schedule is agreed to, then the CONSULTANT shall visit the site at intervals appropriate to the stage of Contractor's progress on the PROJECT. However, CONSULTANT shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the work. CONSULTANT shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work since these are solely the Contractor's rights and responsibilities. CONSULTANT does not guarantee or warrant the performance of the Contractor, subcontractors, or other third parties;
 - g. CONSULTANT shall have no responsibility for unauthorized changes in the work or design by the contractor or CLIENT, unless notification of proposed changes is given to and approved in writing by CONSULTANT, prior to the changes being made;
 - h. CONSULTANT makes no representations as to the structural adequacy of the building to support the roofing repairs or replacement recommended except upon the basis of written opinion of an independent structural engineer, provided by the CLIENT;
 - i. No other representations or warranties, expressed or implied, are given. No action arising from this AGREEMENT or the services performed thereunder, including those based on latent defects, may be maintained by either party unless commenced within one year from the date of substantial completion of services rendered by CONSULTANT under this AGREEMENT;
 - j. CONSULTANT and CLIENT waive consequential damages for claims, disputes, or other matters arising out of or relating to this AGREEMENT, or termination of this AGREEMENT.
3. The CLIENT agrees to limit the CONSULTANT's liability to the CLIENT for each Project, and to limit CONSULTANT's liability by appropriate written agreement to all Contractors and Subcontractors on each project, due to the CONSULTANT's professional negligent acts, errors, or omissions, such that the total aggregate liability of the CONSULTANT to all those named shall not exceed \$25,000.00 for each Project.
4. The CLIENT shall require any Contractor or Subcontractor performing work in connection with drawings and specifications produced under this AGREEMENT to hold harmless, indemnify and defend the CLIENT and the CONSULTANT and each of their officers, agents and employees from any and all liability claims, losses, or damage arising out of or alleged to arise from the Contractor's (or subcontractor's or other third party's) negligence in the performance of the work described in the construction contract documents, but not

including liability that is due to the sole negligence of the CLIENT, the CONSULTANT, or their officers, agents and employees.

5. All drawings, specifications and other work product of the CONSULTANT for this project are instruments of service for this project only, and the CONSULTANT shall retain ownership and property interest therein whether the project is completed or not. Reuse of any of the instruments of service of the CONSULTANT by the CLIENT on extensions of this project or on any other project without the written permission of the CONSULTANT shall be at the CLIENT's risk, and the CLIENT agrees to defend, indemnify and hold harmless the CONSULTANT from all claims, damages, and expenses including attorney's fees arising out of such unauthorized reuse of the CONSULTANT's instruments of service by the CLIENT or by others acting through the CLIENT.
6. Copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed by CONSULTANT, files in electronic media format or text, data, graphic or other types that are furnished by CONSULTANT to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, CONSULTANT makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by CONSULTANT at the beginning of this assignment.
7. Neither the CLIENT nor the CONSULTANT shall delegate, assign, or otherwise transfer his duties under this AGREEMENT without the written consent of the other. In the event any provisions of this AGREEMENT shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.
8. Execution of this AGREEMENT by CLIENT, or issuance of a purchase order by CLIENT, will constitute acceptance of each and every term and condition of this AGREEMENT. Any additional terms or conditions stated in CLIENT's purchase order, or other written communication accepting this AGREEMENT, or contained in any general or special conditions issued by CLIENT, or by alteration by CLIENT of this contract form, shall not be valid under any circumstances unless specifically adopted or approved by written response of CONSULTANT. Failure to respond by CONSULTANT shall be deemed a denial of any additional terms or conditions stated in CLIENT's acceptance or counter-proposal of CLIENT.
9. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
10. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, walkouts, accidents, government acts, or other events beyond the control of the other or the other's employees and agents.
11. CLIENT agrees that the balance of all sums due under this AGREEMENT shall be immediately due and payable for services completed by CONSULTANT. CONSULTANT may charge interest at the rate of 1% per month, or the legal rate (whichever is higher) upon any sum due under this AGREEMENT, which is not paid within 30 days of its due date. CLIENT agrees to pay CONSULTANT's reasonable attorney fees and costs incurred in collecting overdue accounts or incurred otherwise enforcing the terms of this AGREEMENT. If CLIENT fails to make payments to CONSULTANT in accordance with this AGREEMENT such failure shall be considered substantial nonperformance and cause for termination or suspension of services under this AGREEMENT.
12. The CONSULTANT shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials or toxic substances, including but not limited to asbestos or asbestos products, in any form.
13. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or CONSULTANT.
14. The duties and obligations imposed upon the parties under this AGREEMENT, and the rights and remedies available hereunder are specific, and are limited to the duties, obligations and remedies specifically set forth in this AGREEMENT. The parties hereto do not intend to create any duties, obligations or remedies not specifically set forth herein.
15. Unless otherwise specified within this AGREEMENT, this AGREEMENT shall be governed by the laws of the State of Iowa.
16. Any claim, dispute or other matter in question arising out of or relating to this AGREEMENT shall be subject to arbitration pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

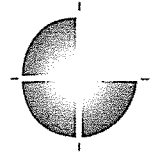


Exhibit B

Benchmark, Inc. 2020 Fee Schedule

Consulting Services

Rate

Senior Consultant	\$195.00/Hour
Staff Consultant	\$145.00/Hour
Safety Director	\$145.00/Hour
Field Consultant	\$125.00/Hour

Support Staff Services

IT Consultant	\$110.00/Hour
Drafting Technician	\$90.00/Hour
Account Manager	\$90.00/Hour
Administrative Assistant	\$80.00/Hour

Expert Witness Service

Preparing for or providing expert witness testimony	\$350.00/Hour
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Reimbursable Expenses

Reimbursement to Benchmark, Inc. of reasonable travel expenses shall include the cost of transportation and lodging expenses, job supplies, document reproduction, shipping costs, equipment rental, etc., as incurred in the direct performance of services authorized by the Client.

At Cost

Meals	Benchmark's employee per diem not-to-exceed allowable federal standard rate
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Benchmark, Inc. Owned Vehicle Fee	\$65.00/Day
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Subcontracted Services

At Cost, Plus 10%

Effective: January 1, 2020

EXECUTIVE SESSION – 12:12 P.M.

It was moved by Mr. Brown, seconded by Mr. Billionis, and carried by unanimous vote that the board go into executive session to discuss the employment of personnel for the 2019-20 school year pursuant to the non-elected personnel exception under KOMA and for the open meeting to resume in the board room at 12:15 p.m.

The executive session was required to protect the privacy rights of an identifiable individual.

The board invited Superintendent Ted Hessong and Clerk Gina Shelton to attend the executive session.

OPEN SESSION – 12:15 P.M.

CONSIDER EMPLOYMENT

It was moved by Mrs. Barrows, seconded by Mr. Wood, and carried by unanimous vote that the board approve the following employment items:

- A. Transfer of Marie Henderson, middle school paraprofessional, to high school paraprofessional for the remainder of the 2019-20 school year

Fort Scott High School

1005 South Main
Fort Scott, KS 66701-2697
www.usd234.org
620-223-0600
Fax 620-223-5368

Amber Toth, Principal
Robyn Kelso, Assistant Principal
Jeff DeLaTorre, Activities Director



January 21, 2020

Mr. Hessong,

I am writing to recommend the transfer of Marie Henderson to Fort Scott Middle School as a paraprofessional for the remainder of the school year.

Sincerely,

Amber Toth
Fort Scott High School Principal

- B. Employment of Matt Glades as a high school teacher aide (ISS) for the remainder of the 2019-20 school year
- C. Employment of Haley Jones as a high school paraprofessional for the remainder of the 2019-20 school year
- D. Employment of Dee Peters as a Winfield Scott paraprofessional for the remainder of the 2019-20 school year

ADJOURN – 12:15 P.M.

ATTEST:

Board President

Board Clerk