

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 230146
 Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:

 WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED
 Must Have Board Approval over \$100,000.00

Date Submitted: 05/03/2023

Name of Contract Initiator: Lance Addison Telephone #: 66852

School/Dept Submitting Contract: Operations Cost Center # 9023

Vendor Name: Freedom Christian Fellowship

Contract Title: Sale of Ramps and Stairs

Contract Type: New Renewal Amendment Extension Previous Year Contract #

Contract Term: n/a Renewal Option(s):

Contract Cost: n/a

BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT
 Funding Source: Budget Line # _____
 Funding Source: Budget Line # _____

NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

____ Completed Contract Review Form

____ SBAO Template Contract or other Contract (NOT SIGNED by District / School)

____ SIGNED Addendum A (if not an SBAO Template Contract)*
**This Statement MUST BE Included in the body of the Contract:
 "The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."*

____ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
 COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.
 General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.
 Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).
 Workers' Compensation = \$100,000 Minimum
 [If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].

____ State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocexempt/>) (If Applicable)

____ COVID-19 Waiver (If Applicable)

____ Release and Hold Harmless (If Applicable)

RECEIVED
MAY - 3 2023
PURCHASING

RECEIVED
5/05/23
SBAO

****AREA BELOW FOR DISTRICT PERSONNEL ONLY ****

| CONTRACT REVIEWED BY: | COMMENTS BELOW BY REVIEWING DEPARTMENT |
|--|---|
| Purchasing Department | _____ |
| Review Date | _____ |
| School Board Attorney | _____ |
| Review Date <i>5/12/23</i> | _____ |
| Other Dept. as Necessary | _____ |
| Review Date | _____ |
| PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO | IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR |
| FINAL STATUS | <input checked="" type="checkbox"/> APPROVED <i>[Signature]</i> DATE: <u>5-12-23</u> |

**AGREEMENT FOR PURCHASE OF RAMPS AND STAIRS FOR PORTABLE
SCHOOL CLASSROOMS**

This AGREEMENT is entered into this ____ day of June, 2023, by Freedom Christian Fellowship (hereinafter "PURCHASER") for the benefit and protection of CLAY COUNTY SCHOOL BOARD, CLAY COUNTY, FLORIDA (hereinafter "BOARD").

WHEREAS, the BOARD has declared that four sets of ramps and stairs that were previously attached to portable classroom buildings numbered CI 2236, CI 2237, CI 2238, CI 2005, to be unusable and surplus; and

WHEREAS, the PURCHASER has determined that it can make use of said ramps and stairs; and

WHEREAS, the BOARD is willing to convey ramps and stairs to PURCHASER; and

WHEREAS, the PURCHASER is willing to pay for and accept said ramps and stairs.

NOW THEREFORE, in consideration of the foregoing, the BOARD hereby conveys said ramps and stairs, to the PURCHASER for the sum of \$25,000.00 (TWENTY FIVE THOUSAND AND NO/100 DOLLARS) in hand paid and for other valuable consideration subject to the following terms:

1. The PURCHASER is responsible for moving said ramps and stairs off of the BOARD property, specifically the property of Keystone Heights Elementary School, Keystone Heights, Florida.
2. Said ramps and stairs must be removed from the premises of Keystone Heights Elementary School no later than the 30th day of June, 2023 at 9:00 p.m. local time.
3. The PURCHASER must sign this AGREEMENT, prior to removal of said ramps and stairs.
4. At the time of execution of this AGREEMENT, the PURCHASER must present to designated BOARD personnel an executed contract with a licensed and bonded local professional building mover (hereinafter "CONTRACTOR") obligating said CONTRACTOR to perform the movement/removal of said ramps and stairs within the time frame set forth herein.
5. The PURCHASER must present proof of CONTRACTOR'S liability insurance coverage which will cover movement of the ramps and stairs.
6. The PURCHASER must make arrangements satisfactory to designated BOARD personnel for the removal and reinstallation of any fences on the property of Keystone Heights Elementary School which must be moved in order to effect removal of said ramps and stairs from the school premises.

7. The PURCHASER must sign a "Waiver of Liability" releasing the BOARD and its employees, agents, representatives, and assigns from any liability of any kind or nature whatsoever resulting from the removal and relocation of said ramps and stairs.

8. The PURCHASER agrees that the BOARD shall incur no costs of any kind or nature whatsoever resulting from the sale, removal or relocation of said ramps and stairs.

This AGREEMENT contains the full agreement of the parties, shall be strictly construed as to all times by which performance must take place and the terms of the AGREEMENT may not be amended or altered except in written form signed by representatives of both parties.

EXECUTED this _____ day of June, 2023.

FREEDOM CHRISTIAN FELLOWSHIP

By _____
STEVEN POWERS
PURCHSER

The terms of this AGREEMENT is hereby
Acknowledged by the undersigned.

CLAY COUNTY SCHOOL BOARD, CLAY
COUNTY, FLORIDA

By _____
ASHLEY GILHOUSEN
Title: Owner's Representative
Clay County School Board

By _____
BRYCE ELLIS
Title: Assistant Superintendent for Operations
900 Walnut Street
Green Cove Springs, Florida 32043