

**District School Board of Indian River County, Florida
6500 - 57th Street, Vero Beach, FL 32967**

It is hereby advised that if a person decides to appeal any decision made by the Board with respect to any matter considered at this meeting, he/she will need to ensure that a verbatim record is made that includes the testimony and evidence upon which the appeal is to be made.

INVOCATION: Shortly before the opening gavel that officially begins a School Board meeting, the Chairman will introduce the Invocation Speaker. No person in attendance is or shall be required to participate in this observance and the personal decision of each person regarding participation will have no impact on his or her right to actively participate in the School Board's business meeting.

Date: December 13, 2016

Time: 6:00 p.m.

Room: Teacher Education Center (TEC)

Business Meeting Agenda

- I. CALL MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE TO THE FLAG AND PRESENTATION OF COLORS BY: Vero Beach High School's Air Force Junior ROTC Detachment 043 under the Direction of Wade E. Dues, Chief Master Sergeant (Retired), Aerospace USAF Science Instructor
- III. ADOPTION OF ORDERS OF THE DAY
- IV. PRESENTATIONS
 - A. Community Schools**
 - B. Very Special Arts (VSA) Card Contest Award**
 - C. Musical Performance by Glendale Elementary School**
 - D. Short Video on School Initiatives, Science Fair**
- V. CITIZEN INPUT
- VI. CONSENT AGENDA
 - A. Approval of Minutes – Dr. Rendell**
 - 1. Organization Meeting held 11/22/2016
 - 2. Business Meeting held 11/22/2016Superintendent recommends approval.
 - B. Approval of Personnel Recommendations – Dr. Fritz**

Attached is a list of personnel recommendations that includes personnel additions, terminations, and/or changes. Superintendent recommends approval.

C. Approval to Rescind Amendments to Fair Labor Standards Act (FLSA) Status – Dr. Fritz

On November 22, 2016, the School Board approved the designation of positions as non-exempt under the revisions to the Fair Labor Standards Act that was to become effective on December 1, 2016. That same night (November 22, 2016), a federal judge in Texas entered a preliminary injunction staying the December 1, 2016, effective date of the new regulations. Accordingly, at this time, the School Board is not required to implement the new regulatory requirements by December 1, 2016. The Superintendent recommends that the School Board rescind the amendments enacted by the School Board on November 22, 2016. If changes are required at a later date, proposed amendments will be brought forth. Superintendent recommends approval.

D. Approval of Donations – Mr. Morrison

1. Osceola Magnet School received a donation in the amount of \$1,000 from Kathleen R. Pierce. The donation will benefit the staff and students at Osceola Magnet School by providing training in the Singapore Math series.
2. Sebastian Elementary School received a donation in the amount of \$1,000 from the Mardy Fish Children's Foundation. The funds will be used for the Sebastian Elementary Cheerleading and Dance Team.
3. Liberty Magnet School received a donation in the amount of \$1,140 from the Liberty Magnet PTA. The funds will be used to pay for the Liberty Magnet School 5th grade students' boat trip at Sea Camp.

Superintendent recommends approval.

E. Approval of Budget Amendments – Mr. Morrison

This request is for approval of the following budget amendments for fiscal year ending June 30, 2017:

Amendment # 1 – Special Revenue

Amendment #1 – Capital Projects

Amendment #1 – General Fund

Superintendent recommends approval.

F. Approval of 2016 Florida Safe Schools Assessment Report – Dr. Fritz

The 2016 Florida Safe Schools Assessment Report is submitted annually to the Florida Department of Education and is required by the Safe Passage Act, enacted in 2001. The objective is for each District to have a clearly directed safety and security plan. The report is confidential. Superintendent recommends approval.

VII. ACTION AGENDA

A. Approval of 2016-2017 School Improvement Plans and District Improvement and Assistance Plan – Mr. Green

In accordance with Florida Statute 1001.42 and School Board Policy 2120, each school must complete a School Improvement Plan with the assistance of their School Advisory Council. In addition, the District must complete a District Improvement and Assistance Plan. The District Improvement and Assistance Plan and the School Improvement Plans are completed using an 8-Step, Problem Solving Process. This process includes analyzing data, setting goals and targets, and developing action plans for improvement. The District Improvement and Assistance Plan and School Improvement Plans are submitted for approval and can be accessed without a password at <https://www.floridacims.org/districts/indian-river>. Superintendent recommends approval.

B. Approval of 2016-2017 School Advisory Council Membership Composition – Mr. Green

In accordance with Florida Statute 1001.452 and School Board Policy 2125, each school must establish a School Advisory Council (SAC). Each SAC shall be composed of the principal and an appropriately balanced number of teachers, education support employees, students, parents, and other business and community citizens who are representative of the ethnic, racial, and economic community served by the school. School Advisory Councils must include students attending high schools, may include students at middle school, and do not include students at elementary schools. Completed SAC composition and membership reports are submitted for approval. Superintendent recommends approval.

C. Approval to Purchase PC's, Laptops, Monitors, and Associated Connectors from CDW-G through the NJPA 100614 Contract for District Wide Refresh - Mr. Green

Pursuant to School Board Policy 6320, the Superintendent's authority is limited to purchase commodities and/or contractual services where the total amount does not exceed \$50,000. This request is to grant the authority for the Superintendent to issue purchase orders as per the terms listed below. CDW-G will provide the District with computers, laptops, monitors, and connectors throughout the District as part of the ongoing refresh cycle. This refresh will target desktop computers that are over 6-years-old and laptops that over 5-years-old that are due for replacement. Monitors are not part of the usual refresh cycle and are replaced as needed. These components will be distributed throughout the District. The cost impact will be \$537,268.34 and the quote is attached. This purchase will be funded through the 0.6 voter approved millage (\$427,240.00) and through capital funds (\$110,028.34). Superintendent recommends approval.

**D. Approval to Purchase FatPipe Hardware and Service from AT&T - Mr. Green
-Deleted-**

E. Approval to Purchase Additional Tablet PCs and Tablet PC Carts from United Data Technologies (UDT) through the OCPS RFP1508150 Contract - Mr. Green

Pursuant to School Board Policy 6320, the Superintendent's authority is limited to purchase commodities and/or contractual services where the total amount does not exceed \$50,000. This request is to grant the authority for the Superintendent to issue purchase orders as per the terms listed below. UDT will provide the District with tablet PCs and tablet PC carts. These will be used for the purposes of instructional technology, delivering digital curriculum, and for delivering online assessments. This purchase will include 23 complete carts as requested by various schools through their school-based technology needs assessment. The carts will be distributed as follows: Vero Beach High School (6), Sebastian River High School (5), Oslo Middle School (2), Vero Beach Elementary (2), Treasure Coast Elementary (2), Citrus Elementary (2), Sebastian Elementary (1), Dodgertown Elementary, (1), Pelican Island Elementary (1), and Liberty Magnet (1). The cost impact will be \$373,495.71 and the quotes are attached. This will be funded through the 0.6 voter approved millage. Superintendent recommends approval.

F. Approval of Contract with Indian River County Senior Resource Association – Dr. Fritz

The Food & Nutrition Services (FNS) Department has been providing meals to Senior Resource Association (Meals on Wheels) since 1997. FNS has been informed recently by Senior Resource Association (Meals on Wheels) that they are required to put out an RFP since this is a federally funded program. Senior Resource Association (Meals on Wheels) have asked the District to extend the current pricing of \$3.91 per meal from January 1, 2017, to June 30, 2017. The FNS staff prepares and delivers approximately 350 meals daily, Monday through Friday, to Indian River County senior citizens. The total cost last year was approximately \$346,000 that resulted in a minimal profit. Superintendent recommends approval.

G. Approval to Renew RFP #2016-07 with Aon Consulting Inc. Operating as Aon Hewitt for Employee Health and Wellness Benefits Consultant - Dr. Fritz

Pursuant to the terms and conditions of RFP #2016-07, the Purchasing Department is requesting approval to renew this RFP for one additional year. There are no direct costs for these services as the consultant's fees are generated by insurance commissions. The new contract period will be from ~~December 9, 2016, December 13, 2016~~, through December 8, 2017. All terms and conditions will remain the same. Please see attached copy of the renewal letter. Superintendent recommends approval.

H. Approval of Guaranteed Maximum Price for Vero Beach High School Citrus Bowl Phased Renovations, Proctor Construction Company (SDIRC #04-0-2017JC) – Mr. Morrison

Approval is recommended for the Guaranteed Maximum Price (GMP) for the Vero Beach High School Citrus Bowl Phased Renovations project in the amount of \$3,398,443. This price includes all construction and management costs with Proctor Construction Company. This project will consist of removal of existing restrooms, reconstruction of new ADA compliant restrooms, removal of existing home locker room, reconstruction of new ADA compliant home locker room, construction of new visitor locker room beneath bleachers similar to home locker room, and removal of visitors' locker room portables. The GMP does not include architect, engineering, and testing fees in the amount of \$275,300. The total project cost is \$3,673,743. Superintendent recommends approval.

I. Approval of the Indian River Agreement for Architectural Services for Fellsmere Elementary 700 Building HVAC Replacement – Mr. Morrison

Approval is recommended for the Indian River Agreement for Architectural Services between the School Board of Indian River County and Donadio and Associates, Architects, P.A. This Agreement is for Professional Architectural Services as defined in Exhibit "A" for the replacement and upgrade of the HVAC systems within existing 700 Building at Fellsmere Elementary. The contract sum totals \$56,000 as defined in Article 3, "Fees and Payment" for basic services, plus \$2,500 for Reimbursable items. Superintendent recommends approval.

J. Approval of Release of Final Payment to Proctor Construction Company for the Citrus Elementary New Classroom Addition Project (SDIRC 2015-19) – Mr. Morrison

Approval is recommended for release of final payment in the amount of \$221,766.91 to Proctor Construction Company for the Citrus Elementary New Classroom Addition Project (SDIRC 2015-19). On November 17, 2015, the Board approved the Guaranteed Maximum Price (GMP) in the amount of \$4,319,353. The final construction cost for this project totals \$3,816,720.52. The unused balance of the GMP, in the amount of \$502,632.48, will be placed in the District's Capital Project Account. Final payment for this project is being brought to the Board for approval in accordance with Florida Statute 1013.50. The final payment to the contractor consists of the project retainage that is held until project completion. Superintendent recommends approval.

K. Approval of Continuing Contract for Mechanical, Electrical, and Plumbing Design/Engineering Services Template – Mr. Morrison

Approval is requested for a continuing contract for mechanical, electrical and plumbing design/engineering services template. Prior to this recommendation, continuing contract service provider agreements were approved by project on an as needed basis for a finite scope of services; therefore, not continuing.

The proposed template includes all required general terms and conditions and includes a task sheet that will be executed each time services are required. If services related to a specific project are expected to exceed \$50,000, the task sheet outlining the scope of services will be presented to the Board for approval as required by School Board Policy 6320. The proposed changes are being recommended based on consultations with the School Board's Attorney. Superintendent recommends approval.

L. Approval of Continuing Contract for Architectural and Engineering Services Template – Mr. Morrison

Approval is requested for a continuing contract for Architectural and Engineering Services template. Prior to this recommendation, continuing contract service provider agreements were approved by project on an as needed basis for a finite scope of services; therefore, not continuing. The proposed template includes all required general terms and conditions and a task sheet that will be executed each time services are required. If services related to a specific project are expected to exceed \$50,000, the task sheet outlining the scope of services will be presented to the Board for approval as required by School Board Policy 6320. The proposed changes are being recommended based on consultations with the School Board's Attorney. Superintendent recommends approval.

M. Approval of the FOCUS School Software Agreement for the Enterprise Resource Planning System - Mr. Morrison

Pursuant to Action Agenda Item D, District School Board Business Meeting held 9/27/16, staff recommends approval of the final negotiated Focus School Software agreement for the Enterprise Resource Planning System. Focus was the lowest cost option. The final negotiated contract is below the approved budget of \$800,000 that was part of the 0.60 Voter Approved Millage. FOCUS School Software will replace the District's current ERP System, TERMS. This system is used for Payroll, Human Resources, Employee Self Service, Fixed Assets, Budgeting, Purchasing, Accounts Payable, Accounts Receivable, Student Activity Accounts, and Warehouse. Superintendent recommends approval.

N. Approval of Appointment of a Citizen to the Indian River County Metropolitan Planning Organization (MPO), County Citizen Advisory Committee for Transportation and an Alternate for this Voting Position – Chairman Searcy

This is a volunteer position that began on September 11, 2012. The term of this position coincides with the Board's organization meeting. The CAC meets the first Tuesday of the month at 2 p.m. in Conference Room B1-501. The position is vacant. Board Members will submit names and vote on both the Committee Member and an Alternate Citizen to serve.

VIII. SUPERINTENDENT'S REPORT

IX. DISCUSSION

No discussion items

X. SCHOOL BOARD MEMBER MATTERS

XI. INFORMATION AGENDA

A. Financial Report for Month ending September 30, 2016, and October 31, 2016 - Mr. Morrison

Attached are the Financial Reports for the months ending September 30, 2016, and October 31, 2016.

XII. SUPERINTENDENT'S CLOSING

XIII. ADJOURNMENT

Any invocation that may be offered before the official start of the School Board business meeting is and shall be the voluntary offering of a private citizen to and for the benefit of the School Board pursuant to Resolution #2015-08. The views and beliefs expressed by the Invocation Speaker have not been previously reviewed or approved by the School Board and do not necessarily represent their individual religious beliefs, nor are the views or beliefs expressed intended to express allegiance to or preference for any religion, denomination, faith, creed, or belief by the School Board. No person in attendance at this meeting is or shall be required to participate in any invocation and such decision whether to participate will have no impact on his or her right to actively participate in the public meeting.

Anyone who needs a special accommodation may contact the School District's American Disabilities Act Coordinator at 564-3175 (TTY 564-2792) at least 48-hours in advance of the meeting. NOTE: Changes and amendments to the agenda can occur prior to the meeting. All business meetings will be held in the Teacher Education Center (TEC) located in the J.A. Thompson Administrative Center at 6500 – 57th Street, Vero Beach, FL 32967, unless otherwise specified. Meetings may broadcast live on Comcast/Xfinity Ch. 28, AT&T Uverse Ch. 99, and the School District's website stream; and may be replayed on Tuesdays and Thursdays at the time of the original meeting. For a schedule, please visit the District's website at www.indianriverschools.org/iretv. The agenda can be accessed by Internet at <http://www.indianriverschools.org>.

The District School Board of Indian River County met on November 22, 2016, at 5:00 p.m. The meeting was held in the Teacher Education Center located in the School District Office at the J.A. Thompson Administrative Center located at 6500 – 57th Street, Vero Beach, Florida 32967. District School Board Members attending were: Chairman Charles G. Searcy, Vice Chairman Shawn R. Frost, and Board Members: Dale Simchick, Laura Zorc, and Tiffany M. Justice. Dr. Mark J. Rendell, Superintendent of Schools; and Suzanne D’Agresta, School Board Attorney, were also present.

Annual Organization Meeting Minutes

In compliance with Florida Statute 1001.371 and Indian River County District School Board Policy 0150, the Superintendent shall act as Presiding Officer until the organization is complete.

- I. Meeting was called to order by Dr. Rendell.
Dr. Rendell stated for the record that as per State Statute 1001.371 and School Board Policy 0150, the Superintendent was required to act as Chairman until the organization of the Board had been completed.
- II. PLEDGE OF ALLEGIANCE TO THE FLAG
Dr. Rendell asked everyone to join him in the Pledge of Allegiance to the Flag.
- III. OATH OF OFFICE – Honorable Victoria Griffin, Judge for 19th Judicial Circuit Court of Florida, Serving Students and Families of Indian River County

Dr. Rendell introduced Judge Griffin to conduct the swearing in of new Board Members. Judge Griffin talked about her work in the community with children and families in the Juvenile Justice Department. She spoke of the effect that the School Board policies had on the work that she does in the court system. Judge Griffin talked about the importance of School Board Members’ roles in the lives of our students and the community. She also mentioned the similarities of the duties in assisting families and children.

Judge Griffin performed the duty of swearing into office District School Board Members, Tiffany M. Justice, District 5; and Laura Zorc, District 3. Dr. Rendell thanked Judge Griffin for coming and for her work serving students and families of Indian River County, Florida.
- IV. ELECTION OF CHAIRMAN AND VICE CHAIRMAN – Dr. Rendell
 - A. **Election of Chairman**
Dr. Rendell call for nominations for Chairman. Mr. Frost nominated Charles Searcy. Mrs. Simchick nominated Mr. Frost, who declined the nomination. Hearing no further nominations for the position, Dr. Rendell called for a vote. The Board voted unanimously in favor of Charles G. Searcy as Chairman of the District School Board for a term of one year, with a 5-0 vote.

B. Election of Vice Chairman

Dr. Rendell called for nominations for Vice Chairman. Mrs. Zorc nominated Mr. Frost. Hearing no further nominations, Dr. Rendell called for a vote. The Board voted unanimously in favor of Shawn Frost as Vice Chairman of the District School Board for a term of one year, with a 5-0 vote.

Dr. Rendell called for a 5-minute break to take pictures with family members and to re-seat the Board. Chairman Searcy re-convened the meeting at 5:23 p.m.

V. PUBLIC INPUT

Liz Cannon requested to speak.

VI. APPROVAL OF REGULAR MEETINGS OF THE SCHOOL BOARD

A. Approval of Business Meeting Dates and Times - Chairman

Present practice was to hold two monthly meetings. The meetings were held the second and fourth Tuesday's of each month at 6:00 p.m. for the business portion of the meetings and at 4:30 p.m. for Hearing Officer Reviews, only when necessary. A list of specific meeting dates for December 2016 through November 2017 was attached.

Chairman Searcy called for a motion. Mrs. Simchick moved approval of the business meeting dates and times. Mr. Frost seconded the motion. Board Members discussed a recommendation to hold one business meeting per month. Dr. Rendell stated that the current model worked well. He said that one meeting per month would severely affect the School District. The Board voted unanimously in favor of the motion, with a 5-0 vote.

B. Approval of Meeting Place - Chairman

The Teacher Education Center (TEC) located at the J.A. Thompson Administrative Center at 6500 – 57th Street, Vero Beach, FL 32967, was the meeting place, unless public interest could best be served by meeting elsewhere. The room was the Teacher Education Center (TEC).

Chairman Searcy called for a motion. Mr. Frost and Mrs. Zorc seconded the motion and it carried unanimously, with a 5-0 vote.

VII. OFFICIAL APPOINTMENTS BY THE CHAIRMAN

A. Indian River County Commission's Metropolitan Planning Organization (MPO), Committee Member and an Alternate for this Voting Position

Duties included attending monthly meetings on the 2nd Wednesday of the month at 10 a.m. in Room B1-501. Last year Mr. Frost served, with Mr. McCain as Alternate.

Chairman Searcy announced that Mr. Frost would continue as the Committee Member and Mrs. Zorc would serve as Alternate.

B. Indian River County Commission's Economic Development Council (EDC), Committee Member and an Alternate for this Four-Year, Voting Position

Duties included attending monthly meetings on the 3rd Tuesday of the month at 3:30 p.m. in Conference Room B1-501. Last year Mr. Frost served his second year, with Ms. Jiménez as Alternate.

Chairman Searcy announced that Mrs. Zorc would serve as Committee Member and Mrs. Justice would serve as Alternate.

C. Indian River County School Health Advisory Committee (SHAC) Liaison for this Non-Voting Position

Duty was to attend monthly meetings during the school year on the first Wednesday at 3:30 p.m., at United Way in the Community Room. Last year Mr. McCain served.

Chairman Searcy said that there were several staff that attended these meetings. He stated that this was not a required Board position. He asked if anyone was interested. Hearing no volunteers for this position, Chairman Searcy said that if a Board Member was interested in attending, he or she should contact the Board's Executive Assistant.

D. Indian River County Planning and Zoning Commission with an Alternate for this Four-Year, Non-Voting Position

The Commission met on the 2nd and 4th Thursday of the month at 7 p.m. in County Commission Chambers in Building A. During November and December, they met only on the 2nd Thursday of the month. The appointments were for four years. Last year Mr. Frost served his second year, with Mrs. Simchick as the Alternate.

Chairman Searcy announced that Mr. Frost would serve as the Commission Member and Mrs. Simchick would serve as Alternate.

E. City of Vero Beach Planning and Zoning Commission, Non-Voting Position

The Commission met on the 1st and 3rd Thursdays of the month at 1:30 p.m. in City Hall. Last year Mr. McCain served.

Chairman Searcy announced that Mrs. Zorc would serve as the Member.

F. City of Sebastian Planning and Zoning Commission, Three-Year Term, Non-Voting Position

The Commission met on the 1st and 3rd Thursday of the month at 6 p.m. in City Hall, as needed. The position would start on the first meeting after the City voted on the new member. Last year Mrs. Simchick served.

Chairman Searcy announced that Mrs. Simchick would continue to serve as the Commission Member.

G. City of Fellsmere Planning and Zoning Commission, Non-Voting Position

The Commission met on the 1st Wednesday of the month at 5:05 p.m. in City Council Chambers. Last year Mrs. Simchick served.

Chairman Searcy announced that Mrs. Simchick would continue to serve as the Commission Member.

H. City of Indian River Shores Planning and Zoning Commission, One-Year, Non-Voting Position

May 2008 was the first year for this appointment. The Commission met on the 2nd Monday of the month at 2 p.m. in City Hall, as needed. Last year Ms. Jiménez served.

Chairman Searcy announced that Mrs. Justice would serve as the Commission Member.

I. Treasure Coast Council of Local Governments, Inc., Committee Member

The Committee met on the first Wednesday of the month at 10 a.m. at St. Lucie County's Administration Building. Last year Mr. Frost served.

Chairman Searcy announced that Mrs. Zorc would serve as the Committee Member.

NEW

J. Executive Roundtable, Committee Member for this Voting Position

One Board Member would be appointed to serve on the Executive Roundtable. The Committee met the last Thursday of each month at 9:00 a.m. at United Way Building. Last year Ms. Jiménez served.

Chairman Searcy announced that Mrs. Justice would serve as the Commission Member.

VIII. BOARD APPOINTMENTS

A. Approval of Appointment of a Citizen to the Indian River County Metropolitan Planning Organization (MPO), County Citizen Advisory Committee for Transportation and an Alternate for this Voting Position

This was a volunteer position that began on September 11, 2012. The term of this position coincided with the Board's organization meeting. The CAC met the first Tuesday of the month at 2 p.m. in Conference Room B1-501. The position was vacant. Board Members were to submit names and vote on both the Committee Member and an Alternate Citizen to serve.

Mrs. Zorc submitted a biography for Amy Speak for the position. Mrs. Simchick made a motion to postpone this item and Mrs. Justice seconded the motion. Chairman Searcy called for the vote. The Board voted unanimously in favor of the motion, with a 5-0 vote.

B. Approval of Appointment of a Citizen to the Indian River County School Planning Citizen Oversight Committee re: Interlocal Agreement for Public School Planning for this Voting Position

Peter Robinson served on this Committee since its inception in 2003. The purpose of the Committee was to monitor implementation of the Interlocal Agreement and to report to participating local governments, the District School Board, and the general public on the effectiveness with which the Interlocal Agreement was being implemented. The Committee met once per year on a date and time to be determined. Mr. Robinson submitted a yearly report and agreed to do an additional term. Board Members would vote on this appointment.

Chairman Searcy called for a motion. Mrs. Simchick moved approval of the appointment of Peter Robinson to represent the School Board on the Indian River County School Planning Citizen Oversight Committee re: Interlocal Agreement for Public School Planning for this Voting Position. Mr. Frost seconded the motion and it carried unanimously, with a 5-0 vote.

C. Approval of Appointment of a Citizen to the County Commission's Value Adjustment Board (VAB) for this Voting Position

Reference: Florida State Statute 194.015. The Value Adjustment Board was an independent forum created by Florida Statute Chapter 194 to provide property owners with an opportunity to appeal their property value or denial of an exemption, classification, or tax deferral. The Committee met each year as needed. The appointment would be effective upon approval by the County Commission. On January 22, 2013, Mr. Todd Heckman was appointed by the School Board. The position was for a calendar year/tax cycle. Mr. Heckman was interested in serving for an additional term.

Chairman Searcy called for a motion. Mrs. Simchick moved approval of the appointment of Mr. Todd Heckman to represent the School Board as the Citizen Member to the County Commission's Value Adjustment Board (VAB) for this Voting Position. Mr. Frost seconded the motion and it carried unanimously, with a 5-0 vote.

D. Approval of Appointment to County Commission's Value Adjustment Board (VAB), One Committee Member and One Alternate for this Voting Position

Reference: Florida State Statute 194.015. The Value Adjustment Board was an independent forum created by Florida Statute Chapter 194 to provide property owners with an opportunity to appeal their property value or denial of an exemption, classification, or tax deferral. The Committee met each year as needed. The appointment would be effective upon approval by the County Commission. Last year Mr. Searcy was appointed as Committee Member and Mrs. Simchick was appointed as Alternate.

Chairman Searcy called for a motion. Mr. Frost moved approval of Chairman Searcy as the Committee Member and Mrs. Simchick as the Alternate. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote.

E. Approval of Appointment as District School Board's Legislative Liaison for this Non-Voting Position

The Legislative Liaison position was established by the District School Board on 11/22/2011. This position required extensive knowledge of local, state, and federal issues. Last year Mr. Searcy was appointed as the District School Board's Legislative Liaison.

Chairman Searcy called for a motion. Mrs. Simchick moved approval of Mrs. Zorc as the District School Board's Legislative Liaison for this non-voting position. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote.

NEW

F. Approval of Appointment to Moonshot Community Action Network for this Non-Voting Position

The Committee was comprised of community leaders in support of the Moonshot Goal. Normally they meet once every month. Last year Ms. Jiménez attended.

Chairman Searcy called for a motion. Mrs. Simchick moved approval to appoint Mrs. Justice to the Moonshot Community Action Network for this non-voting position. Mrs. Zorc seconded the motion and it carried unanimously, with a 5-0 vote.

IX. INFORMATION

A. Staff Appointments to Indian River County Committees

Attached was a list of staff appointments to Indian River County Committees that were required by law and approved by the Superintendent for the 2017 calendar year.

B. Agnes Peebles Memorial Scholarship Committee

As per the legal Trust Agreement established in 1953, the Chairman of the School Board of Indian River County and the Principal of Vero Beach High School served as Chairman of this scholarship committee.

C. County, School Planning, Elected Officials Oversight Committee

Membership bylaws required that the Chairman of the School Board hold this position. The Committee meets, annually, in June.

D. Individual Citizen Member Appointments to District School Board's Land Use and Acquisition Committee

The appointment corresponded to the Board Members' elected terms. Board Members were to submit their appointee's name and contact information for adoption at the January 2017 business meeting.

X. ADJOURNMENT

XI. ADJOURNMENT – Chairman Searcy
Meeting adjourned at approximately 5:56 p.m.

The District School Board of Indian River County met on November 22, 2016, at 6:09 p.m. The meeting was held in the Teacher Education Center located in the School District Office at the J.A. Thompson Administrative Center located at 6500 – 57th Street, Vero Beach, Florida 32967. District School Board Members attending were: Chairman Charles G. Searcy, Vice Chairman Shawn R. Frost, and Board Members: Dale Simchick, Laura Zorc, and Tiffany M. Justice. Dr. Mark J. Rendell, Superintendent of Schools; and Suzanne D’Agresta, School Board Attorney, were also present. Prior to the meeting, an invocation was given by Deacon Don Battista of Saint Helen’s Catholic Church.

Business Meeting Minutes

- I. Meeting was called to order by Chairman Searcy.
Chairman Searcy called for a Moment of Silence for the families of Stanley Brundidge, Jr. (Teacher at Alternative Education); Marth Hudson (Retired Educator); and Mary Frances Jenkins Daniels (Retired Transportation Professional).
- II. PLEDGE OF ALLEGIANCE TO THE FLAG AND PRESENTATION OF COLORS BY: Sebastian River High School’s Navy Junior ROTC under the Direction of (Lieutenant Commander) LCDR James Landis USN (Retired) and (Master Sergeant) MSgt. Michael Hussey USMC (Retired)
- III. ADOPTION OF ORDERS OF THE DAY
Chairman Searcy announced that the Superintendent had requested to remove Consent E. Approval of 2016 Florida Safe Schools Assessment Report from the Agenda and to move Consent D. #3 Donations for discussion.

Chairman Searcy asked Board Members if they had any items to move from Consent Agenda for discussion. Hearing no requests, Chairman Searcy called for a motion. Mrs. Simchick moved approval of the Orders of the Day, moving Consent D.3 and deleting Consent E from the Agenda. Mr. Frost seconded the motion and it carried unanimously, with a 5-0 vote.
- IV. PRESENTATIONS
 - A. **Casual for a Cause, American Cancer Society**
 - B. **U.S. Army All American Bowl Selection Recognition**
 - C. **Florida Healthy School District Silver Status Recognition**
 - D. **Musical Rendition by Fellsmere Elementary School**
 - E. **Video on School Initiatives**

V. CITIZEN INPUT

Michelle Scott requested to speak on Facebook post.

Anthony Brown, President of the NAACP, requested to speak on disrespect and insensitivity to blacks in the District.

Rev. Dr. Sylvester McIntosh requested to speak on behavior.

Catherine Wenzing requested to speak on equality of opportunities for students.

Bob Galbraith requested to speak on: Thanks, Report Card, and Benefits

Jeff Owens requested to speak on bus transportation and adult supervision.

Coletta Murray requested to speak on insurance issue for teachers.

Barbara Lipton requested to speak on Facebook and professionalism.

Board Member addressed the comments made about Facebook.

VI. CONSENT AGENDA

Chairman Searcy called for a motion. Mr. Frost moved approval of the Consent Agenda, with the amendments made in the adoption of the Orders of the Day. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote.

A. Approval of Minutes – Dr. Rendell

1. Superintendent Board Workshop held 10/25/2016
2. Business Meeting held 10/25/2016
3. Special Business Meeting held 11/7/2016

Superintendent recommended approval.

B. Approval of Personnel Recommendations – Dr. Fritz

Attached was a list of personnel recommendations that included personnel additions, terminations, and/or changes. Superintendent recommended approval.

C. Approval of Amendment of Job Descriptions to Reflect Fair Labor Standards Act Status – Dr. Fritz

The Fair Labor Standards Act (FLSA) was the Federal Law governing wages and work hours. Certain employee groups were exempt from the FLSA for overtime purposes depending upon their wage rates and the nature of the work they performed. Examples of employees that were exempt were teachers and administrators. Effective December 1, 2016, the minimum wage rate to be considered an exempt employee would increase to \$47,476 annually. District staff recommended that the School Board amend the job descriptions to reflect the FLSA status as “non-exempt” for positions on the attached list. These newly denoted positions were in addition to those already listed as non-exempt. Upon approval of these amendments, staff would make proper changes to all listed descriptions. Superintendent recommended approval.

D. Approval of Donations – Mr. Morrison

1. Vero Beach High School received a donation in the amount of \$1,840, from OneBlood, Inc. The funds would be used to benefit the HOSA Program at Vero Beach High School.
2. Liberty Magnet School received a donation in the amount of \$1,500, from the Liberty Magnet PTA. The funds would be used for the Principal's Challenge summer reading program rewards for the students of Liberty Magnet School. A donation in the amount of \$1,000 was received from the Indian River Community Foundation/Mr. W. Peter Williams Fund. The funds would be used by the ESE Department for students at Liberty Magnet School.
3. Moved.
4. The Professional Development Department received a donation in the amount of \$5,000 from the Learning Alliance. The donation would fund the Teacher of the Year expenses.

Superintendent recommended approval.

**E. Approval of 2016 Florida Safe Schools Assessment Report – Dr. Fritz
Removed.**

F. Approval of Amendment for Oslo and Storm Grove Field Trip to Colorado 2016-2017 – Mrs. Dampier

On August 23, 2016, the Board approved the trip to Colorado for the Orchestra students from Oslo and Storm Grove Middle School. Originally the dates for the trip were March 21-26, 2017. These dates were being amended to March 22-27, 2017, to take advantage of the lower airfare charges. All necessary insurance had been provided to Risk Management. There was no cost to the District. Superintendent recommended approval.

G. Approval of Sebastian River High School's International Baccalaureate Field Trip to Washington, DC 2016-2017 – Mrs. Dampier

Mr. Todd Racine requested approval of Sebastian River High School's International Baccalaureate Senior trip to Washington, DC, on March 18–22, 2017. All necessary insurance had been provided to Risk Management. There was no cost to the District. Superintendent recommended approval.

H. Approval of Student Transfer from Indian River County for 2017-2018 School Year – Ms. Dampier

This was a request to transfer from Indian River County to Brevard County. All necessary documents had been received. Superintendent recommended approval.

Item(s) moved from Consent:

D. Approval of Donations – Mr. Morrison

3. Rosewood Magnet School received a donation in the amount of \$2,000 from the Rosewood Magnet School PTA. The funds would be used to offset the cost of the Sea Camp field trip for 5th grade students at ~~Liberty~~ Rosewood Magnet School. Superintendent recommended approval.

Dr. Rendell pointed out the typo in the descriptive paragraph as noted above. Chairman Searcy called for a motion. Mrs. Simchick moved approval of the donation to Rosewood Magnet School. Mr. Frost seconded the motion and it carried unanimously, with a 5-0 vote. Dr. Rendell stated that he would bring Consent E back to the next business meeting for approval. The purpose was to give new Board Members time to review the confidential document.

VII. ACTION AGENDA

A. Public Hearing for Adoption of New and Revised District School Board Policies – Dr. Rendell

On October 11, 2016, the Board moved approval to set a Public Hearing date to adopt new and revised District School Board Policies. The purpose of the revisions and new policies was to be consistent and in compliance with current practice and Florida State Statutes. The policy change process was followed in accordance with Florida Statutes, under Florida Administrative Procedures Act, Chapter 120 Rulemaking; and School Board Policy 0131. The proposed policies were attached. Superintendent recommended approval.

Public Hearing

Chairman Searcy asked the Superintendent if the Public Hearing was properly advertised in accordance with State Statutes. Dr. Rendell said, "Yes, Sir, I have." Chairman Searcy recessed the meeting to conduct the Public Hearing.

Chairman Searcy announced that the Public Hearing was in session. He asked Dr. Rendell if there were any written responses to be read. Dr. Rendell said, "No, Sir, we did not receive any written responses to the policy revisions." The public was invited to address this issue.

Hearing no requests to speak, Chairman Searcy announced that the Public Hearing was conducted pursuant to notice and that ample opportunity to address this issue was provided to all. The Board meeting was reconvened.

Chairman Searcy called for a motion. Mr. Frost moved approval of the adoption of new and revised District School Board Policies. Mrs. Simchick seconded the motion. Board Members talked about the adoption process. The Board voted unanimously in favor of the motion, with a 5-0 vote.

B. Approval to Establish Medical Insurance Premiums for Post 65 Retirees – Dr. Fritz

The Superintendent recommended adjustment of the medical insurance premiums charged to post-65 retirees in the attached amounts. The rate changes shall take effect on January 1, 2017. Superintendent recommended approval.

Dr. Rendell stated that the purpose of this item was to adopt the same increase of 32% (average for overall premium adjustment amount) as other employees. He said that the retirees' only concern was to have an opportunity to switch to another plan prior to the effective date. Dr. Rendell said that they had time to switch. Chairman Searcy called for a motion. Mrs. Simchick moved approval to establish medical insurance premiums for Post 65 Retirees. Mr. Frost seconded the motion. Board Members talked about the recommendation and options for retirees. Dr. Rendell spoke about the "Safe Harbor" deficit that was being paid out of District funds and the increase to premiums sufficient to cover current expenses for health insurance. Dr. Fritz stated that if there were any overages, options would be discussed for the following year. He said that the estimated figures from Aon were very accurate. Board Members requested to place the discussion of the \$7 million deficit on the December 13, 2016, Discussion Session. For the record, Chairman Searcy asked if Aon was the same company used during the deficit period. Dr. Rendell said, "No". Chairman Searcy called for the vote. The Board voted 4-1 in favor of the motion. Mrs. Justice, Mrs. Simchick, Mr. Frost, and Chairman Searcy voted in favor of the motion. Mrs. Zorc voted against the motion.

C. Approval of Agreement with Dixie Oak Manor for 2016-2018 – Mrs. Dampier

Certified Nursing Assistant training required that each student participate in a 40-hour clinical prior to taking the Certified Nursing Assistant Exam. This agreement between the School District of Indian River County and Dixie Oak Manor enabled students to participate in that clinical internship. The Curriculum and Instruction Department recommended approval of a contract with Dixie Oak Manor to provide students with the opportunity to complete their clinical experience. Instruction and supervision was delivered by fully-certified Florida teachers. There was no cost to the School District for the clinical internship. The contract had been reviewed by the Board Attorney and approved. The Certificate of Insurance had been reviewed by Risk Management and approved. Superintendent recommended approval.

Chairman Searcy called for a motion. Mrs. Justice moved approval of the agreement with Dixie Oak Manor for 2016-2018. Mr. Frost seconded the motion and it carried unanimously, with a 5-0 vote.

VIII. SUPERINTENDENT'S REPORT

Dr. Rendell wished everyone a safe and happy Thanksgiving.

IX. DISCUSSION

Chairman Searcy asked Board Members if they had any items to discuss. Mr. Frost talked about the grounds at Sebastian River High School where the portable used to that were an eyesore. Dr. Rendell stated that the party responsible was given a timeline to have the grounds restored, first, before having the District pay for the restoration.

X. SCHOOL BOARD MEMBER MATTERS

Mrs. Justice said, "Thank You". She was looking forward to her position as Board Member and wished everyone a happy Thanksgiving.

Mrs. Simchick extended best wishes to the new Board Members and the new Board Chair. She attended the Sebastian versus Vero Beach High School game. Mrs. Simchick said that this was the first year for students to take mid-terms before winter break. She said that this long weekend was the perfect time to study. Mrs. Simchick wished everyone a safe Thanksgiving.

Mr. Frost congratulated Board Members on their victories. He also thanked Mr. McCain and Ms. Jiménez for their years of service and the outgoing Chair, Mrs. Simchick, for her hard work. Mr. Frost said that he was looking forward to serving as the Vice Chairman for a second year. He attended the welcoming event for new Superintendents (appointed and elected) that was held in Tallahassee. Mr. Frost attended in his role representing the Florida Coalition of School Board Members.

Mrs. Zorc thanked all the students who attended the business meeting. She asked everyone to have safe travel and to enjoy Thanksgiving. Mrs. Zorc said that she was looking forward to serving with Board Members and Superintendent. She said that her door was always open.

Chairman Searcy challenged new Board Members with the work to come. He thanked Chick-Fil-A for their generosity in supporting our schools. He thanked Mrs. Simchick for serving as Chairman. Chairman Searcy asked Board Members for their support in his new position as Chairman.

XI. INFORMATION AGENDA

No information items

XII. SUPERINTENDENT'S CLOSING

No closing remarks.

- XIII. ADJOURNMENT – Chairman Searcy
Meeting adjourned at approximately 7:38 p.m.

CONSENT AGENDA 12/13/16

Personnel Recommendations

1. Instructional Changes
Acevedo, Herminio – VBHS, change from resignation to retirement, exiting DROP 12/2/16
Flores, Eddy – SRHS, rescind resignation 11/21/16
2. Instructional Leaves
Carter, Melissa – Sebastian Elementary, 1/11/17-4/5/17
Cope, Ellen – Oslo Middle, 11/4/16-2/10/17
Harcourt, Rhaeanna – Storm Grove Middle, 3/2/17-5/15/17
Lunn, Tara – Gifford Middle, 11/7/16-1/9/17
Marr, Rebecca – Citrus, 12/12/16-5/26/17
Matthews, Keith – SRHS, 11/28/16-12/20/16
Odom, Kristin – VBHS, 11/16/16-2/22/17
Wagner, Dawn – Osceola Magnet, 11/9/16-12/16/16
3. Instructional Promotions
Luna, Paula – from Gifford Middle ESL Teacher Assistant to Indian River Academy, Primary (**2nd Grade**) Teacher 12/19/16
4. Instructional Transfers
5. Instructional Separations
Bemis, Deborah – Indian River Academy, termination during probationary period 12/14/16
Beuten, Kelly – VBE, resignation 11/20/16
Forgham, Judy – Dodgertown, retirement, exiting DROP 5/26/17
Gillespie, Ashley – Oslo Middle, resignation 1/4/17
Julin, Bonnie – Gifford Middle, retirement 1/17/17, pending FRS attestation
Kouns, Jimmie – VBHS, resignation 1/9/17
McVee, Kristen – Citrus, resignation 1/11/17
Muth, Donna – Curriculum and Instruction, retirement 12/20/16, pending FRS attestation
Napoleoni – Erica – SRMS, resignation 12/2/16
6. Instructional Employment
Burge, Maritza – VBHS, Spanish Teacher 12/14/16
Lange, Brianna – Citrus, K/1 Teacher, sunset position 12/19/16
Pena, Jesus – SRHS, Assistant Boys Soccer Coach, supplement only 12/14/16
Smeltzer, Stephanie – Indian River Academy, 3rd Grade Teacher 1/4/17
Stalter, Jamie – Pelican Island, ESE VE Teacher 12/14/16
7. Support Staff Changes
8. Support Staff Leaves

9. Support Staff Promotions
 Frengel, Bryanna – Wabasso School, from Teacher Assistant to Behavior Technician 11/28/16
 Svendsen, Jennifer – from Sebastian Elementary Food Service Cook to Rosewood Magnet Food Service Manager ~~11/23/16~~ **11/03/16**
10. Support Staff Transfers
11. Support Staff Separations
 Kahn, Brenda – Finance and Operations, retirement, entering DROP 11/1/16
 Moore, Melissa – Risk Management, resignation 12/21/16
 Torres-Spivey, Pamela – Risk Management, resignation 12/16/16
 Watters, David – Transportation, resignation 12/2/16
12. Support Staff Employment
Ecker, Rachelle – ESE, Sign Language Interpreter 12/14/16
 Harris, Treasure – Transportation, Routing Manager 1/3/17
Marinez, Breno – Food and Nutrition Services, Trades Technician 12/14/16
 McPartlan, Aimee – Curriculum and Instruction, Title I School Social Worker, .5, non-benefited, sunset position 12/14/16
O’Neal, Laura – Transportation, Operations Manager 12/14/16
~~**Works, Sheena – Transportation, Bus Driver 12/14/16**~~
13. Administrative Separations
 McCord, Janice – Osceola Magnet, retirement, entering DROP 3/1/17
14. Administrative Employment
Michael, Robert Thomas – Physical Plant, Director of Physical Plant 1/23/17
15. Administrative Leaves
 Kinsley, Craig – Oslo Middle, 11/28/16-1/3/17
16. Approval of Placement in Instructional Substitute Pool
 Kouns, Jimmie – Technical Center for Career and Adult Education, Substitute Teacher 1/10/17
Sunderlin, Morgan – Substitute Teacher 12/14/16
Trilla, Gina – Substitute Teacher 12/14/16
Whiting, Dawn – Substitute Teacher 12/14/16
 Wright, Lisha – Substitute Teacher 12/14/16
17. Approval of Placement in Support Staff Substitute Pool
Sapp, Jacqueline – Substitute Bus Driver 12/14/16
Williams, Barbara – Substitute Bus Assistant 12/14/16
Works, Sheena – Substitute Bus Driver 12/14/16

OSCEOLA MAGNET SCHOOL

A Florida "A" School

School District Of Indian River County

1110 18th Avenue SW

Vero Beach, FL 32962

(772) 564-5821



Scott Simpson, Principal

Janice McCord, Assistant Principal

TO: Dr. Mark J. Rendell, Superintendent
School Board Members
Indian River County School District

FROM: Scott Simpson, Principal

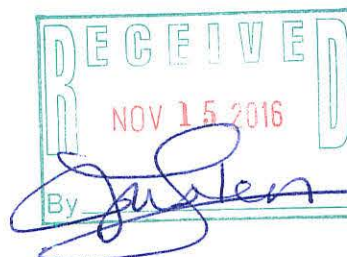
DATE: November 14, 2016

SUBJECT: Donation-SDIRC Board Rule 7.17

Osceola Magnet School would like to request approval of a donation in the amount of \$1000.00 from Kathleen R. Pierce. This donation will benefit our staff and students by providing training in the Singapore Math series. Funds will be in our Internal Funds account 7020.01.

Sincerely,

Scott Simpson, Principal



"A model for the state in the areas of Science and Math exploration with the integration of the Arts and Literacy in an engaging, positive and collaborative school community"

Sebastian Elementary School

400 Sebastian Boulevard ♦ Sebastian, Florida 32958

Telephone: (772) 978-8200

Fax: (772) 978-8205



Letitia Whitfield-Hart
Principal

Dr. Chadwick Bacon
Assistant Principal

November 14, 2016

To: School Board Members

From: Letitia Whitfield-Hart

Re: Request for Approval of Donation

A donation of \$1,000 was received from the Mardy Fish Children's Foundation on November 10, 2016. The funds are to be used for the Sebastian Elementary Cheerleading and Dance Team.

These funds were deposited into the Sebastian Elementary internal funds account entitled Mardy Fish Foundation.

Letitia Whitfield-Hart



Home of the Sebastian Sea Turtles
"Where Every Student and Teacher Experiences
Emotional, Social and Academic Success"
www.indianriverschools.org/SES

NOV 29 2016

LIBERTY MAGNET SCHOOL

"An IBO World School - Primary Years Program"

6850 81st Street • Vero Beach, FL 32967 • (772) 564-5300 • Fax: (772) 564-5303

Takeisha Harris
Principal

Kelly Good
Assistant Principal

November 16, 2016

Dr. Mark Rendell, Superintendent
School District of Indian River County
1990 25th St.
Vero Beach, Fl. 32960

Dear Dr. Rendell,

Please notify the School Board of a generous donation that Liberty Magnet Elementary received from our PTA. A check for the amount of \$1140.00 was receipted and deposited directly into our Internal Accounts. These funds are to be used to pay for the 5th grade student's boat trip at Sea Camp.

Sincerely,

Takeisha Harris
Principal



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**FLORIDA DEPARTMENT OF EDUCATION
FINANCIAL MANAGEMENT SECTION
AMENDMENT TO DISTRICT SCHOOL BUDGET FY 2016 - 2017**

**SCHOOL DISTRICT OF INDIAN RIVER COUNTY
AMENDMENT No. 1 - Special Revenue - Other
Special Revenue - Other**

ESTIMATED REVENUE					
	Revenue Code	Present Budget	Increase	Decrease	Revised Budget
Vocational Education Acts	3201	179,995.82	0.00	0.00	179,995.82
Workforce Innovation & Opportunity Act	3221	161,885.00	0.00	0.00	161,885.00
Teacher/Principal Train/Recruit (Title II)	3225	745,838.51	97,000.00	0.00	842,838.51
Individuals with Disabilities Education Act (IDEA)	3230	3,842,342.68	183.42	0.00	3,842,526.10
Title I	3240	4,767,427.32	0.00	54,959.15	4,712,468.17
21st Century Schools	3242	637,201.50	0.00	81,913.61	555,287.89
Federal Through State	3280	18,966.00	24,586.00	0.00	43,552.00
Miscellaneous Federal Through State	3290	0.00	0.00	0.00	0.00
Emergency Immigrant Education Program (Title III)	3293	125,987.00	0.00	0.00	125,987.00
Totals		10,479,643.83	121,769.42	136,872.76	10,464,540.49
APPROPRIATIONS					
	Function	Present Budget	Increase	Decrease	Revised Budget
Instructional Services	5000	5,166,708.28	510.44	0.00	5,167,218.72
Pupil Personnel Services	6100	1,253,191.41	0.00	35,112.06	1,218,079.35
Instructional & Media Services	6200	0.00	0.00	0.00	0.00
Instructional & Curriculum Development	6300	1,954,305.83	0.00	525.48	1,953,780.35
Instructional Staff Training	6400	821,250.71	119,246.29	0.00	940,497.00
Instructional Related Technology	6500	0.00	0.00	0.00	0.00
General Administration	7200	541,755.54	0.00	19,337.55	522,417.99
Central Services	7700	8,609.00	0.00	0.00	8,609.00
Transportation Services	7800	154,535.59	0.00	22,415.47	132,120.12
Community Services	9100	579,287.47	0.00	57,469.51	521,817.96
Totals		10,479,643.83	119,756.73	134,860.07	10,464,540.49

Adopted By Board: _____ December 13, 2016

District Superintendent's Signature

Special Revenue Other - Amendment # 1

ESTIMATED REVENUES:

Total estimated revenues decreased by \$15,103.34 for the months of July 1, 2016 through October 31, 2016

Object Code 3225 - Teacher/Principal Train/Recruit (Title II)

\$ 97,000.00 - Increase estimated revenue for 2016-17 Teacher/Principal Train/Recruit, Title II per Project Application submitted to Florida Department of Education
\$ 97,000.00

Object Code 3230 - Individuals with Disabilities Education Act (IDEA)

\$ (631.58) - Decrease estimated revenue for Fiscal Year 2015-2016 grant close out, Individuals with Disabilities Education Act (IDEA)
\$ 815.00 - Increase estimated revenue for 2016-2017 ESSEI Mini Grant
\$ 183.42

Object Code 3240 - Title I

\$ (11,716.15) - Decrease estimated revenue for Fiscal Year 2015-2016 grant close out, Title I, Migrant
\$ (43,243.00) - Decrease estimated revenue per Florida Department of Education revised allocation, 2016-2017 Title I, Migrant
\$ (54,959.15)

Object Code 3242 - 21st. Century

\$ (70,853.61) - Decrease estimated revenue for Fiscal Year 2015-2016 grant close out, 21st. Century
\$ (11,060.00) - Decrease estimated revenue per Florida Department of Education Project Award Notification dated 9/8/16, 2016-2017 21st. Century
\$ (81,913.61)

Object Code 3280 - Federal Through State

\$ 20,386.00 - Increase estimated revenue for 2016-2017 SEDNET grant
\$ 4,200.00 - Increase estimated revenue for 2016-2017 FDLRS grant
\$ 24,586.00

\$ (15,103.34) Total net change in estimated revenue for the period July 1 - October 31, 2016

APPROPRIATIONS:

Appropriation changes reflect the amendment to functions for the grants amended to the estimated revenue listed above and for function shifts to cover grant expenditures through October 31, 2016

**FLORIDA DEPARTMENT OF EDUCATION
FINANCIAL MANAGEMENT SECTION
AMENDMENT TO DISTRICT SCHOOL BUDGET FY 2016-2017**

**SCHOOL DISTRICT OF INDIAN RIVER COUNTY
AMENDMENT No. 1 - October 2016
Capital Projects - Consolidated**

ESTIMATED REVENUE					
	Function	Present Budget	Increase	Decrease	Revised Budget
CO & DS Distributed	3321	112,970.70	0.00	0.00	112,970.70
PECO Funds	3391	463,410.00	0.00	0.00	463,410.00
Charter School Capital Outlay	3397	662,140.00	0.00	0.00	662,140.00
Miscellaneous State Source	3399	20,000.00	0.00	0.00	20,000.00
Local Capital Improvement Tax	3413	23,646,248.00	0.20	0.00	23,646,248.20
Interest on Investments	3431	32,158.00	34.13	0.00	32,192.13
Miscellaneous Local Sources	3490	0.00	71,928.00	0.00	71,928.00
Impact Fees	3496	0.00	511,688.00	0.00	511,688.00
Refund-Prior Year Expense	3497	0.00	47,532.00	0.00	47,532.00
Fund Equity	2700	27,048,094.22	0.00	0.00	27,048,094.22
Totals		51,985,020.92	631,182.33	0.00	52,616,203.25
APPROPRIATIONS					
	Function/Object	Present Budget	Increase	Decrease	Revised Budget
Buildings & Fixed Equipment	7400 - 630	9,462,145.10	559,254.13	77,493.28	9,943,905.95
Furniture / Fixtures / Equipment	7400 - 640	1,396,638.02	0.00	2,687.75	1,393,950.27
Motor Vehicles	7400 - 650	1,301,499.85	0.00	0.00	1,301,499.85
Improvements Other Than Bldgs.	7400 - 670	2,261,844.66	66,069.21	0.00	2,327,913.87
Remodeling & Renovations	7400 - 680	21,970,445.70	105,454.82	19,415.00	22,056,485.52
Computer Software	7400 - 690	15,072.29	0.00	0.00	15,072.29
Debt Services	9200 - 730	52.30	0.00	0.00	52.30
Transfer to General Fund	9700 - 910	4,162,140.00	0.00	0.00	4,162,140.00
Transfer to Debt Service Fund	9700 - 920	11,415,183.00	0.20	0.00	11,415,183.20
Totals		51,985,020.92	730,778.36	99,596.03	52,616,203.25

Adopted By Board: December 13, 2016

District Superintendent's Signature

**FLORIDA DEPARTMENT OF EDUCATION
FINANCIAL MANAGEMENT SECTION
AMENDMENT TO DISTRICT SCHOOL BUDGET FY 2016-2017**

**SCHOOL DISTRICT OF INDIAN RIVER COUNTY
AMENDMENT No. 1 - October 2016
Capital Projects - PECO**

ESTIMATED REVENUE					
	Function	Present Budget	Increase	Decrease	Revised Budget
CO & DS Distributed	3321	0.00	0.00	0.00	0.00
PECO Funds	3391	463,410.00	0.00	0.00	463,410.00
Charter School Capital Outlay	3397	0.00	0.00	0.00	0.00
Miscellaneous State Source	3399	0.00	0.00	0.00	0.00
Local Capital Improvement Tax	3413	0.00	0.00	0.00	0.00
Interest on Investments	3431	0.00	0.00	0.00	0.00
Miscellaneous Local Sources	3490	0.00	0.00	0.00	0.00
Impact Fees	3496	0.00	0.00	0.00	0.00
Refunds-Prior Year	3497	0.00	0.00	0.00	0.00
Fund Equity	2700	7,638.72	0.00	0.00	7,638.72
Totals		471,048.72	0.00	0.00	471,048.72
APPROPRIATIONS					
	Function/Object	Present Budget	Increase	Decrease	Revised Budget
Buildings & Fixed Equipment	7400 - 630	0.00	0.00	0.00	0.00
Furniture / Fixtures / Equipment	7400 - 640	0.00	0.00	0.00	0.00
Motor Vehicles	7400 - 650	0.00	0.00	0.00	0.00
Improvements Other Than Bldgs.	7400 - 670	19,110.00	19,415.00	0.00	38,525.00
Remodeling & Renovations	7400 - 680	451,938.72	0.00	19,415.00	432,523.72
Computer Software	7400 - 690	0.00	0.00	0.00	0.00
Debt Services	9200 - 730	0.00	0.00	0.00	0.00
Transfer to General Fund	9700 - 910	0.00	0.00	0.00	0.00
Transfer to Debt Service Fund	9700 - 920	0.00	0.00	0.00	0.00
Totals		471,048.72	19,415.00	19,415.00	471,048.72

Adopted By Board: December 13, 2016

District Superintendent's Signature

**FLORIDA DEPARTMENT OF EDUCATION
FINANCIAL MANAGEMENT SECTION
AMENDMENT TO DISTRICT SCHOOL BUDGET FY 2016-2017**

**SCHOOL DISTRICT OF INDIAN RIVER COUNTY
AMENDMENT No. 1 - October 2016
Capital Projects - CO/DS**

ESTIMATED REVENUE					
	Function	Present Budget	Increase	Decrease	Revised Budget
CO & DS Distributed	3321	112,970.70	0.00	0.00	112,970.70
PECO Funds	3391	0.00	0.00	0.00	0.00
Charter School Capital Outlay	3397	0.00	0.00	0.00	0.00
Miscellaneous State Source	3399	0.00	0.00	0.00	0.00
Local Capital Improvement Tax	3413	0.00	0.00	0.00	0.00
Interest on Investments	3431	300.00	0.00	0.00	300.00
Miscellaneous Local Sources	3490	0.00	0.00	0.00	0.00
Impact Fees	3496	0.00	0.00	0.00	0.00
Refunds-Prior Year	3497	0.00	0.00	0.00	0.00
Fund Equity	2700	190,168.26	0.00	0.00	190,168.26
Totals		303,438.96	0.00	0.00	303,438.96
APPROPRIATIONS					
	Function/Object	Present Budget	Increase	Decrease	Revised Budget
Buildings & Fixed Equipment	7400 - 630	0.00	0.00	0.00	0.00
Furniture / Fixtures / Equipment	7400 - 640	0.00	0.00	0.00	0.00
Motor Vehicles	7400 - 650	0.00	0.00	0.00	0.00
Improvements Other Than Bldgs.	7400 - 670	0.00	0.00	0.00	0.00
Remodeling & Renovations	7400 - 680	303,438.96	0.00	0.00	303,438.96
Computer Software	7400 - 690	0.00	0.00	0.00	0.00
Debt Services	9200 - 730	0.00	0.00	0.00	0.00
Transfer to General Fund	9700 - 910	0.00	0.00	0.00	0.00
Transfer to Debt Service Fund	9700 - 920	0.00	0.00	0.00	0.00
Totals		303,438.96	0.00	0.00	303,438.96

Adopted By Board: December 13, 2016

District Superintendent's Signature

**FLORIDA DEPARTMENT OF EDUCATION
FINANCIAL MANAGEMENT SECTION
AMENDMENT TO DISTRICT SCHOOL BUDGET FY 2016-2017**

**SCHOOL DISTRICT OF INDIAN RIVER COUNTY
AMENDMENT No. 1 - October 2016
Capital Projects - Local Capital Improvement Tax**

ESTIMATED REVENUE					
	Function	Present Budget	Increase	Decrease	Revised Budget
CO & DS Distributed	3321	0.00	0.00	0.00	0.00
PECO Funds	3391	0.00	0.00	0.00	0.00
Charter School Capital Outlay	3397	0.00	0.00	0.00	0.00
Miscellaneous State Source	3399	0.00	0.00	0.00	0.00
Local Capital Improvement Tax	3413	23,646,248.00	0.20	0.00	23,646,248.20
Interest on Investments	3431	28,958.00	0.00	0.00	28,958.00
Miscellaneous Local Sources	3490	0.00	0.00	0.00	0.00
Impact Fees	3496	0.00	0.00	0.00	0.00
Refunds-Prior Year	3497	0.00	0.00	0.00	0.00
Fund Equity	2700	6,949,473.72	0.00	0.00	6,949,473.72
Totals		30,624,679.72	0.20	0.00	30,624,679.92
APPROPRIATIONS					
	Function/Object	Present Budget	Increase	Decrease	Revised Budget
Buildings & Fixed Equipment	7400 - 630	1,906,170.77	0.00	77,493.28	1,828,677.49
Furniture / Fixtures / Equipment	7400 - 640	1,381,685.92	0.00	2,687.75	1,378,998.17
Motor Vehicles	7400 - 650	1,300,000.00	0.00	0.00	1,300,000.00
Improvements Other Than Bldgs.	7400 - 670	2,167,959.84	46,654.21	0.00	2,214,614.05
Remodeling & Renovations	7400 - 680	8,938,607.90	33,526.82	0.00	8,972,134.72
Computer Software	7400 - 690	15,072.29	0.00	0.00	15,072.29
Debt Services	9200 - 730	0.00	0.00	0.00	0.00
Transfer to General Fund	9700 - 910	3,500,000.00	0.00	0.00	3,500,000.00
Transfer to Debt Service Fund	9700 - 920	11,415,183.00	0.20	0.00	11,415,183.20
Totals		30,624,679.72	80,181.23	80,181.03	30,624,679.92

Adopted By Board: December 13, 2016

District Superintendent's Signature

**FLORIDA DEPARTMENT OF EDUCATION
FINANCIAL MANAGEMENT SECTION
AMENDMENT TO DISTRICT SCHOOL BUDGET FY 2016-2017**

**SCHOOL DISTRICT OF INDIAN RIVER COUNTY
AMENDMENT No. 1 - October 2016
Capital Projects - Other Capital Funds**

ESTIMATED REVENUE					
	Function	Present Budget	Increase	Decrease	Revised Budget
CO & DS Distributed	3321	0.00	0.00	0.00	0.00
PECO Funds	3391	0.00	0.00	0.00	0.00
Charter School Capital Outlay	3397	662,140.00	0.00	0.00	662,140.00
Miscellaneous State Source	3399	20,000.00	0.00	0.00	20,000.00
Local Capital Improvement Tax	3413	0.00	0.00	0.00	0.00
Interest on Investments	3431	2,900.00	34.13	0.00	2,934.13
Miscellaneous Local Sources	3490	0.00	71,928.00	0.00	71,928.00
Impact Fees	3496	0.00	511,688.00	0.00	511,688.00
Refunds-Prior Year	3497	0.00	47,532.00	0.00	47,532.00
Fund Equity	2700	19,900,813.52	0.00	0.00	19,900,813.52
Totals		20,585,853.52	631,182.13	0.00	21,217,035.65
APPROPRIATIONS					
	Function/Object	Present Budget	Increase	Decrease	Revised Budget
Buildings & Fixed Equipment	7400 - 630	7,555,974.33	559,254.13	0.00	8,115,228.46
Furniture / Fixtures / Equipment	7400 - 640	14,952.10	0.00	0.00	14,952.10
Motor Vehicles	7400 - 650	1,499.85	0.00	0.00	1,499.85
Improvements Other Than Bldgs.	7400 - 670	74,774.82	0.00	0.00	74,774.82
Remodeling & Renovations	7400 - 680	12,276,460.12	71,928.00	0.00	12,348,388.12
Computer Software	7400 - 690	0.00	0.00	0.00	0.00
Debt Services	9200 - 730	52.30	0.00	0.00	52.30
Transfer to General Fund	9700 - 910	662,140.00	0.00	0.00	662,140.00
Transfer to Debt Service Fund	9700 - 920	0.00	0.00	0.00	0.00
Totals		20,585,853.52	631,182.13	0.00	21,217,035.65

Adopted By Board: December 13, 2016

District Superintendent's Signature

Capital Fund - Amendment # 1

ESTIMATED REVENUES:

\$ 631,182.33

Total estimated revenues increased by \$631,182.33 for the months of July through October 2016

Object Code 3400 - Local Sources:

\$ 0.20	- Increase estimated revenue budget due to rounding
71,928.00	- Increase estimated revenue budget for FPL Rebate Citrus Elem Thermal Energy Storage
511,722.13	- Increase estimated revenue budget for Impact Fees and Interest Collected
47,532.00	- Increase estimated revenue Refund of Impact Fees Fellsmere ERU's Capacity Charge
<u>\$ 631,182.33</u>	Net Increase estimated Local Sources

\$ 631,182.33 Total Increase in Estimated Revenue

APPROPRIATIONS

\$ 631,182.33

Major Changes in the Appropriations budget are reflected as follows:

Other Capital Funds:

\$ 0.20	- Increase approp. budget for Local Capital Improvement Tax
71,928.00	- Increase approp. budget for FPL Rebate to District Wide Chiller Replacement
511,722.13	- Increase approp. budget for Impact Fees/Interest to Citrus Elem Classroom Addition
47,532.00	- Increase approp. budget for Impact Fees Refunded to Citrus Elem Classroom Addition
<u>\$ 631,182.33</u>	Net increase in appropriations budget Other Capital Funds

\$ 631,182.33 Total Increase in Budget Appropriations

Other changes in Budget Appropriations object codes in all other funds were due to the refining of the coding of projects during the period.

**FLORIDA DEPARTMENT OF EDUCATION
FINANCIAL MANAGEMENT SECTION
AMENDMENT TO DISTRICT SCHOOL BUDGET**

**SCHOOL DISTRICT OF INDIAN RIVER COUNTY
Amendment # 1 - July through October 2016
General Fund**

ESTIMATED REVENUE					
	Function	Beginning Budget	Increase	Decrease	Revised Budget
Grand Totals		171,597,682.81	659,189.42	1,200.00	172,255,672.23
Federal Direct Sources	3100	150,000.00	0.00	0.00	150,000.00
Federal Through State Sources	3200	351,200.00	0.00	1,200.00	350,000.00
State Sources	3300	44,775,451.00	85,841.64	0.00	44,861,292.64
Local Sources	3400	96,002,423.02	362,178.72	0.00	96,364,601.74
Transfers	3600	4,162,140.00	0.00	0.00	4,162,140.00
Other Financing Sources	3700	102,507.80	211,169.06	0.00	313,676.86
Fund Equity	2700	26,053,960.99	0.00	0.00	26,053,960.99
APPROPRIATIONS					
	Function	Beginning Budget	Increase	Decrease	Revised Budget
Instructional Services	5000	96,712,644.79	0.00	315,052.58	96,397,592.21
Pupil Personnel Services	6100	3,787,727.95	0.00	78,132.82	3,709,595.13
Instructional Media Services	6200	2,072,275.98	0.00	94,601.32	1,977,674.66
Instructional Curriculum Development	6300	3,469,688.03	111,971.25	0.00	3,581,659.28
Instructional Staff Training	6400	1,378,569.38	101,140.90	0.00	1,479,710.28
Instructional Related Technology	6500	9,152,692.19	0.00	10,953.66	9,141,738.53
Board of Education	7100	1,192,408.66	137,844.59	0.00	1,330,253.25
General Administration	7200	665,791.62	4,319.04	0.00	670,110.66
School Administration	7300	8,746,036.34	0.00	137,617.38	8,608,418.96
Facilities Acquisition and Construction	7400	1,059,006.24	0.00	72,796.72	986,209.52
Fiscal Services	7500	1,139,107.61	69,941.33	0.00	1,209,048.94
Food Services	7600	0.00	0.00	0.00	0.00
Central Services	7700	2,300,867.38	66,585.78	0.00	2,367,453.16
Transportation Services	7800	4,444,326.96	195,737.63	0.00	4,640,064.59
Operation Services	7900	11,652,373.24	197,871.99	0.00	11,850,245.23
Maintenance Services	8100	2,804,090.59	191,451.21	0.00	2,995,541.80
Administrative Technology Services	8200	3,955,224.81	0.00	9,237.56	3,945,987.25
Community Services	9100	0.00	0.00	0.00	0.00
Debt Services	9200	83,700.30	0.00	0.00	83,700.30
Transfers	9700	3,374,295.67	0.00	0.00	3,374,295.67
Budgeted Fund Balance		13,606,855.07	299,517.74	0.00	13,906,372.81
Grand Totals		171,597,682.81	1,376,381.46	718,392.04	172,255,672.23

Adopted By Board: December 13, 2016

District Superintendent's Signature

General Fund - Amendment # 1

ESTIMATED REVENUES

Total estimated revenues increased by \$657,989.42 from July to October 2016

Object Code 3200 - Federal Through State Sources:

\$	(1,200.00)	- Decrease estimated revenue for Florida Diagnostic & Learning Resource System (FDLRS)
\$	(1,200.00)	

Object Code 3300 - State Sources:

\$	20,319.64	- Increase estimated revenue budget for the Voluntary Pre-K Program to actual collections
	23,325.00	- Increase estimated revenue budget for the Dori Slosberg Grant
	42,197.00	- Increase estimated revenue budget for the Instructional Leadership and Faculty Development Grant
\$	85,841.64	

Object Code 3400 - Local Sources:

\$	299,517.74	- Increase estimated revenue budget to balance to the Required Local Effort
	25,000.00	- Increase estimated revenue budget for the United Way Community Schools Donation
	(0.12)	- Decrease estimated revenue budget for Rentals
	1,126.14	- Increase estimated revenue budget for the Learning Alliance Donation - New Teacher Training Supplies
	36,534.96	- Increase estimated revenue budget for collection of internal accounts reimbursement - Various Schools
\$	362,178.72	

Object Code 3700 - Other Financing Sources:

\$	211,169.06	- Increase in estimated revenue for Hurricane Matthew Shelter and Repair Costs
\$	211,169.06	

APPROPRIATIONS

Changes in the Appropriations budget changes are reflected as follows:

\$	36,534.96	- Increase appropriations budget for collection of internal accounts reimbursement - Various Schools
\$	1,126.14	- Increase appropriations budget for the Learning Alliance Donation - New Teacher Training Supplies
\$	25,000.00	- Increase appropriations budget for the United Way community Schools Donation
\$	(1,200.00)	- Decrease appropriations budget for the Florida Diagnostic & Learning Resource System (FDLRS)
		- Increase estimated appropriations budget for the Voluntary Pre-Kindergarten School Year and Summer
\$	20,319.64	program
\$	42,197.00	- Increase estimated appropriations budget for the Instructional Leadership and Faculty Development Grant
\$	(0.12)	- Decrease appropriations budget for Rentals
\$	211,169.06	- Increase estimated appropriations budget for Hurricane Matthew Shelter and Repair costs
\$	23,325.00	- Increase estimated budget for the Dori Slosberg program
\$	358,471.68	Net increase in appropriations budget

BUDGETED FUND BALANCE:

The Budgeted Fund Balance increased by \$299,517.74 in the months of July through October 2016

\$	299,517.74	- Increase due to the adjustment of Required Local Effort
\$	299,517.74	Net Increase to Budgeted Fund Balance

SAC Composition Report
Alternative Center for Education (School ID: 0033)
As of: November 18, 2016, 09:07am

Members by Category		
Category	Count	Percent
Business/Community	2	20%
Parent	4	40%
Principal	1	10%
Student	0	0%
Support Staff	1	10%
Teacher	2	20%

Members by Ethnicity		
Category	Count	Percent
African American	3	30%
Asian	0	0%
Hispanic	2	20%
Other	0	0%
White	5	50%

District Employed Members		
Category	Count	Percent
Yes	4	40%
No	6	60%

Members by Gender		
Category	Count	Percent
Male	4	40%
Female	6	60%

Total Voting Members:

Student Demographics			SAC Team	
Category	# of Students	Percent	Suggested Membership	Difference
African American	1477	18	2	+1 (12%)
Asian	138	2	0	0 (-2%)
Hispanic	1873	22	2	0 (-2%)
Other	315	4	0	0 (-4%)
White	4551	54	5	0 (-4%)
Total Students	8354			

The ethnic composition of the SAC should reflect the ethnic make-up of the student population

SAC Compliance

Yes - The majority of SAC members are non-school employees.

Report Comments:

The Alternative Center for Education has a very high rate of mobility among their student population. Therefore, their SAC membership is based on the student demographics for all schools in which they serve.

SAC Members - Alternative Center for Education

<u>Last Name</u>	<u>First Name</u>	<u>Category</u>	<u>District Employed</u>
Bristol	Monica	Teacher	Yes
Hart	Denny	Principal	Yes
Wilson**	Kathleen	Teacher	Yes
Eberhardt	Keondra	Support Staff	Yes
Schreiber	Melissa	Parent	No
Barker	Paula	Parent	No
Fell	Johnluke	Parent	No
Bustamonte	Braulio	Parent	No
Johnson	Edward	Business/Community	No
Price	True	Business/Community	No

** Indicates Chairperson | Total Members: 10 | As of: November 18, 2016, 09:06am

SAC Composition Report
Beachland Elementary School (School ID: 0061)
As of: November 18, 2016, 09:08am

Members by Category		
Category	Count	Percent
Business/Community	4	27%
Parent	7	47%
Principal	1	7%
Student	0	0%
Support Staff	1	7%
Teacher	2	13%

Members by Ethnicity		
Category	Count	Percent
African American	3	20%
Asian	0	0%
Hispanic	2	13%
Other	2	13%
White	8	53%

District Employed Members		
Category	Count	Percent
Yes	4	27%
No	11	73%

Members by Gender		
Category	Count	Percent
Male	4	27%
Female	11	73%

Total Voting Members:

Student Demographics			SAC Team	
Category	# of Students	Percent	Suggested Membership	Difference
African American	97	22	3	0 (-2%)
Asian	8	2	0	0 (-2%)
Hispanic	60	14	2	0 (-1%)
Other	15	3	1	+1 (10%)
White	256	59	9	-1 (-6%)
Total Students	436			

The ethnic composition of the SAC should reflect the ethnic make-up of the student population

SAC Compliance

Yes - The majority of SAC members are non-school employees.

Report Comments:

SAC Members - Beachland Elementary School

<u>Last Name</u>	<u>First Name</u>	<u>Category</u>	<u>District Employed</u>
Baker	Julie	Teacher	Yes
Brown	Gilda	Support Staff	Yes
Dior	Lorri	Parent	No
Barker	Caroline	Principal	Yes
Carter	Craig	Parent	No
DeGroat**	Vickie	Parent	No
Melvin	Cliff	Business/Community	No
Segal	Tracey	Parent	No
Segal	Andy	Business/Community	No
Semmel	Cheryl	Business/Community	No
Nye	Jennifer	Parent	No
Sanchez	Shantai	Business/Community	No
Speed	Shaquana	Parent	No
Moobart	Said	Parent	No
Davis	Regina	Teacher	Yes

** Indicates Chairperson | Total Members: 15 | As of: November 18, 2016, 09:07am

SAC Composition Report
Citrus Elementary School (School ID: 0141)
As of: November 18, 2016, 09:09am

Members by Category		
Category	Count	Percent
Business/Community	4	19%
Parent	9	43%
Principal	1	5%
Student	0	0%
Support Staff	3	14%
Teacher	4	19%

Members by Ethnicity		
Category	Count	Percent
African American	3	14%
Asian	0	0%
Hispanic	4	19%
Other	0	0%
White	14	67%

District Employed Members		
Category	Count	Percent
Yes	8	38%
No	13	62%

Members by Gender		
Category	Count	Percent
Male	4	19%
Female	17	81%

Total Voting Members:

Student Demographics			SAC Team	
Category	# of Students	Percent	Suggested Membership	Difference
African American	120	17	4	-1 (-3%)
Asian	9	1	0	0 (-1%)
Hispanic	174	25	5	-1 (-6%)
Other	24	3	1	-1 (-3%)
White	367	53	11	+3 (14%)
Total Students	694			

The ethnic composition of the SAC should reflect the ethnic make-up of the student population

SAC Compliance

Yes - The majority of SAC members are non-school employees.

Report Comments:

SAC Members - Citrus Elementary School

<u>Last Name</u>	<u>First Name</u>	<u>Category</u>	<u>District Employed</u>
Teske	Jon	Principal	Yes
Crumpler	Sandy	Teacher	Yes
Renninger	Cathy	Support Staff	Yes
King	Brianna	Parent	No
Hollander	Sean	Business/Community	No
Bender	Maryanne	Parent	No
Zimmermann	Kristen	Parent	No
Clark	Erin	Parent	No
Bassue	Lindsey	Parent	No
Forde	Holly	Business/Community	No
Dowd	Emily	Parent	No
Caudill**	Melissa	Teacher	Yes
Hatch	Traci	Parent	No
King	Dennis	Business/Community	No
King	Judy	Business/Community	No
Stradley	Larette	Teacher	Yes
Broxton	James	Teacher	Yes
Valtierra	Rogelio	Parent	No
Bautista	Marlene	Parent	No
Lavergne	Sindy	Support Staff	Yes
Spoto	Luz	Support Staff	Yes

** Indicates Chairperson | Total Members: 21 | As of: November 18, 2016, 09:08am

SAC Composition Report
Dodgertown Elementary School (School ID: 0151)
As of: November 18, 2016, 09:09am

Members by Category		
Category	Count	Percent
Business/Community	1	9%
Parent	6	55%
Principal	1	9%
Student	0	0%
Support Staff	1	9%
Teacher	2	18%

Members by Ethnicity		
Category	Count	Percent
African American	4	36%
Asian	0	0%
Hispanic	3	27%
Other	0	0%
White	4	36%

District Employed Members		
Category	Count	Percent
Yes	4	36%
No	7	64%

Members by Gender		
Category	Count	Percent
Male	2	18%
Female	9	82%

Total Voting Members:

Student Demographics			SAC Team	
Category	# of Students	Percent	Suggested Membership	Difference
African American	171	38	4	0 (-2%)
Asian	4	1	0	0 (-1%)
Hispanic	136	31	3	0 (-4%)
Other	15	3	0	0 (-3%)
White	119	27	3	+1 (9%)
Total Students	445			

The ethnic composition of the SAC should reflect the ethnic make-up of the student population

SAC Compliance

Yes - The majority of SAC members are non-school employees.

Report Comments:

Dodgertowns School Advisory Council is continuing to encourage parents to join. Our SAC continues to take every measure to ensure that membership reflects our ethnic, racial, and economic community served by the school. At Orientation Night, we had a SAC booth in order to share information as well as to build our membership. We reach out to our parents and community members through calls, letters and personal invitations.

SAC Members - Dodgertown Elementary School

<u>Last Name</u>	<u>First Name</u>	<u>Category</u>	<u>District Employed</u>
Miller	Stacey	Teacher	Yes
Tetreault	Elizabeth	Principal	Yes
Fernandes	Wilson	Parent	No
Pearce	Barbara	Business/Community	No
Powell	Iva	Parent	No
Whitfield	Keisha	Parent	No
Swanigan	Denise	Support Staff	Yes
Shaler (Campbell)	Ginny	Parent	No
Concha	Daniel	Parent	No
Caldwell	Taylor	Teacher	Yes
Concha	Mariana	Parent	No

** Indicates Chairperson | Total Members: 11 | As of: November 18, 2016, 09:09am

SAC Composition Report
Fellsmere Elementary School (School ID: 0101)
As of: November 18, 2016, 09:10am

Members by Category		
Category	Count	Percent
Business/Community	1	6%
Parent	11	69%
Principal	1	6%
Student	0	0%
Support Staff	1	6%
Teacher	2	13%

Members by Ethnicity		
Category	Count	Percent
African American	0	0%
Asian	0	0%
Hispanic	14	88%
Other	0	0%
White	2	13%

District Employed Members		
Category	Count	Percent
Yes	4	25%
No	12	75%

Members by Gender		
Category	Count	Percent
Male	4	25%
Female	12	75%

Total Voting Members:

Student Demographics			SAC Team	
Category	# of Students	Percent	Suggested Membership	Difference
African American	34	5	1	-1 (-5%)
Asian	0	0	0	0 (0%)
Hispanic	560	84	13	+1 (4%)
Other	3	0	0	0 (0%)
White	71	11	2	0 (2%)
Total Students	668			

The ethnic composition of the SAC should reflect the ethnic make-up of the student population

SAC Compliance

Yes - The majority of SAC members are non-school employees.

Report Comments:

Fellsmere Elementary continues to make every effort to increase the SAC parent membership, specifically targeting members of the Hispanic community to demographically balance our SAC membership.

SAC Members - Fellsmere Elementary School

<u>Last Name</u>	<u>First Name</u>	<u>Category</u>	<u>District Employed</u>
Echeverria	Ramon	Principal	Yes
Blanco	Jose	Support Staff	Yes
Gamez	Virdiana	Parent	No
Andrade	Yaquelin	Parent	No
Zamora	Cynthia	Parent	No
Marceleno	Veronica	Teacher	Yes
Perez	Maria	Parent	No
Touchberry	Keith	Business/Community	No
Rodriguez	Patty	Parent	No
Perez	Letty	Parent	No
Chico	Noe	Parent	No
Villalobos	Daisy	Parent	No
Sanchez	Laura	Parent	No
Marceleno	Maria	Parent	No
Gurklis**	Emily	Teacher	Yes
Boyzo	Brenda	Parent	No

** Indicates Chairperson | Total Members: 16 | As of: November 18, 2016, 09:10am

SAC Composition Report
Glendale Elementary School (School ID: 0201)
As of: November 18, 2016, 09:12am

Members by Category		
Category	Count	Percent
Business/Community	1	8%
Parent	6	46%
Principal	1	8%
Student	0	0%
Support Staff	1	8%
Teacher	4	31%

Members by Ethnicity		
Category	Count	Percent
African American	3	23%
Asian	1	8%
Hispanic	2	15%
Other	1	8%
White	6	46%

District Employed Members		
Category	Count	Percent
Yes	6	46%
No	7	54%

Members by Gender		
Category	Count	Percent
Male	3	23%
Female	10	77%

Total Voting Members:

Student Demographics			SAC Team	
Category	# of Students	Percent	Suggested Membership	Difference
African American	143	24	3	0 (-1%)
Asian	13	2	0	+1 (6%)
Hispanic	103	17	2	0 (-2%)
Other	27	4	1	0 (4%)
White	317	53	7	-1 (-7%)
Total Students	603			

The ethnic composition of the SAC should reflect the ethnic make-up of the student population

SAC Compliance

Yes - The majority of SAC members are non-school employees.

Report Comments:

SAC Members - Glendale Elementary School

<u>Last Name</u>	<u>First Name</u>	<u>Category</u>	<u>District Employed</u>
Poysell**	Patricia	Teacher	Yes
Bey	Dani	Teacher	Yes
Presley	Barbara	Teacher	Yes
Mehta	Tony	Parent	No
Adam	Faust	Principal	Yes
White	Julie	Parent	No
Corchado	Liz	Support Staff	Yes
Barnard	Barry	Parent	No
Lloyd	Januarie	Parent	No
Chung	Erin	Parent	No
Sanchez	Olga	Business/Community	No
Cousino	Carrie	Parent	No
Hammett	Sylvia	Teacher	Yes

** Indicates Chairperson | Total Members: 13 | As of: November 18, 2016, 09:11am

SAC Composition Report
Gifford Middle School (School ID: 0081)
As of: November 18, 2016, 09:11am

Members by Category		
Category	Count	Percent
Business/Community	1	9%
Parent	6	55%
Principal	1	9%
Student	0	0%
Support Staff	1	9%
Teacher	2	18%

Members by Ethnicity		
Category	Count	Percent
African American	4	36%
Asian	0	0%
Hispanic	2	18%
Other	0	0%
White	5	45%

District Employed Members		
Category	Count	Percent
Yes	4	36%
No	7	64%

Members by Gender		
Category	Count	Percent
Male	3	27%
Female	8	73%

Total Voting Members:

Student Demographics			SAC Team	
Category	# of Students	Percent	Suggested Membership	Difference
African American	253	30	3	+1 (6%)
Asian	9	1	0	0 (-1%)
Hispanic	128	15	2	0 (3%)
Other	40	5	1	-1 (-5%)
White	409	49	5	0 (-4%)
Total Students	839			

The ethnic composition of the SAC should reflect the ethnic make-up of the student population

SAC Compliance

Yes - The majority of SAC members are non-school employees.

Report Comments:

Ongoing efforts to recruit SAC members include face to face conversations, newsletter requests and meeting with community members.

SAC Members - Gifford Middle School

<u>Last Name</u>	<u>First Name</u>	<u>Category</u>	<u>District Employed</u>
Decker	Roxanne	Principal	Yes
Aracena	Amber	Parent	No
Bounassi	Theresa	Parent	No
Murphy	Michelle	Parent	No
Schroeder	Debra	Teacher	Yes
Hart	Donald	Parent	No
Taylor	Tashica	Parent	No
Shelly	Willie	Support Staff	Yes
Tomlinson**	Paul	Teacher	Yes
Soto	Daesy	Parent	No
Cummings	Jennifer	Business/Community	No

** Indicates Chairperson | Total Members: 11 | As of: November 18, 2016, 09:11am

SAC Composition Report
Indian River Academy (School ID: 0221)
As of: November 18, 2016, 09:13am

Members by Category		
Category	Count	Percent
Business/Community	1	9%
Parent	7	64%
Principal	1	9%
Student	0	0%
Support Staff	1	9%
Teacher	1	9%

Members by Ethnicity		
Category	Count	Percent
African American	3	27%
Asian	0	0%
Hispanic	2	18%
Other	0	0%
White	6	55%

District Employed Members		
Category	Count	Percent
Yes	3	27%
No	8	73%

Members by Gender		
Category	Count	Percent
Male	2	18%
Female	9	82%

Total Voting Members:

Student Demographics			SAC Team	
Category	# of Students	Percent	Suggested Membership	Difference
African American	159	31	3	0 (-4%)
Asian	8	2	0	0 (-2%)
Hispanic	104	21	2	0 (-3%)
Other	25	5	1	-1 (-5%)
White	209	41	5	+1 (14%)
Total Students	505			

The ethnic composition of the SAC should reflect the ethnic make-up of the student population

SAC Compliance

Yes - The majority of SAC members are non-school employees.

Report Comments:

SAC Members - Indian River Academy

<u>Last Name</u>	<u>First Name</u>	<u>Category</u>	<u>District Employed</u>
Fannin	Diane	Principal	Yes
Wolf	Sharon	Business/Community	No
Schulze	Andrea	Parent	No
Masse	Nicki	Parent	No
Willis	Tourneshia	Parent	No
Killings	Meranda	Parent	No
Gioffre	Elizabeth	Support Staff	Yes
Hollinger**	Brett	Teacher	Yes
Salas	Daniel	Parent	No
Dieuvil	Magdadene	Parent	No
Mysiuk	Veronica	Parent	No

** Indicates Chairperson | Total Members: 11 | As of: November 18, 2016, 09:12am

SAC Composition Report
Liberty Magnet Elementary School (School ID: 0301)
As of: November 18, 2016, 09:13am

Members by Category		
Category	Count	Percent
Business/Community	1	4%
Parent	14	54%
Principal	1	4%
Student	0	0%
Support Staff	1	4%
Teacher	9	35%

Members by Ethnicity		
Category	Count	Percent
African American	4	15%
Asian	0	0%
Hispanic	3	12%
Other	4	15%
White	15	58%

District Employed Members		
Category	Count	Percent
Yes	11	42%
No	15	58%

Members by Gender		
Category	Count	Percent
Male	4	15%
Female	22	85%

Total Voting Members:

Student Demographics			SAC Team	
Category	# of Students	Percent	Suggested Membership	Difference
African American	69	13	3	+1 (2%)
Asian	17	3	1	-1 (-3%)
Hispanic	87	16	4	-1 (-4%)
Other	15	3	1	+3 (12%)
White	361	66	17	-2 (-8%)
Total Students	549			

The ethnic composition of the SAC should reflect the ethnic make-up of the student population

SAC Compliance

Yes - The majority of SAC members are non-school employees.

Report Comments:

SAC Members - Liberty Magnet Elementary School

<u>Last Name</u>	<u>First Name</u>	<u>Category</u>	<u>District Employed</u>
Maschhoff	Caroline	Parent	No
Harris	Takeisha	Principal	Yes
Dougall	Bevohn	Parent	No
Paschall	Greg	Parent	No
Perakes**	Tricia	Teacher	Yes
Cook	Greg	Parent	No
Perez	Melissa	Parent	No
Hicks	Chris	Parent	No
Rolle	Nena	Teacher	Yes
Digby-Bryant	Leanne	Teacher	Yes
Drisdorn	Vanessa	Teacher	Yes
Riley	Crystal	Teacher	Yes
Seaman	Cortney	Teacher	Yes
Smith	Leslye	Parent	No
St. Petery	Sherry	Teacher	Yes
Valentine	Jessa	Parent	No
Prince	Jeanne	Teacher	Yes
Perez	Melissa	Parent	No
Keaton	Jessica	Parent	No
Ogilvie	Jackie	Teacher	Yes
King	Petra	Business/Community	No
Lunsford	Jamie	Support Staff	Yes
Stephanie	Wooten	Parent	No
Kormanec	Kelly	Parent	No
Montablano	Julie	Parent	No
Johnson	Eric	Parent	No

** Indicates Chairperson | Total Members: 26 | As of: November 18, 2016, 09:13am

SAC Composition Report
Osceola Magnet Elementary School (School ID: 0051)
As of: November 18, 2016, 09:14am

Members by Category		
Category	Count	Percent
Business/Community	1	5%
Parent	13	62%
Principal	1	5%
Student	0	0%
Support Staff	2	10%
Teacher	4	19%

Members by Ethnicity		
Category	Count	Percent
African American	5	24%
Asian	0	0%
Hispanic	3	14%
Other	1	5%
White	12	57%

District Employed Members		
Category	Count	Percent
Yes	7	33%
No	14	67%

Members by Gender		
Category	Count	Percent
Male	6	29%
Female	15	71%

Total Voting Members:

Student Demographics			SAC Team	
Category	# of Students	Percent	Suggested Membership	Difference
African American	75	14	3	+2 (10%)
Asian	14	3	1	-1 (-3%)
Hispanic	83	16	3	0 (-2%)
Other	20	4	1	0 (1%)
White	342	64	13	-1 (-7%)
Total Students	534			

The ethnic composition of the SAC should reflect the ethnic make-up of the student population

SAC Compliance

Yes - The majority of SAC members are non-school employees.

Report Comments:

SAC Members - Osceola Magnet Elementary School

<u>Last Name</u>	<u>First Name</u>	<u>Category</u>	<u>District Employed</u>
Jones**	Janine	Teacher	Yes
Oberlink**	Kevin	Teacher	Yes
Manning	Linda	Parent	No
Nance	Kimberly	Parent	No
Tripp	Jennifer	Parent	No
Greto	Michael	Support Staff	Yes
Simpson	Scott	Principal	Yes
Berryman	Kristina	Parent	No
Carpenter	Curtis	Parent	No
Garcia	Wendy	Parent	No
Holmes	Brian	Parent	No
Weaver	Bessie	Business/Community	No
Jasmin	Ruth	Parent	No
Lopez	Junie	Parent	No
Stewart Manning	Linda	Parent	No
Young	John	Parent	No
Rodriguez	Cindy	Teacher	Yes
Gruber	Marie	Parent	No
Rahal	Kim	Teacher	Yes
White	Anna	Support Staff	Yes
MacCoy	Craig	Parent	No

** Indicates Chairperson | Total Members: 21 | As of: November 18, 2016, 09:14am

SAC Composition Report
Oslo Middle School (School ID: 0271)
As of: November 18, 2016, 09:15am

Members by Category		
Category	Count	Percent
Business/Community	2	13%
Parent	8	53%
Principal	1	7%
Student	0	0%
Support Staff	2	13%
Teacher	2	13%

Members by Ethnicity		
Category	Count	Percent
African American	4	27%
Asian	0	0%
Hispanic	3	20%
Other	1	7%
White	7	47%

District Employed Members		
Category	Count	Percent
Yes	7	47%
No	8	53%

Members by Gender		
Category	Count	Percent
Male	5	33%
Female	10	67%

Total Voting Members:

Student Demographics			SAC Team	
Category	# of Students	Percent	Suggested Membership	Difference
African American	205	25	4	0 (2%)
Asian	12	1	0	0 (-1%)
Hispanic	187	22	3	0 (-2%)
Other	45	5	1	0 (2%)
White	383	46	7	0 (1%)
Total Students	832			

The ethnic composition of the SAC should reflect the ethnic make-up of the student population

SAC Compliance

Yes - The majority of SAC members are non-school employees.

Report Comments:

SAC Members - Oslo Middle School

<u>Last Name</u>	<u>First Name</u>	<u>Category</u>	<u>District Employed</u>
Kane	Nicole	Parent	No
Steenburgen	Natasha	Parent	Yes
Colonna	Audrey	Parent	Yes
Roux	Joanna	Teacher	Yes
Mortimer	Lacresha	Support Staff	Yes
McLendon	Roy	Business/Community	No
Johnson**	Germaine	Teacher	Yes
Hofer	Beth	Principal	Yes
Mc gary	Sherrie	Parent	No
Weaver	Melissa	Parent	No
Byrd	Tony	Parent	No
Dembroski	Gloria	Parent	No
Finklin	Willie	Business/Community	No
Binford	Joann	Support Staff	Yes
May	John	Parent	No

** Indicates Chairperson | Total Members: 15 | As of: November 18, 2016, 09:15am

SAC Composition Report
Pelican Island Elementary School (School ID: 0121)
As of: November 18, 2016, 09:18am

Members by Category		
Category	Count	Percent
Business/Community	2	7%
Parent	14	48%
Principal	1	3%
Student	0	0%
Support Staff	4	14%
Teacher	8	28%

Members by Ethnicity		
Category	Count	Percent
African American	6	21%
Asian	0	0%
Hispanic	5	17%
Other	0	0%
White	18	62%

District Employed Members		
Category	Count	Percent
Yes	14	48%
No	15	52%

Members by Gender		
Category	Count	Percent
Male	5	17%
Female	24	83%

Total Voting Members:

Student Demographics			SAC Team	
Category	# of Students	Percent	Suggested Membership	Difference
African American	116	26	7	-1 (-5%)
Asian	2	0	0	0 (0%)
Hispanic	55	12	4	+1 (5%)
Other	23	5	1	-1 (-5%)
White	257	57	16	+2 (5%)
Total Students	453			

The ethnic composition of the SAC should reflect the ethnic make-up of the student population

SAC Compliance

Yes - The majority of SAC members are non-school employees.

Report Comments:

The SAC team regularly recruits members from all demographic make-ups to represent not only the student population, but the voices of the community on behalf of Pelican Island

SAC Members - Pelican Island Elementary School

Last Name	First Name	Category	District Employed
Kohlstedt	Chris	Principal	Yes
Hepler	Greg	Parent	No
Jobe**	Charlotte	Support Staff	Yes
Sampson	Jeanine	Support Staff	Yes
Campbell	Tina	Support Staff	Yes
Winans	Antonio	Parent	No
Wentz**	Donna	Teacher	Yes
Whelan**	Kelsey	Teacher	Yes
Shaw	Chantal	Teacher	Yes
Smith	Storm	Parent	No
Luna	Socorro	Teacher	Yes
Weeks	Sondra	Business/Community	No
Maxwell	Mischka	Parent	No
Raiford	Beverly	Support Staff	Yes
Farmer	Janet	Teacher	Yes
Willems	Josephine	Teacher	Yes
Arroyo	Edlyn	Teacher	Yes
Klein	Sharon	Teacher	Yes
Hawker	Sharyn	Business/Community	No
Kisselback	Peggy	Parent	No
Odom	Jessica	Parent	No
Pattillo	Jennifer	Parent	No
Ford	Anita	Parent	No
McCarty	Shannon	Parent	No
Kolb	Cynthia	Parent	No
St. George	Valerie	Parent	No
Hudson	Michelle	Parent	No
Johnson	Frank	Parent	No
Johnson	Mia	Parent	Yes

** Indicates Chairperson | Total Members: 29 | As of: November 18, 2016, 09:16am

SAC Composition Report
Rosewood Magnet Elementary School (School ID: 0041)
As of: November 18, 2016, 09:19am

Members by Category		
Category	Count	Percent
Business/Community	1	4%
Parent	16	64%
Principal	1	4%
Student	0	0%
Support Staff	2	8%
Teacher	5	20%

Members by Ethnicity		
Category	Count	Percent
African American	2	8%
Asian	0	0%
Hispanic	1	4%
Other	0	0%
White	16	64%

District Employed Members		
Category	Count	Percent
Yes	10	40%
No	15	60%

Members by Gender		
Category	Count	Percent
Male	3	12%
Female	22	88%

Total Voting Members:

Student Demographics			SAC Team	
Category	# of Students	Percent	Suggested Membership	Difference
African American	63	11	3	-1 (-3%)
Asian	5	1	0	0 (-1%)
Hispanic	54	10	2	-1 (-6%)
Other	22	4	1	-1 (-4%)
White	405	74	18	-2 (-10%)
Total Students	549			

The ethnic composition of the SAC should reflect the ethnic make-up of the student population

SAC Compliance

Yes - The majority of SAC members are non-school employees.

Report Comments:

SAC Members - Rosewood Magnet Elementary School

<u>Last Name</u>	<u>First Name</u>	<u>Category</u>	<u>District Employed</u>
Hudson	Jeb	Business/Community	No
Kelly	Amy	Parent	No
Ragley	Elaine	Parent	Yes
Reamy	Bonnie	Parent	No
Hines	Debbie	Parent	No
Beal	Kelli	Parent	No
Boles	Karla	Parent	No
Ern**	Natalie	Teacher	Yes
Kulscar	Suzy	Parent	No
Tate	Becky	Parent	No
Flores	Casandra	Principal	Yes
Creech	Deidre	Teacher	Yes
Trautman	Ben	Parent	No
Maguire	Megan	Parent	No
Davis	Padrica	Parent	No
Stanton	Melissa	Parent	Yes
McLean	Danielle	Parent	No
Comes	Jessica	Parent	No
Ogonoski	Melissa	Parent	No
Fletcher	Laurie	Teacher	Yes
Palmer	Kelly	Teacher	Yes
Rosier	Susan	Teacher	Yes
King	Ivy	Support Staff	Yes
Hayes	Steve	Parent	No
Ervin	Dorothy	Support Staff	Yes

** Indicates Chairperson | Total Members: 25 | As of: November 18, 2016, 09:18am

SAC Composition Report
Sebastian Elementary School (School ID: 0191)
As of: November 18, 2016, 09:19am

Members by Category		
Category	Count	Percent
Business/Community	2	13%
Parent	9	60%
Principal	1	7%
Student	0	0%
Support Staff	1	7%
Teacher	2	13%

Members by Ethnicity		
Category	Count	Percent
African American	3	20%
Asian	0	0%
Hispanic	1	7%
Other	0	0%
White	11	73%

District Employed Members		
Category	Count	Percent
Yes	4	27%
No	11	73%

Members by Gender		
Category	Count	Percent
Male	4	27%
Female	11	73%

Total Voting Members:

Student Demographics			SAC Team	
Category	# of Students	Percent	Suggested Membership	Difference
African American	115	23	3	0 (-3%)
Asian	5	1	0	0 (-1%)
Hispanic	43	8	1	0 (-1%)
Other	24	5	1	-1 (-5%)
White	322	63	9	+2 (10%)
Total Students	509			

The ethnic composition of the SAC should reflect the ethnic make-up of the student population

SAC Compliance

Yes - The majority of SAC members are non-school employees.

Report Comments:

SAC Members - Sebastian Elementary School

<u>Last Name</u>	<u>First Name</u>	<u>Category</u>	<u>District Employed</u>
Bartolini**	Katy	Teacher	Yes
Whitfield-Hart	Letitia	Principal	Yes
Hollifield	Margit	Parent	No
Holpfer	Rachel	Parent	No
Holpfer	Nick	Parent	No
Vega	Suheil	Teacher	Yes
Ogilvie	Marguerite	Parent	No
Ross	Donna	Parent	No
Lydick	Audra	Parent	No
Campbell	Robert	Support Staff	Yes
Discepolo	Chris	Business/Community	No
Almanza	Amanda	Parent	No
Discepolo	Micki	Business/Community	No
Elder	Lateesha	Parent	No
Baker	David	Parent	No

** Indicates Chairperson | Total Members: 15 | As of: November 18, 2016, 09:19am

SAC Composition Report
Storm Grove Middle School (School ID: 0371)
As of: November 18, 2016, 09:22am

Members by Category		
Category	Count	Percent
Business/Community	1	6%
Parent	11	65%
Principal	1	6%
Student	1	6%
Support Staff	1	6%
Teacher	2	12%

Members by Ethnicity		
Category	Count	Percent
African American	2	12%
Asian	0	0%
Hispanic	3	18%
Other	1	6%
White	11	65%

District Employed Members		
Category	Count	Percent
Yes	4	24%
No	13	76%

Members by Gender		
Category	Count	Percent
Male	3	18%
Female	14	82%

Total Voting Members:

Student Demographics			SAC Team	
Category	# of Students	Percent	Suggested Membership	Difference
African American	119	13	2	0 (-1%)
Asian	22	2	0	0 (-2%)
Hispanic	172	18	3	0 (0%)
Other	37	4	1	0 (2%)
White	582	62	11	0 (3%)
Total Students	932			

The ethnic composition of the SAC should reflect the ethnic make-up of the student population

SAC Compliance

Yes - The majority of SAC members are non-school employees.

Report Comments:

The Storm Grove Middle School Advisory Council is composed of 17 members and does represent the demographic makeup of our student body. Thirteen members of SAC are not employed by the school district. Every effort is made to advertise the opportunity, solicit parent involvement, and secure representation from all segments of our school population.

SAC Members - Storm Grove Middle School

<u>Last Name</u>	<u>First Name</u>	<u>Category</u>	<u>District Employed</u>
Jones	Tosha	Principal	Yes
Deppe	Karen	Parent	No
Zoffer**	Roxanne	Parent	No
Dougall	Bevohn	Parent	No
Corrie	Pam	Parent	No
Peterson	Connie	Teacher	Yes
Hiller	Bob	Business/Community	No
Herman	Angie	Support Staff	Yes
Lahey	Taziana	Parent	No
Harris	Nichole	Parent	No
Blanchet	Art	Teacher	Yes
Amelio	Lora	Parent	No
Zorc	Laura	Parent	No
Dalton	Dawn	Parent	No
Jijon	Andrea	Parent	No
Jijon	Michel	Parent	No
Lopez	Jeanette	Student	No

** Indicates Chairperson | Total Members: 17 | As of: November 18, 2016, 09:21am

SAC Composition Report
Sebastian River High School (School ID: 0291)
As of: November 18, 2016, 09:20am

Members by Category		
Category	Count	Percent
Business/Community	3	13%
Parent	8	33%
Principal	1	4%
Student	4	17%
Support Staff	3	13%
Teacher	5	21%

Members by Ethnicity		
Category	Count	Percent
African American	3	13%
Asian	0	0%
Hispanic	6	25%
Other	0	0%
White	15	63%

District Employed Members		
Category	Count	Percent
Yes	8	33%
No	16	67%

Members by Gender		
Category	Count	Percent
Male	9	38%
Female	13	54%

Total Voting Members:

Student Demographics			SAC Team	
Category	# of Students	Percent	Suggested Membership	Difference
African American	199	11	3	0 (2%)
Asian	15	1	0	0 (-1%)
Hispanic	537	29	7	-1 (-4%)
Other	55	3	1	-1 (-3%)
White	1026	56	13	+2 (7%)
Total Students	1832			

The ethnic composition of the SAC should reflect the ethnic make-up of the student population

SAC Compliance

Yes - The majority of SAC members are non-school employees.

Report Comments:

The invitation to all parents requesting their membership and involvement in the School Advisory Committee occurred through our Newsletters, Open House Parent Night, and through Connect Ed. calls. We will continue to invite parents from diverse ethnic backgrounds to serve on our SAC committee throughout the school year.

SAC Members - Sebastian River High School

<u>Last Name</u>	<u>First Name</u>	<u>Category</u>	<u>District Employed</u>
Racine	Todd	Principal	Yes
Valencia**	Enrique	Teacher	Yes
Cobb	Tim	Business/Community	No
Pena	Jovana	Parent	No
De La Torre	Martha	Support Staff	Yes
Holmes	Joanne	Parent	No
Giordano	Paul	Parent	No
Parks	Jarez	Student	No
Jackson	Jordan	Student	No
King	Amanda	Parent	No
Serpa	Mori	Business/Community	No
Fink	Scott	Business/Community	No
Roman	Jasmine	Student	No
Giordano	Stephanie	Student	No
Griffin	Denise	Parent	No
Richards	Regina	Teacher	No
Seiler	Melissa	Teacher	Yes
Williams	Ebony	Support Staff	Yes
Sandra	Amezquita	Support Staff	Yes
Arnett	Dawn	Teacher	Yes
Maschhoff	Caroline	Parent	No
LaBranche	Mireya	Teacher	Yes
Rompot	Ron	Parent	No
Kayser	Alan	Parent	No

** Indicates Chairperson | Total Members: 24 | As of: November 18, 2016, 09:20am

SAC Composition Report
Sebastian River Middle School (School ID: 0171)
As of: November 18, 2016, 09:21am

Members by Category		
Category	Count	Percent
Business/Community	1	7%
Parent	7	50%
Principal	1	7%
Student	0	0%
Support Staff	3	21%
Teacher	2	14%

Members by Ethnicity		
Category	Count	Percent
African American	1	7%
Asian	0	0%
Hispanic	5	36%
Other	0	0%
White	8	57%

District Employed Members		
Category	Count	Percent
Yes	6	43%
No	8	57%

Members by Gender		
Category	Count	Percent
Male	2	14%
Female	12	86%

Total Voting Members:

Student Demographics			SAC Team	
Category	# of Students	Percent	Suggested Membership	Difference
African American	98	10	1	0 (-3%)
Asian	15	2	0	0 (-2%)
Hispanic	351	35	5	0 (1%)
Other	33	3	0	0 (-3%)
White	497	50	7	+1 (7%)
Total Students	994			

The ethnic composition of the SAC should reflect the ethnic make-up of the student population

SAC Compliance

Yes - The majority of SAC members are non-school employees.

Report Comments:

SAC Members - Sebastian River Middle School

<u>Last Name</u>	<u>First Name</u>	<u>Category</u>	<u>District Employed</u>
Tatro**	Meredith	Teacher	Yes
Idlette	Jody	Principal	Yes
Maschhoff	Caroline	Parent	No
King	Amanda	Parent	No
Gamez	Viridiana	Parent	No
Karina	Villegas	Parent	No
Ogilvie	Jacqueline	Teacher	Yes
Monnett	Teresa	Business/Community	No
Cluck	Richelle	Parent	No
Taglione	Marie	Support Staff	Yes
Rompot	Ron	Parent	No
Gamez	Briceli	Support Staff	Yes
Moses	Cindy	Support Staff	Yes
Alvarado	Jose Alejandro	Parent	No

** Indicates Chairperson | Total Members: 14 | As of: November 18, 2016, 09:21am

SAC Composition Report
Technical Center for Adult and Community Education (School ID: 0032)
As of: November 18, 2016, 09:22am

Members by Category		
Category	Count	Percent
Business/Community	10	67%
Parent	0	0%
Principal	1	7%
Student	0	0%
Support Staff	1	7%
Teacher	3	20%

Members by Ethnicity		
Category	Count	Percent
African American	1	7%
Asian	0	0%
Hispanic	1	7%
Other	0	0%
White	13	87%

District Employed Members		
Category	Count	Percent
Yes	5	33%
No	10	67%

Members by Gender		
Category	Count	Percent
Male	4	27%
Female	11	73%

Total Voting Members:

Student Demographics			SAC Team	
Category	# of Students	Percent	Suggested Membership	Difference
African American	13756	8	1	0 (-1%)
Asian	2218	1	0	0 (-1%)
Hispanic	17898	11	2	-1 (-4%)
Other	739	0	0	0 (0%)
White	128837	79	12	+1 (8%)
Total Students	163448			

The ethnic composition of the SAC should reflect the ethnic make-up of the student population

SAC Compliance

Yes - The majority of SAC members are non-school employees.

Report Comments:

Since the Technical Center for Career and Adult Education serves the entire community, the student demographic numbers reflect the 2015 estimated county population. Source: census.gov

SAC Members - Technical Center for Adult and Community Education

<u>Last Name</u>	<u>First Name</u>	<u>Category</u>	<u>District Employed</u>
Ormsby	Jessica	Business/Community	No
Caseltine	Helene	Business/Community	No
Grow	Wendy	Business/Community	No
Hurst	Dr. Harry	Business/Community	No
Ferrell	Deann	Business/Community	No
Roberts	Cathy	Business/Community	No
Ross	LaTonya	Teacher	Yes
Musselwhite	Barbara	Support Staff	Yes
Shields	Christi	Principal	Yes
Sidegets	Jennifer	Business/Community	No
Bartholomew	Dennis	Business/Community	No
Parla	James	Business/Community	No
Vannoy**	Cindy	Business/Community	No
Tipacti	Lucia	Teacher	Yes
Nelson	Kristen	Teacher	Yes

** Indicates Chairperson | Total Members: 15 | As of: November 18, 2016, 09:22am

SAC Composition Report
Treasure Coast Elementary School (School ID: 0341)
As of: November 18, 2016, 09:23am

Members by Category		
Category	Count	Percent
Business/Community	1	9%
Parent	4	36%
Principal	1	9%
Student	0	0%
Support Staff	2	18%
Teacher	3	27%

Members by Ethnicity		
Category	Count	Percent
African American	2	18%
Asian	0	0%
Hispanic	2	18%
Other	0	0%
White	7	64%

District Employed Members		
Category	Count	Percent
Yes	5	45%
No	6	55%

Members by Gender		
Category	Count	Percent
Male	2	18%
Female	9	82%

Total Voting Members:

Student Demographics			SAC Team	
Category	# of Students	Percent	Suggested Membership	Difference
African American	71	11	1	+1 (7%)
Asian	13	2	0	0 (-2%)
Hispanic	122	19	2	0 (-1%)
Other	29	5	1	-1 (-5%)
White	397	63	7	0 (1%)
Total Students	632			

The ethnic composition of the SAC should reflect the ethnic make-up of the student population

SAC Compliance

Yes - The majority of SAC members are non-school employees.

Report Comments:

SAC Members - Treasure Coast Elementary School

<u>Last Name</u>	<u>First Name</u>	<u>Category</u>	<u>District Employed</u>
Baysura	Kelly	Principal	Yes
Palmer	Rebecca	Teacher	Yes
Haddick	Wendee	Support Staff	No
Lefebure	Abby	Parent	No
Plotkin	Cheryl	Parent	No
Simms	Matt	Parent	No
negreira-harrel	barbara	Support Staff	Yes
alderton	mike	Parent	No
discepola	Mrs	Business/Community	No
esposito**	tabby	Teacher	Yes
cummings	anitra	Teacher	Yes

** Indicates Chairperson | Total Members: 11 | As of: November 18, 2016, 09:23am

SAC Composition Report
Vero Beach Elementary School (School ID: 0161)
As of: November 18, 2016, 09:24am

Members by Category		
Category	Count	Percent
Business/Community	1	9%
Parent	5	45%
Principal	1	9%
Student	0	0%
Support Staff	1	9%
Teacher	3	27%

Members by Ethnicity		
Category	Count	Percent
African American	3	27%
Asian	0	0%
Hispanic	4	36%
Other	0	0%
White	4	36%

District Employed Members		
Category	Count	Percent
Yes	5	45%
No	6	55%

Members by Gender		
Category	Count	Percent
Male	3	27%
Female	7	64%

Total Voting Members:

Student Demographics			SAC Team	
Category	# of Students	Percent	Suggested Membership	Difference
African American	161	25	3	0 (2%)
Asian	17	3	0	0 (-3%)
Hispanic	200	31	3	+1 (5%)
Other	34	5	1	-1 (-5%)
White	239	37	4	0 (-1%)
Total Students	651			

The ethnic composition of the SAC should reflect the ethnic make-up of the student population

SAC Compliance

Yes - The majority of SAC members are non-school employees.

Report Comments:

SAC Members - Vero Beach Elementary School

<u>Last Name</u>	<u>First Name</u>	<u>Category</u>	<u>District Employed</u>
Jorgensen	Brian	Business/Community	No
Trumble	Samantha	Parent	No
Castaneda	Cecilia	Parent	No
Jules	Bervaine	Parent	No
Rodriquez	Jose	Parent	No
Vildorosa	Claudia	Support Staff	Yes
Lee	Harvey	Teacher	Yes
Fredrickson**	Sue	Teacher	Yes
Emmerson	Cynthia	Principal	Yes
Robinson	Daphne	Teacher	Yes
Gonzalez	Kenia	Parent	No

** Indicates Chairperson | Total Members: 11 | As of: November 18, 2016, 09:24am

SAC Composition Report
Vero Beach High School (School ID: 0031)
As of: November 18, 2016, 09:25am

Members by Category		
Category	Count	Percent
Business/Community	4	15%
Parent	9	35%
Principal	1	4%
Student	7	27%
Support Staff	2	8%
Teacher	3	12%

Members by Ethnicity		
Category	Count	Percent
African American	7	27%
Asian	2	8%
Hispanic	4	15%
Other	0	0%
White	13	50%

District Employed Members		
Category	Count	Percent
Yes	6	23%
No	20	77%

Members by Gender		
Category	Count	Percent
Male	11	42%
Female	15	58%

Total Voting Members:

Student Demographics			SAC Team	
Category	# of Students	Percent	Suggested Membership	Difference
African American	619	21	6	+1 (6%)
Asian	65	2	1	+1 (6%)
Hispanic	486	17	4	0 (-2%)
Other	98	3	1	-1 (-3%)
White	1654	57	15	-2 (-7%)
Total Students	2922			

The ethnic composition of the SAC should reflect the ethnic make-up of the student population

SAC Compliance

Yes - The majority of SAC members are non-school employees.

Report Comments:

SAC Members - Vero Beach High School

<u>Last Name</u>	<u>First Name</u>	<u>Category</u>	<u>District Employed</u>
Ingram	Lonnie	Student	No
Smith	Denise	Business/Community	No
Jorgenson**	Cindy**	Teacher	Yes
DeGroat	Vicki	Parent	No
Brooks	Dawn	Business/Community	No
OKeefe	Shawn	Principal	Yes
Schepers	Angie	Parent	No
Lewis	Richard	Teacher	Yes
Lunceford	Lance	Student	No
Collins	Edie	Parent	No
Hyde	Christine	Parent	No
Adams	Stephen	Teacher	Yes
Ingram	Barbara	Parent	No
Forero	Dora	Parent	No
Lanier	Diane	Parent	No
Forero	Rafael	Parent	No
Perry	Jonnin	Business/Community	No
Perry	Percy	Business/Community	No
forero	marianna	Student	No
clark	Leif	Student	No
Harrison	Alex	Student	No
Sessoms	Danyelle	Support Staff	Yes
Lanier	cody	Student	No
Rackard	Karen	Parent	No
Rackard	Benny	Student	No
Hutchinson	Annette	Support Staff	Yes

** Indicates Chairperson | Total Members: 26 | As of: November 18, 2016, 09:25am

SAC Composition Report
Wabasso School (School ID: 0131)
As of: November 18, 2016, 09:26am

Members by Category		
Category	Count	Percent
Business/Community	1	3%
Parent	21	70%
Principal	1	3%
Student	0	0%
Support Staff	4	13%
Teacher	3	10%

Members by Ethnicity		
Category	Count	Percent
African American	7	23%
Asian	1	3%
Hispanic	8	27%
Other	0	0%
White	16	53%

District Employed Members		
Category	Count	Percent
Yes	10	33%
No	22	73%

Members by Gender		
Category	Count	Percent
Male	9	30%
Female	23	77%

Total Voting Members:

Student Demographics			SAC Team	
Category	# of Students	Percent	Suggested Membership	Difference
African American	13	28	8	-1 (-5%)
Asian	1	2	1	0 (1%)
Hispanic	8	17	5	+3 (10%)
Other	0	0	0	0 (0%)
White	24	52	16	0 (1%)
Total Students	46			

The ethnic composition of the SAC should reflect the ethnic make-up of the student population

SAC Compliance

Yes - The majority of SAC members are non-school employees.

Report Comments:

SAC Members - Wabasso School

<u>Last Name</u>	<u>First Name</u>	<u>Category</u>	<u>District Employed</u>
Remy	Alejandro	Support Staff	Yes
Khawaja	Sobia	Parent	No
Espinoza	Velia	Parent	No
Quick	Kathy	Parent	No
Ramirez	Juan	Parent	No
Riggins	Latoya	Parent	No
Stadelman	Lisa	Parent	No
Rowe**	Kelley	Teacher	Yes
Carabajal	Cecilia	Support Staff	Yes
McFarlane	Tara	Teacher	Yes
Boineau	Jenna	Support Staff	Yes
Bonney	Doug	Teacher	Yes
Pierandozzi	Kathrine	Principal	Yes
Guyman	Edward	Parent	No
McKeon	Jasmine	Parent	No
Norris	Terry	Parent	No
Johnson	Tonya	Parent	No
Ramirez	Alicia	Parent	No
Jackson	Beverlynn	Parent	No
Drisdorn	Falisha	Parent	No
Johns	Tim	Parent	No
Gilmore	Edward	Business/Community	No
Marks	Susan	Parent	No
Doutrich	Eileen	Parent	No
Smith	Phillip	Parent	No
Salas	Julian	Parent	No
Rose	Julia	Parent	No
Fredericks	Mimi	Parent	No
Montoya	Ruth	Parent	No
Poindexter	Carolyn	Support Staff	Yes
Stinson	Hercules		Yes
Poindexter	Itrelle		Yes

** Indicates Chairperson | Total Members: 32 | As of: November 18, 2016, 09:26am

QUOTE CONFIRMATION



DEAR BRIAN BENDER,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
HNKV922	11/29/2016	HP + MISC	1957841	\$537,268.34

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HP EliteDesk 705 G2 - A series A4 PRO-8350B 3.5 GHz - 4 GB - 500 GB Mfg. Part#: P0D48UT#ABA UNSPSC: 43211508 Contract: NJPA 100614#CDW Technology Catalog (100614#CDW)	1000	3811778	\$427.24	\$427,240.00
BTO HP X360 G2 I5-6300U 128GB 8GB Mfg. Part#: 11MAR6MLF Contract: NJPA 100614#CDW Technology Catalog (100614#CDW)	85	4055958	\$965.00	\$82,025.00
ViewSonic VA2465SMH 24" LED-backlit LCD - Black Mfg. Part#: VA2465SMH UNSPSC: 43211902 Contract: NJPA 100614#CDW Technology Catalog (100614#CDW)	200	3577740	\$122.82	\$24,564.00
HP ProBook 440 G3 - 14" - Core i5 6200U - 4 GB RAM - 500 GB HDD Mfg. Part#: W0S53UT#ABA UNSPSC: 43211503 Contract: NJPA 100614#CDW Technology Catalog (100614#CDW)	1	4072713	\$619.00	\$619.00
HP - DDR4 - 8 GB - SO-DIMM 260-pin Mfg. Part#: T7B77UT UNSPSC: 43201402 Contract: NJPA 100614#CDW Technology Catalog (100614#CDW)	1	4041108	\$65.51	\$65.51
Lenovo ThinkPad Yoga 11e 20GA - 11.6" - Celeron N3150 - 4 GB RAM - 128 GB S Mfg. Part#: 20GAS00000 UNSPSC: 43211503 Contract: NJPA 100614#CDW Technology Catalog (100614#CDW)	1	4039008	\$602.83	\$602.83
Lenovo - DDR3L - 4 GB - SO-DIMM 204-pin Mfg. Part#: 0B47380 UNSPSC: 43201402 Contract: NJPA 100614#CDW Technology Catalog (100614#CDW)	1	3066719	\$50.00	\$50.00
StarTech.com DisplayPort to VGA Video Adapter Converter Mfg. Part#: DP2VGA2 UNSPSC: 26121604 Contract: NJPA 100614#CDW Technology Catalog (100614#CDW)	100	2185899	\$21.02	\$2,102.00

PURCHASER BILLING INFO	SUBTOTAL	\$537,268.34
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Billing Address: INDIAN RIVER SCHOOL DISTRICT ACCOUNTS PAYABLE 6500 57TH ST VERO BEACH, FL 32967-6002 Phone: (772) 564-3000 Payment Terms: NET 30 Days-Govt/Ed	SHIPPING	\$0.00
	GRAND TOTAL	\$537,268.34
DELIVER TO	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
Shipping Address: INDIAN RIVER SCHOOL DISTRICT BRIAN BENDER 6055 62ND AVE NW LOADING DOCK VERO BEACH, FL 32967-7831 Shipping Method: FEDEX Ground		

Need Assistance? CDW•G SALES CONTACT INFORMATION



Ashley Bruser

(877) 698-5228

ashlbru@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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Quote # 401-111616-1

Proposal & Quotation For:			Quotation Information		
Name: Pete Jackson Company: School Board of Indian River County Address: 6500 57th Street Vero Beach, FL 32967 Phone #: (772) 564-3072 Email: pete.jackson@indianriverschools.org		School Board of Indian River County FatPipe Solution - 1 Year Support		Quote Date : 11/16/2016 Quote Expiration Date: 12/16/2016 Account Manager: Nancy Vinez Tech Sales Consultant: Bruce Schauer Sales Engineer: Inside Sales: Ursula Haxhi	
Vendor	Part #	Description	Qty.	Price	Extnd. Price
FatPipe	1800 -V2G	Standard MPVPN 2Gb - 4U	1	31,288.89	31,288.89
FatPipe	DPS	Dual Power Supply	2	888.89	1,777.78
FatPipe	1401-PORT-10G	10 Gb Interface Card - 2U	2	1,421.33	2,842.66
FatPipe	1401-2-Fiber	Fiber Card - 2 Port - 2U	2	2,573.33	5,146.66
FatPipe	SLB	Site Load Balancing price per pair	1	5,333.33	5,333.33
FatPipe	HA	High Availability - 2U (Standard MPVPN 2Gb - [1800-V2G])	1	27,500.00	27,500.00
Equipment Total					\$ 73,889.32
FatPipe	FP-SRV-PLATGT500	Platinum Service >500 Mb - 2U x 1 Yrs	2	5,067.42	10,134.84
Maintenance Total					\$ 10,134.84
** FatPipe shipping charge					\$ 300.00
TOTAL (with FatPipe Shipping)					\$ 84,324.16
TERMS: *Net 30, payment terms and order acceptance based upon prior credit approval. *This Proposal and Quotation, and any purchase made in response to this Proposal and Quotation, are subject to the terms and conditions set forth in the standard AT&T Equipment and Services resale contract. * This Quotation excludes all applicable taxes . * F.O.B.: Origin; Prepaid and Add, Standard Shipping method is UPS Ground unless otherwise specified. NOTE: *Please verify your shipment is correct by reviewing the packing list before opening. *Return policies vary by manufacturer and are time sensitive. Please contact your local AT&T representative regarding any return questions or requests. All returns are subject to manufacturer's terms and conditions. *Restocking charges may apply. Return authorizations are required prior to return.			AT&T Services encompass complete Network Lifecycle Solutions to maximize the return on investment from your network infrastructure. We can... <u>Design</u> - Consulting Services, Security, Network Mgmt. <u>Deliver</u> - Staging, Installation, Leasing, Project Mgmt. <u>Manage</u> - Monitoring, Maintenance, Mgd Svcs.		
Thank you for this opportunity to present you with our quote. We hope to be favored with your order. To ensure prompt expediting of this order, please fax to the following number. Fax 847-326-3380 <div style="display: flex; justify-content: space-between;"> <div> <u>Remittance Address:</u> AT&T P.O. Box 9012 Carol Stream, IL 60197-9012 </div> <div> <u>Order Entry Address:</u> AT&T 84 Deerfield Lane Meriden, CT 06450 </div> </div>			Fax: 847-326-3380		
AT&T PROPRIETARY INFORMATION					

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United Data Technologies

United Data Technologies

8825 NW 21 Terrace

Doral, Florida 33172

Tel: (305) 882-0435

Fax: (305) 882-0436

www.udtonline.com

Quotation No

AAAQ40105

Date:

Thursday, December 01, 2016

Quoted by

motter

Tel: 305-882-0435

Fax:

Quote For:

School District of Indian River County
Brian Bender
6500 57th Street
Vero Beach, FL 32967

Ship To:

School District of Indian River County
Brian Bender
6500 57th Street
Vero Beach, FL 32967

Tel: 772-564-3125

Fax:

Tiffany.mckenzie@india

Terms:

NET30

Quotation No: AAAQ40105 for Brian Bender Tiffany.mckenzie@indianriverschools.org

Line	Qty.	Part Number	Description	Price	Extended Price
1		Sebastian River High School			
2		Lenovo Yoga 11E Gen 3 (touch, 128GB SSD)			
3	135	20G8S08S00	SDIRC Student Lenovo Yoga 11E Think 3 Year Depot or Carry-In Preload Type Standard Image Preload OS Windows 10 Pro 64 Processor Intel Celeron N3150 processor (2MB Cache, up To 2.08GHz) Total memory 4GB PC3-12800 DDR3L SDRAM 1600MHz SODIMM System Unit Intel HD Graphics Security Chip 2 Software TPM & Hardware dTPM TPM Setting Hardware dTPM Enabled Display 11.6" HD (1366x768) IPS Touch Pointing device UltraNav (TrackPoint and TouchPad) without Fingerprint Reader Hard drive 128 GB Solid State Drive, SATA3 WiFi wireless LAN adapters Intel Dual Band Wireless-AC/B/G/N 7265, Bluetooth Version 4.0 Battery 3cell 42Wh AC Adapter and Power Cord 45W AC Adapter - US(2pin) Keyboard Language Keyboard - English Publication Language Publication - English Preload Language Windows 10 Pro 64 English Display Panel 11.6" HD (1366x768) IPS Touch Black	\$504.00	\$68,040.00

Quotation No: AAAQ40105 for Brian Bender Tiffany.mckenzie@indianriverschools.org

Line	Qty.	Part Number	Description	Price	Extended Price
4	135	OTO-SDIRC	UDT Services Services include Asset Management, Etching, Imaging, Initial Onsite Deployment, VPN (SSID load), 3 Year Warranty Ongoing Support Services (Asset Tracking, Management of Spares, Re-imaging of warrantied device(s), Next Class SLA)	\$77.00	\$10,395.00
5			SubTotal		\$78,435.00
6	Laptop Cart				
7	5	55468-ABD	Cloud32 Chromebook Cart Caster Selection:: 5" Balloon Wheel Exterior Color Pkg:: White Fiesta-BK-Warm Gray Electrical/Tray: Power Switch/Tray (Yoga 11e devices less than 45 watts)	\$1,174.06	\$5,870.30
8	5	UDT-SDIRC-CARTINST	Laptop Cart Services Include: Inserting Qty 25 Lenovo 11E into each slot Device Slot Sequence Labelling Wire Management of A/C Adapters Shipping Included	\$135.71	\$678.55
9			SubTotal		\$6,548.85
10	REFERENCE: OCPS RFP1508150 Technology Devices & Service				
11	Please make PO payable to United Data Technologies, 8825 NW 21st Terrace, Doral FL. 33172 Office: 305-882-043 / Fax: 305-882-0436 Attention: Manny Castro / manny.castro@udtonline.com Note: Please include phone, fax and contact name for any drop-ship orders.				

Sub Total	\$84,983.85
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$84,983.85

Ask your UDT representative how you can save thousands using Managed Services

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Order Number: _____



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United Data Technologies

8825 NW 21 Terrace

Doral, Florida 33172

Tel: (305) 882-0435

Fax: (305) 882-0436

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Quotation No

AAAQ40106

Date:

Thursday, December 01, 2016

Quoted by

motter

Tel: 305-882-0435

Fax:

Quote For:

School District of Indian River County

Brian Bender

6500 57th Street

Vero Beach, FL 32967

Ship To:

School District of Indian River County

Brian Bender

6500 57th Street

Vero Beach, FL 32967

Tel: 772-564-3125

Fax:

Tiffany.mckenzie@india

Terms:

NET30

Quotation No: AAAQ40106 for Brian Bender Tiffany.mckenzie@indianriverschools.org

Line	Qty.	Part Number	Description	Price	Extended Price
1		Vero Beach High School			
2		Lenovo Yoga 11E Gen 3 (touch, 128GB SSD)			
3	162	20G8S08S00	SDIRC Student Lenovo Yoga 11E Think 3 Year Depot or Carry-in Preload Type Standard Image Preload OS Windows 10 Pro 64 Processor Intel Celeron N3150 processor (2MB Cache, up To 2.08GHz) Total memory 4GB PC3-12800 DDR3L SDRAM 1600MHz SODIMM System Unit Intel HD Graphics Security Chip 2 Software TPM & Hardware dTPM TPM Setting Hardware dTPM Enabled Display 11.6" HD (1366x768) IPS Touch Pointing device UltraNav (TrackPoint and TouchPad) without Fingerprint Reader Hard drive 128 GB Solid State Drive, SATA3 WiFi wireless LAN adapters Intel Dual Band Wireless-AC/B/G/N 7265, Bluetooth Version 4.0 Battery 3cell 42Wh AC Adapter and Power Cord 45W AC Adapter - US(2pin) Keyboard Language Keyboard - English Publication Language Publication - English Preload Language Windows 10 Pro 64 English Display Panel 11.6" HD (1366x768) IPS Touch Black	\$504.00	\$81,648.00

Quotation No: AAAQ40106 for Brian Bender Tiffany.mckenzie@indianriverschools.org

Line	Qty.	Part Number	Description	Price	Extended Price
4	162	OTO-SDIRC	UDT Services Services include Asset Management, Etching, Imaging, Initial Onsite Deployment, VPN (SSID load), 3 Year Warranty Ongoing Support Services (Asset Tracking, Management of Spares, Re-imaging of warranted device(s), Next Class SLA)	\$77.00	\$12,474.00
5			SubTotal		\$94,122.00
6	Laptop Cart				
7	6	55468-ABD	Cloud32 Chromebook Cart Caster Selection:: 5" Balloon Wheel Exterior Color Pkg:: White Fiesta-BK-Warm Gray Electrical/Tray: Power Switch/Tray (Yoga 11e devices less than 45 watts)	\$1,174.06	\$7,044.36
8	6	UDT-SDIRC-CARTINST	Laptop Cart Services Include: Inserting Qty 25 Lenovo 11E into each slot Device Slot Sequence Labelling Wire Management of A/C Adapters Shipping Included	\$135.71	\$814.26
9			SubTotal		\$7,858.62
10	REFERENCE: OCPS RFP1508150 Technology Devices & Service				
11	Please make PO payable to United Data Technologies, 8825 NW 21st Terrace, Doral FL. 33172 Office: 305-882-043 / Fax: 305-882-0436 Attention: Manny Castro / manny.castro@udtonline.com Note: Please include phone, fax and contact name for any drop-ship orders.				

Sub Total	\$101,980.62
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$101,980.62

Ask your UDT representative how you can save thousands using Managed Services

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Date: _____

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Order Number: _____



United Data Technologies

United Data Technologies

8825 NW 21 Terrace

Doral, Florida 33172

Tel: (305) 882-0435

Fax: (305) 882-0436

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Quotation No

AAAQ40107

Date:

Thursday, December 01, 2016

Quoted by

motter

Tel: 305-882-0435

Fax:

Quote For:

**School District of Indian River County
Brian Bender
6500 57th Street
Vero Beach, FL 32967**

Ship To:

**School District of Indian River County
Brian Bender
6500 57th Street
Vero Beach, FL 32967**

Tel: 772-564-3125

Fax:

Tiffany.mckenzie@india

Terms:

NET30

Quotation No: AAAQ40107 for Brian Bender Tiffany.mckenzie@indianriverschools.org

Line	Qty.	Part Number	Description	Price	Extended Price
1		Oslo Middle School			
2		Lenovo Yoga 11E Gen 3 (touch, 128GB SSD)			
3	54	20G8S08S00	SDIRC Student Lenovo Yoga 11E Think 3 Year Depot or Carry-In Preload Type Standard Image Preload OS Windows 10 Pro 64 Processor Intel Celeron N3150 processor (2MB Cache, up To 2.08GHz) Total memory 4GB PC3-12800 DDR3L SDRAM 1600MHz SODIMM System Unit Intel HD Graphics Security Chip 2 Software TPM & Hardware dTPM TPM Setting Hardware dTPM Enabled Display 11.6" HD (1366x768) IPS Touch Pointing device UltraNav (TrackPoint and TouchPad) without Fingerprint Reader Hard drive 128 GB Solid State Drive, SATA3 WiFi wireless LAN adapters Intel Dual Band Wireless-AC/B/G/N 7265, Bluetooth Version 4.0 Battery 3cell 42Wh AC Adapter and Power Cord 45W AC Adapter - US(2pin) Keyboard Language Keyboard - English Publication Language Publication - English Preload Language Windows 10 Pro 64 English Display Panel 11.6" HD (1366x768) IPS Touch Black	\$504.00	\$27,216.00

Quotation No: AAAQ40107 for Brian Bender Tiffany.mckenzie@indianriverschools.org

Line	Qty.	Part Number	Description	Price	Extended Price
4	54	OTO-SDIRC	UDT Services Services include Asset Management, Etching, Imaging, Initial Onsite Deployment, VPN (SSID load), 3 Year Warranty Ongoing Support Services (Asset Tracking, Management of Spares, Re-imaging of warranted device(s), Next Class SLA)	\$77.00	\$4,158.00
5			SubTotal		\$31,374.00
6	Laptop Cart				
7	2	55468-ABD	Cloud32 Chromebook Cart Caster Selection:: 5" Balloon Wheel Exterior Color Pkg:: White Fiesta-BK-Warm Gray Electrical/Tray: Power Switch/Tray (Yoga 11e devices less than 45 watts)	\$1,174.06	\$2,348.12
8	2	UDT-SDIRC-CARTINST	Laptop Cart Services Include: Inserting Qty 25 Lenovo 11E into each slot Device Slot Sequence Labelling Wire Management of A/C Adapters Shipping Included	\$135.71	\$271.42
9			SubTotal		\$2,619.54
10	REFERENCE: OCPS RFP1508150 Technology Devices & Service				
11	Please make PO payable to United Data Technologies, 8825 NW 21st Terrace, Doral FL. 33172 Office: 305-882-043 / Fax: 305-882-0436 Attention: Manny Castro / manny.castro@udtonline.com Note: Please include phone, fax and contact name for any drop-ship orders.				

Sub Total	\$33,993.54
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$33,993.54

Ask your UDT representative how you can save thousands using Managed Services

Accepted by: _____

Date: _____

Please write bill to and ship to addresses below if different from quotation.

Order Number: _____



United Data Technologies

United Data Technologies

8825 NW 21 Terrace

Doral, Florida 33172

Tel: (305) 882-0435

Fax: (305) 882-0436

www.udtonline.com

Quotation No

AAAQ40108

Date:

Thursday, December 01, 2016

Quoted by

mottter

Tel: 305-882-0435

Fax:

Quote For:

**School District of Indian River County
Brian Bender
6500 57th Street
Vero Beach, FL 32967**

Ship To:

**School District of Indian River County
Brian Bender
6500 57th Street
Vero Beach, FL 32967**

Tel: 772-564-3125

Fax:

Tiffany.mckenzie@india

Terms:

NET30

Quotation No: AAAQ40108 for Brian Bender Tiffany.mckenzie@indianriverschools.org

Line	Qty.	Part Number	Description	Price	Extended Price
1		Dodgertown Elementary School			
2		Lenovo Yoga 11E Gen 3 (touch, 128GB SSD)			
3	24	20G8S08S00	SDIRC Student Lenovo Yoga 11E Think 3 Year Depot or Carry-in Preload Type Standard Image Preload OS Windows 10 Pro 64 Processor Intel Celeron N3150 processor (2MB Cache, up To 2.08GHz) Total memory 4GB PC3-12800 DDR3L SDRAM 1600MHz SODIMM System Unit Intel HD Graphics Security Chip 2 Software TPM & Hardware dTPM TPM Setting Hardware dTPM Enabled Display 11.6" HD (1366x768) IPS Touch Pointing device UltraNav (TrackPoint and TouchPad) without Fingerprint Reader Hard drive 128 GB Solid State Drive, SATA3 WiFi wireless LAN adapters Intel Dual Band Wireless-AC/B/G/N 7265, Bluetooth Version 4.0 Battery 3cell 42Wh AC Adapter and Power Cord 45W AC Adapter - US(2pin) Keyboard Language Keyboard - English Publication Language Publication - English Preload Language Windows 10 Pro 64 English Display Panel 11.6" HD (1366x768) IPS Touch Black	\$504.00	\$12,096.00

Quotation No: AAAQ40108 for Brian Bender Tiffany.mckenzie@indianriverschools.org

Line	Qty.	Part Number	Description	Price	Extended Price
4	24	OTO-SDIRC	UDT Services Services include Asset Management, Etching, Imaging, Initial Onsite Deployment, VPN (SSID load), 3 Year Warranty Ongoing Support Services (Asset Tracking, Management of Spares, Re-imaging of warrantied device(s), Next Class SLA)	\$77.00	\$1,848.00
5			SubTotal		\$13,944.00
6	Laptop Cart				
7	1	55468-ABD	Cloud32 Chromebook Cart Caster Selection:: 5" Balloon Wheel Exterior Color Pkg:: White Fiesta-BK-Warm Gray Electrical/Tray: Power Switch/Tray (Yoga 11e devices less than 45 watts)	\$1,174.06	\$1,174.06
8	1	UDT-SDIRC-CARTINST	Laptop Cart Services Include: Inserting Qty 25 Lenovo 11E into each slot Device Slot Sequence Labelling Wire Management of A/C Adapters Shipping Included	\$135.71	\$135.71
9			SubTotal		\$1,309.77
10	REFERENCE: OCPS RFP1508150 Technology Devices & Service				
11	Please make PO payable to United Data Technologies, 8825 NW 21st Terrace, Doral FL. 33172 Office: 305-882-043 / Fax: 305-882-0436 Attention: Manny Castro / manny.castro@udtonline.com Note: Please include phone, fax and contact name for any drop-ship orders.				

Sub Total	\$15,253.77
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$15,253.77

Ask your UDT representative how you can save thousands using Managed Services

Accepted by: _____

Date: _____

Please write bill to and ship to addresses below if different from quotation.

Order Number: _____



United Data Technologies

United Data Technologies

8825 NW 21 Terrace

Doral, Florida 33172

Tel: (305) 882-0435

Fax: (305) 882-0436

www.udtonline.com

Quotation No

AAAQ40109

Date:

Thursday, December 01, 2016

Quoted by

motter

Tel: 305-882-0435

Fax:

Quote For:

**School District of Indian River County
Brian Bender
6500 57th Street
Vero Beach, FL 32967**

Ship To:

**School District of Indian River County
Brian Bender
6500 57th Street
Vero Beach, FL 32967**

Tel: 772-564-3125

Fax:

Tiffany.mckenzie@india

Terms:

NET30

Quotation No: AAAQ40109 for Brian Bender Tiffany.mckenzie@indianriverschools.org

Line	Qty.	Part Number	Description	Price	Extended Price
1		Liberty Magnet Elementary School			
2		Lenovo Yoga 11E Gen 3 (touch, 128GB SSD)			
3	24	20G8S08S00	SDIRC Student Lenovo Yoga 11E Think 3 Year Depot or Carry-in Preload Type Standard Image Preload OS Windows 10 Pro 64 Processor Intel Celeron N3150 processor (2MB Cache, up To 2.08GHz) Total memory 4GB PC3-12800 DDR3L SDRAM 1600MHz SODIMM System Unit Intel HD Graphics Security Chip 2 Software TPM & Hardware dTPM TPM Setting Hardware dTPM Enabled Display 11.6" HD (1366x768) IPS Touch Pointing device UltraNav (TrackPoint and TouchPad) without Fingerprint Reader Hard drive 128 GB Solid State Drive, SATA3 WIFI wireless LAN adapters Intel Dual Band Wireless-AC/B/G/N 7265, Bluetooth Version 4.0 Battery 3cell 42Wh AC Adapter and Power Cord 45W AC Adapter - US(2pin) Keyboard Language Keyboard - English Publication Language Publication - English Preload Language Windows 10 Pro 64 English Display Panel 11.6" HD (1366x768) IPS Touch Black	\$504.00	\$12,096.00

Quotation No: AAAQ40109 for Brian Bender Tiffany.mckenzie@indianriverschools.org

Line	Qty.	Part Number	Description	Price	Extended Price
4	24	OTO-SDIRC	UDT Services Services include Asset Management, Etching, Imaging, Initial Onsite Deployment, VPN (SSID load), 3 Year Warranty Ongoing Support Services (Asset Tracking, Management of Spares, Re-imaging of warranted device(s), Next Class SLA)	\$77.00	\$1,848.00
5			SubTotal		\$13,944.00
6	Laptop Cart				
7	1	55468-ABD	Cloud32 Chromebook Cart Caster Selection:: 5" Balloon Wheel Exterior Color Pkg:: White Fiesta-BK-Warm Gray Electrical/Tray: Power Switch/Tray (Yoga 11e devices less than 45 watts)	\$1,174.06	\$1,174.06
8	1	UDT-SDIRC-CARTINST	Laptop Cart Services Include: Inserting Qty 25 Lenovo 11E into each slot Device Slot Sequence Labelling Wire Management of A/C Adapters Shipping Included	\$135.71	\$135.71
9			SubTotal		\$1,309.77
10	REFERENCE: OCPS RFP1508150 Technology Devices & Service				
11	Please make PO payable to United Data Technologies, 8825 NW 21st Terrace, Doral FL. 33172 Office: 305-882-043 / Fax: 305-882-0436 Attention: Manny Castro / manny.castro@udtonline.com Note: Please include phone, fax and contact name for any drop-ship orders.				

Sub Total	\$15,253.77
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$15,253.77

Ask your UDT representative how you can save thousands using Managed Services

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Date: _____

Please write bill to and ship to addresses below if different from quotation.

Order Number: _____



United Data Technologies

United Data Technologies

8825 NW 21 Terrace

Doral, Florida 33172

Tel: (305) 882-0435

Fax: (305) 882-0436

www.udtonline.com

Quotation No

AAAQ40110

Date:

Thursday, December 01, 2016

Quoted by

motter

Tel: 305-882-0435

Fax:

Quote For:

**School District of Indian River County
Brian Bender
6500 57th Street
Vero Beach, FL 32967**

Ship To:

**School District of Indian River County
Brian Bender
6500 57th Street
Vero Beach, FL 32967**

Tel: 772-564-3125

Fax:

Tiffany.mckenzie@india

Terms:

NET30

Quotation No: AAAQ40110 for Brian Bender Tiffany.mckenzie@indianriverschools.org

Line	Qty.	Part Number	Description	Price	Extended Price
1			Pelican Island Elementary School		
2			Lenovo Yoga 11E Gen 3 (touch, 128GB SSD)		
3	24	20G8S08S00	SDIRC Student Lenovo Yoga 11E Think 3 Year Depot or Carry-in Preload Type Standard Image Preload OS Windows 10 Pro 64 Processor Intel Celeron N3150 processor (2MB Cache, up To 2.08GHz) Total memory 4GB PC3-12800 DDR3L SDRAM 1600MHz SODIMM System Unit Intel HD Graphics Security Chip 2 Software TPM & Hardware dTPM TPM Setting Hardware dTPM Enabled Display 11.6" HD (1366x768) IPS Touch Pointing device UltraNav (TrackPoint and TouchPad) without Fingerprint Reader Hard drive 128 GB Solid State Drive, SATA3 WiFi wireless LAN adapters Intel Dual Band Wireless-AC/B/G/N 7265, Bluetooth Version 4.0 Battery 3cell 42Wh AC Adapter and Power Cord 45W AC Adapter - US(2pin) Keyboard Language Keyboard - English Publication Language Publication - English Preload Language Windows 10 Pro 64 English Display Panel 11.6" HD (1366x768) IPS Touch Black	\$504.00	\$12,096.00

Quotation No: AAAQ40110 for Brian Bender Tiffany.mckenzie@indianriverschools.org

Line	Qty.	Part Number	Description	Price	Extended Price
4	24	OTO-SDIRC	UDT Services Services include Asset Management, Etching, Imaging, Initial Onsite Deployment, VPN (SSID load), 3 Year Warranty Ongoing Support Services (Asset Tracking, Management of Spares, Re-imaging of warrantied device(s), Next Class SLA)	\$77.00	\$1,848.00
5			SubTotal		\$13,944.00
6	Laptop Cart				
7	1	55468-ABD	Cloud32 Chromebook Cart Caster Selection:: 5" Balloon Wheel Exterior Color Pkg:: White Fiesta-BK-Warm Gray Electrical/Tray: Power Switch/Tray (Yoga 11e devices less than 45 watts)	\$1,174.06	\$1,174.06
8	1	UDT-SDIRC-CARTINST	Laptop Cart Services Include: Inserting Qty 25 Lenovo 11E into each slot Device Slot Sequence Labelling Wire Management of A/C Adapters Shipping Included	\$135.71	\$135.71
9			SubTotal		\$1,309.77
10	REFERENCE: OCPS RFP1508150 Technology Devices & Service				
11	Please make PO payable to United Data Technologies, 8825 NW 21st Terrace, Doral FL. 33172 Office: 305-882-043 / Fax: 305-882-0436 Attention: Manny Castro / manny.castro@udtonline.com Note: Please include phone, fax and contact name for any drop-ship orders.				

Sub Total	\$15,253.77
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$15,253.77

Ask your UDT representative how you can save thousands using Managed Services

Accepted by: _____

Date: _____

Please write bill to and ship to addresses below if different from quotation.

Order Number: _____



United Data Technologies

United Data Technologies

8825 NW 21 Terrace

Doral, Florida 33172

Tel: (305) 882-0435

Fax: (305) 882-0436

www.udtonline.com

Quotation No

AAAQ40111

Date:

Thursday, December 01, 2016

Quoted by

motter

Tel: 305-882-0435

Fax:

Quote For:

School District of Indian River County
Brian Bender
6500 57th Street
Vero Beach, FL 32967

Ship To:

School District of Indian River County
Brian Bender
6500 57th Street
Vero Beach, FL 32967

Tel: 772-564-3125

Fax:

Tiffany.mckenzie@india

Terms:

NET30

Quotation No: AAAQ40111 for Brian Bender Tiffany.mckenzie@indianriverschools.org

Line	Qty.	Part Number	Description	Price	Extended Price
1		Sebastian Elementary School			
2		Lenovo Yoga 11E Gen 3 (touch, 128GB SSD)			
3	24	20G8S08S00	SDIRC Student Lenovo Yoga 11E Think 3 Year Depot or Carry-in Preload Type Standard Image Preload OS Windows 10 Pro 64 Processor Intel Celeron N3150 processor (2MB Cache, up To 2.08GHz) Total memory 4GB PC3-12800 DDR3L SDRAM 1600MHz SODIMM System Unit Intel HD Graphics Security Chip 2 Software TPM & Hardware dTPM TPM Setting Hardware dTPM Enabled Display 11.6" HD (1366x768) IPS Touch Pointing device UltraNav (TrackPoint and TouchPad) without Fingerprint Reader Hard drive 128 GB Solid State Drive, SATA3 WiFi wireless LAN adapters Intel Dual Band Wireless-AC/B/G/N 7265, Bluetooth Version 4.0 Battery 3cell 42Wh AC Adapter and Power Cord 45W AC Adapter - US(2pin) Keyboard Language Keyboard - English Publication Language Publication - English Preload Language Windows 10 Pro 64 English Display Panel 11.6" HD (1366x768) IPS Touch Black	\$504.00	\$12,096.00

Quotation No: AAAQ40111 for Brian Bender Tiffany.mckenzie@indianriverschools.org

Line	Qty.	Part Number	Description	Price	Extended Price
4	24	OTO-SDIRC	UDT Services Services include Asset Management, Etching, Imaging, Initial Onsite Deployment, VPN (SSID load), 3 Year Warranty Ongoing Support Services (Asset Tracking, Management of Spares, Re-imaging of warrantied device(s), Next Class SLA)	\$77.00	\$1,848.00
5			SubTotal		\$13,944.00
6	Laptop Cart				
7	1	55468-ABD	Cloud32 Chromebook Cart Caster Selection:: 5" Balloon Wheel Exterior Color Pkg:: White Fiesta-BK-Warm Gray Electrical/Tray: Power Switch/Tray (Yoga 11e devices less than 45 watts)	\$1,174.06	\$1,174.06
8	1	UDT-SDIRC-CARTINST	Laptop Cart Services Include: Inserting Qty 25 Lenovo 11E into each slot Device Slot Sequence Labelling Wire Management of A/C Adapters Shipping Included	\$135.71	\$135.71
9			SubTotal		\$1,309.77
10	REFERENCE: OCPS RFP1508150 Technology Devices & Service				
11	Please make PO payable to United Data Technologies, 8825 NW 21st Terrace, Doral FL. 33172 Office: 305-882-043 / Fax: 305-882-0436 Attention: Manny Castro / manny.castro@udtonline.com Note: Please include phone, fax and contact name for any drop-ship orders.				

Sub Total	\$15,253.77
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$15,253.77

Ask your UDT representative how you can save thousands using Managed Services

Accepted by: _____

Date: _____

Please write bill to and ship to addresses below if different from quotation.

Order Number: _____



United Data Technologies

United Data Technologies

8825 NW 21 Terrace

Doral, Florida 33172

Tel: (305) 882-0435

Fax: (305) 882-0436

www.udtonline.com

Quotation No

AAAQ40112

Date:

Thursday, December 01, 2016

Quoted by

motter

Tel: 305-882-0435

Fax:

Quote For:

School District of Indian River County
Brian Bender
6500 57th Street
Vero Beach, FL 32967

Ship To:

School District of Indian River County
Brian Bender
6500 57th Street
Vero Beach, FL 32967

Tel: 772-564-3125

Fax:

Tiffany.mckenzie@india

Terms:

NET30

Quotation No: AAAQ40112 for Brian Bender Tiffany.mckenzie@indianriverschools.org

Line	Qty.	Part Number	Description	Price	Extended Price
1			Treasure Coast Elementary School		
2			Lenovo Yoga 11E Gen 3 (touch, 128GB SSD)		
3	48	20G8S08S00	SDIRC Student Lenovo Yoga 11E Think 3 Year Depot or Carry-in Preload Type Standard Image Preload OS Windows 10 Pro 64 Processor Intel Celeron N3150 processor (2MB Cache, up To 2.08GHz) Total memory 4GB PC3-12800 DDR3L SDRAM 1600MHz SODIMM System Unit Intel HD Graphics Security Chip 2 Software TPM & Hardware dTPM TPM Setting Hardware dTPM Enabled Display 11.6" HD (1366x768) IPS Touch Pointing device UltraNav (TrackPoint and TouchPad) without Fingerprint Reader Hard drive 128 GB Solid State Drive, SATA3 WiFi wireless LAN adapters Intel Dual Band Wireless-AC/B/G/N 7265, Bluetooth Version 4.0 Battery 3cell 42Wh AC Adapter and Power Cord 45W AC Adapter - US(2pin) Keyboard Language Keyboard - English Publication Language Publication - English Preload Language Windows 10 Pro 64 English Display Panel 11.6" HD (1366x768) IPS Touch Black	\$504.00	\$24,192.00

Quotation No: AAAQ40112 for Brian Bender Tiffany.mckenzie@indianriverschools.org

Line	Qty.	Part Number	Description	Price	Extended Price
4	48	OTO-SDIRC	UDT Services Services include Asset Management, Etching, Imaging, Initial Onsite Deployment, VPN (SSID load), 3 Year Warranty Ongoing Support Services (Asset Tracking, Management of Spares, Re-imaging of warrantied device(s), Next Class SLA)	\$77.00	\$3,696.00
5			SubTotal		\$27,888.00
6			Laptop Cart		
7	2	55468-ABD	Cloud32 Chromebook Cart Caster Selection:: 5" Balloon Wheel Exterior Color Pkg:: White Fiesta-BK-Warm Gray Electrical/Tray: Power Switch/Tray (Yoga 11e devices less than 45 watts)	\$1,174.06	\$2,348.12
8	2	UDT-SDIRC-CARTINST	Laptop Cart Services Include: Inserting Qty 25 Lenovo 11E into each slot Device Slot Sequence Labelling Wire Management of A/C Adapters Shipping Included	\$135.71	\$271.42
9			SubTotal		\$2,619.54
10			REFERENCE: OCPS RFP1508150 Technology Devices & Service		
11			Please make PO payable to United Data Technologies, 8825 NW 21st Terrace, Doral FL. 33172 Office: 305-882-043 / Fax: 305-882-0436 Attention: Manny Castro / manny.castro@udtonline.com Note: Please include phone, fax and contact name for any drop-ship orders.		

Sub Total	\$30,507.54
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$30,507.54

Ask your UDT representative how you can save thousands using Managed Services

Accepted by: _____

Date: _____

Please write bill to and ship to addresses below if different from quotation.

Order Number: _____



United Data Technologies

United Data Technologies

8825 NW 21 Terrace

Doral, Florida 33172

Tel: (305) 882-0435

Fax: (305) 882-0436

www.udtonline.com

Quotation No

AAAQ40113

Date:

Thursday, December 01, 2016

Quoted by

motter

Tel: 305-882-0435

Fax:

Quote For:

School District of Indian River County
Brian Bender
6500 57th Street
Vero Beach, FL 32967

Ship To:

School District of Indian River County
Brian Bender
6500 57th Street
Vero Beach, FL 32967

Tel: 772-564-3125

Fax:

Tiffany.mckenzie@india

Terms:

NET30

Quotation No: AAAQ40113 for Brian Bender Tiffany.mckenzie@indianriverschools.org

Line	Qty.	Part Number	Description	Price	Extended Price
1			Citrus Elementary School		
2			Lenovo Yoga 11E Gen 3 (touch, 128GB SSD)		
3	48	20G8S08S00	SDIRC Student Lenovo Yoga 11E Think 3 Year Depot or Carry-in Preload Type Standard Image Preload OS Windows 10 Pro 64 Processor Intel Celeron N3150 processor (2MB Cache, up To 2.08GHz) Total memory 4GB PC3-12800 DDR3L SDRAM 1600MHz SODIMM System Unit Intel HD Graphics Security Chip 2 Software TPM & Hardware dTPM TPM Setting Hardware dTPM Enabled Display 11.6" HD (1366x768) IPS Touch Pointing device UltraNav (TrackPoint and TouchPad) without Fingerprint Reader Hard drive 128 GB Solid State Drive, SATA3 WiFi wireless LAN adapters Intel Dual Band Wireless-AC/B/G/N 7265, Bluetooth Version 4.0 Battery 3cell 42Wh AC Adapter and Power Cord 45W AC Adapter - US(2pin) Keyboard Language Keyboard - English Publication Language Publication - English Preload Language Windows 10 Pro 64 English Display Panel 11.6" HD (1366x768) IPS Touch Black	\$504.00	\$24,192.00

Quotation No: AAAQ40113 for Brian Bender Tiffany.mckenzie@indianriverschools.org

Line	Qty.	Part Number	Description	Price	Extended Price
4	48	OTO-SDIRC	UDT Services Services include Asset Management, Etching, Imaging, Initial Onsite Deployment, VPN (SSID load), 3 Year Warranty Ongoing Support Services (Asset Tracking, Management of Spares, Re-imaging of warranted device(s), Next Class SLA)	\$77.00	\$3,696.00
5			SubTotal		\$27,888.00
6	Laptop Cart				
7	2	55468-ABD	Cloud32 Chromebook Cart Caster Selection:: 5" Balloon Wheel Exterior Color Pkg:: White Fiesta-BK-Warm Gray Electrical/Tray: Power Switch/Tray (Yoga 11e devices less than 45 watts)	\$1,174.06	\$2,348.12
8	2	UDT-SDIRC-CARTINST	Laptop Cart Services Include: Inserting Qty 25 Lenovo 11E into each slot Device Slot Sequence Labelling Wire Management of A/C Adapters Shipping Included	\$135.71	\$271.42
9			SubTotal		\$2,619.54
10	REFERENCE: OCPS RFP1508150 Technology Devices & Service				
11	Please make PO payable to United Data Technologies, 8825 NW 21st Terrace, Doral FL. 33172 Office: 305-882-043 / Fax: 305-882-0436 Attention: Manny Castro / manny.castro@udtonline.com Note: Please include phone, fax and contact name for any drop-ship orders.				

Sub Total	\$30,507.54
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$30,507.54

Ask your UDT representative how you can save thousands using Managed Services

Accepted by: _____

Date: _____

Please write bill to and ship to addresses below if different from quotation.

Order Number: _____



United Data Technologies

United Data Technologies

8825 NW 21 Terrace

Doral, Florida 33172

Tel: (305) 882-0435

Fax: (305) 882-0436

www.udtonline.com

Quotation No

AAAQ40114

Date:

Thursday, December 01, 2016

Quoted by

motter

Tel: 305-882-0435

Fax:

Quote For:

School District of Indian River County
Brian Bender
6500 57th Street
Vero Beach, FL 32967

Ship To:

School District of Indian River County
Brian Bender
6500 57th Street
Vero Beach, FL 32967

Tel: 772-564-3125

Fax:

Tiffany.mckenzie@india

Terms:

NET30

Quotation No: AAAQ40114 for Brian Bender Tiffany.mckenzie@indianriverschools.org

Line	Qty.	Part Number	Description	Price	Extended Price
1		Vero Beach Elementary School			
2		Lenovo Yoga 11E Gen 3 (touch, 128GB SSD)			
3	48	20G8S08S00	SDIRC Student Lenovo Yoga 11E Think 3 Year Depot or Carry-In Preload Type Standard Image Preload OS Windows 10 Pro 64 Processor Intel Celeron N3150 processor (2MB Cache, up To 2.08GHz) Total memory 4GB PC3-12800 DDR3L SDRAM 1600MHz SODIMM System Unit Intel HD Graphics Security Chip 2 Software TPM & Hardware dTPM TPM Setting Hardware dTPM Enabled Display 11.6" HD (1366x768) IPS Touch Pointing device UltraNav (TrackPoint and TouchPad) without Fingerprint Reader Hard drive 128 GB Solid State Drive, SATA3 WiFi wireless LAN adapters Intel Dual Band Wireless-AC/B/G/N 7265, Bluetooth Version 4.0 Battery 3cell 42Wh AC Adapter and Power Cord 45W AC Adapter - US(2pin) Keyboard Language Keyboard - English Publication Language Publication - English Preload Language Windows 10 Pro 64 English Display Panel 11.6" HD (1366x768) IPS Touch Black	\$504.00	\$24,192.00

Quotation No: AAAQ40114 for Brian Bender Tiffany.mckenzie@indianriverschools.org

Line	Qty.	Part Number	Description	Price	Extended Price
4	48	OTO-SDIRC	UDT Services Services include Asset Management, Etching, Imaging, Initial Onsite Deployment, VPN (SSID load), 3 Year Warranty Ongoing Support Services (Asset Tracking, Management of Spares, Re-imaging of warrantied device(s), Next Class SLA)	\$77.00	\$3,696.00
5			SubTotal		\$27,888.00
6	Laptop Cart				
7	2	55468-ABD	Cloud32 Chromebook Cart Caster Selection:: 5" Balloon Wheel Exterior Color Pkg:: White Fiesta-BK-Warm Gray Electrical/Tray: Power Switch/Tray (Yoga 11e devices less than 45 watts)	\$1,174.06	\$2,348.12
8	2	UDT-SDIRC-CARTINST	Laptop Cart Services Include: Inserting Qty 25 Lenovo 11E into each slot Device Slot Sequence Labelling Wire Management of A/C Adapters Shipping Included	\$135.71	\$271.42
9			SubTotal		\$2,619.54
10	REFERENCE: OCPS RFP1508150 Technology Devices & Service				
11	Please make PO payable to United Data Technologies, 8825 NW 21st Terrace, Doral FL. 33172 Office: 305-882-043 / Fax: 305-882-0436 Attention: Manny Castro / manny.castro@udtonline.com Note: Please include phone, fax and contact name for any drop-ship orders.				

Sub Total	\$30,507.54
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$30,507.54

Ask your UDT representative how you can save thousands using Managed Services

Accepted by: _____

Date: _____

Please write bill to and ship to addresses below if different from quotation.

Order Number: _____



**ADDENDUM TO 2009 CONTRACT BETWEEN
SENIOR RESOURCE ASSOCIATION, INC.
AND THE
SCHOOL BOARD OF INDIAN RIVER COUNTY
FOR FOOD SERVICES**

THIS ADDENDUM is entered into between the **Senior Resource Association, Inc.**, having its principal place of business located at 694 14th Street, Vero Beach, Florida, 32960 ("SRA"), and the **School Board of Indian River County**, located at 6500 57th Street, Vero Beach, FL 32967 ("PROVIDER"), based on the **AGREEMENT BY AND BETWEEN SENIOR RESOURCE ASSOCIATION, INC. AND SCHOOL BOARD OF INDIAN RIVER COUNTY FOR FOOD SERVICES** executed on December 18, 2008 for the period commencing on January 1, 2009, and ending on December 31, 2009.

The provisions set forth in the 2009 Agreement will remain the same, and include updates contained in the previous addendums, with the exception of the following.

3.1 The Provider will provide congregate, hot meals for delivery and frozen meals at a price of \$3.91 per meal.

This Addendum covers the period of **January 1, 2017** through **June 30, 2017**.

In Witness Whereof, the parties hereto have caused this agreement to be executed by their duly authorized officers.

**SENIOR RESOURCE ASSOCIATION,
INC.**

BY: 

NAME: Karen B. Rose Deigl

TITLE: President/CEO

DATE: 12/8/16

**SCHOOL BOARD OF INDIAN RIVER
COUNTY**

BY: _____

NAME: _____

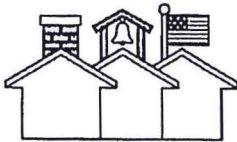
TITLE: _____

ATTEST BY: _____

TITLE: _____

DATE: _____

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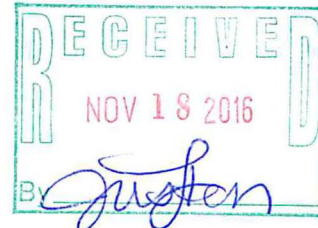
School District of Indian River County

6500 57th Street • Vero Beach, Florida, 32967 • Telephone: 772-564-3000 • Fax: 772-564-3054

Mark J. Rendell, Ed.D. - Superintendent

Purchasing Department

6055 62nd Avenue
Vero Beach, FL 32967
Telephone: 772-564-5045 Fax: 772-564-5048



September 1, 2016

Aon Consulting, Inc. operating as Aon Hewitt
Attn: Jeff Jinks, Vice President
7650 W. Courtney Campbell Causeway, Suite 1000
Tampa, FL 33607

Re: SDIRC RFP #2016-07 Employee Health and Wellness Benefits Consultant – Renewal 1 of 2

Dear Mr. Jinks:

SDIRC #2016-07 provided for a renewal of this contract on the anniversary date for an additional one year period. This renewal is subject to Board approval. All terms and conditions will continue as stated in the associated agreement.

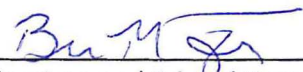
Please check the appropriate box and sign below. Return this original form to the Purchasing Department, 6055 62nd Avenue, Vero Beach, FL 32967 no later than September 20, 2016.

If you have any questions please do not hesitate to call my office at (772) 564-5050.

Sincerely,


Jeff Carver, CPPO
Director of Purchasing

☒ Yes ☐ No We agree to renew this contract from December 9, 2016 through December 8, 2017

 Brian M. Fern, VP-Legal 10/28/16
Signature and Printed Name and Title - Aon Consulting, Inc. operating as Aon Hewitt Date

Chairman, School Board of Indian River County FL

Date

Board Approval Date: _____

"Educate and inspire every student to be successful"

Shawn R. Frost
District 1

Dale Simchick
District 2

Matthew McCain
District 3

Charles G. Searcy
District 4

Claudia Jiménez
District 5

"To serve all students with excellence"
Equal Opportunity Educator and Employer

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School District of Indian River County



SDIRC 04-0-2017JC GMP Submittal

Vero Beach High School Citrus Bowl Phased Renovations



December 1, 2016



**SDIRC 04-0-2017JC
VERO BEACH HIGH SCHOOL
CITRUS BOWL PHASED RENOVATIONS**

Guaranteed Maximum Price – Construction Management at Risk
GMP Submittal
Proctor Construction
2050 US Highway 1 – Suite 200
Vero Beach, Florida 32960

Table of Contents

- 1) GMP Summary
- 2) Construction Staffing Cost Breakdown
- 3) GMP Construction Schedule
- 4) Assumptions and Clarifications
- 5) Permit Set Drawing Log
- 6) Permit Set Specifications Log



Proctor Construction Company, LLC
December 1, 2016
Vero Beach High School Citrus Bowl Phased
Renovations

		Cost
1	Procurement and Contracting Requirements	\$ 2,810
2	Existing Conditions	\$ 66,710
3	Concrete	\$ 325,020
4	Masonry	\$ 141,343
5	Metals	\$ 91,900
6	Wood Plastics and Composites	\$ 5,000
7	Thermal and Moisture Protection	\$ 134,050
8	Openings	\$ 70,773
9	Finishes	\$ 190,282
10	Specialties	\$ 138,598
11	Equipment	\$ 1,000
12	Furnishings	\$ 5,000
13	Special Construction	\$ -
14	Conveying Systems	\$ 65,328
21	Fire Suppression	\$ 22,083
22	Plumbing	\$ 198,720
23	Heating Ventilation & Air Conditioning	\$ 230,950
25	Integrated Automation	\$ -
26	Electrical	\$ 275,000
27	Technology	\$ 10,000
28	Security	\$ 43,300
31	Earthwork	\$ 24,660
32	Exterior Improvements	\$ 255,689
33	Utilities	\$ 269,284
Subtotal Direct Cost		\$ 2,567,499
	Contingency - Construction	\$ 50,000.00
	General Conditions	\$ 163,329
	Preconstruction Phase	\$ 65,000
	Construction Phase Fee	\$ 398,831
	Insurance	\$ 18,101
	P&P Bond	\$ 27,922
	OH&P	\$ 118,185
	Potential Tax Savings	\$ (10,425)
Total Project Cost		\$ 3,398,443



Construction Staffing Cost Breakdown

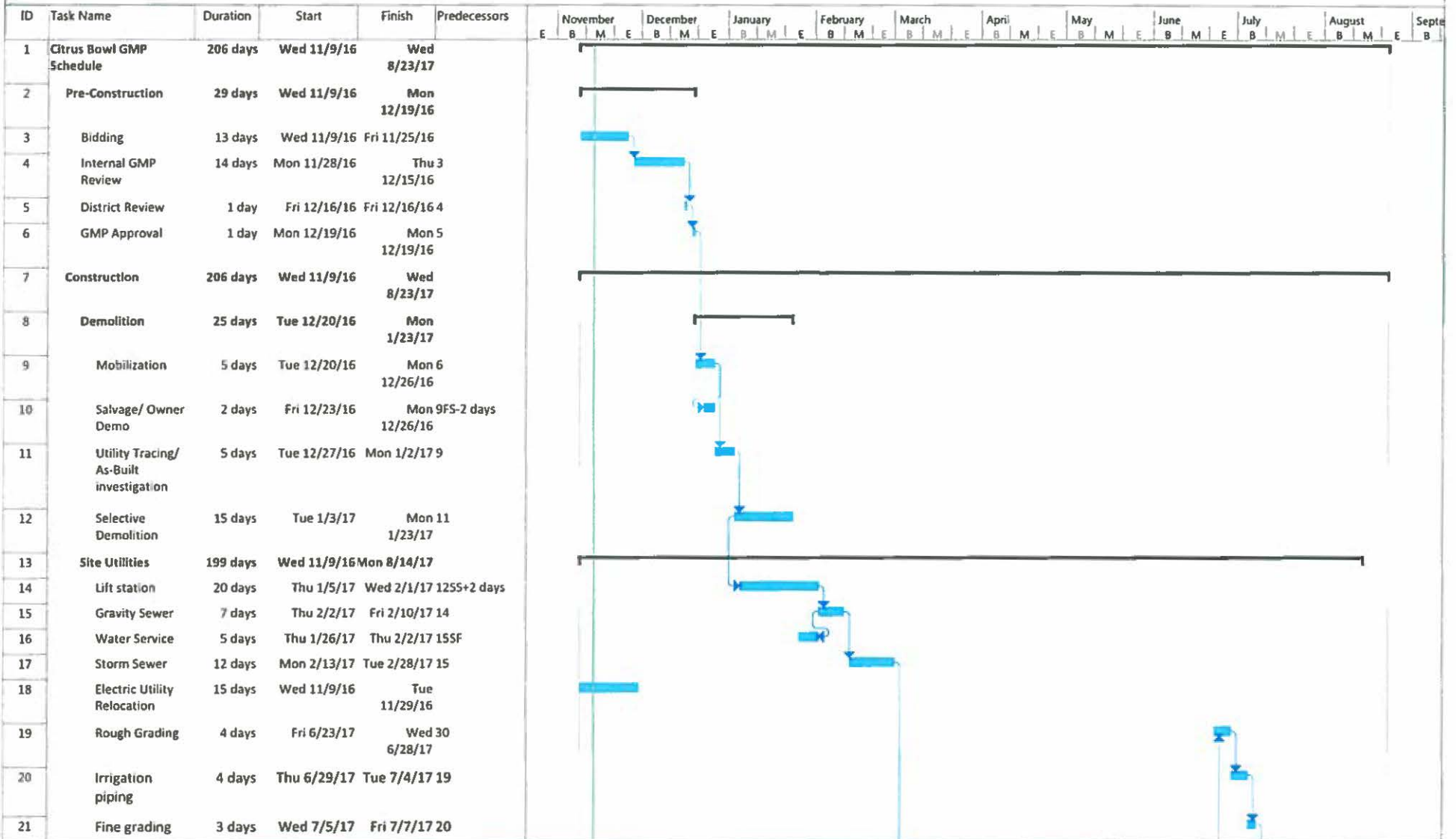
VBHS Citrus Bowl Project




















Project Duration 38 Weeks

Name/ Title of Staff	% of Time	Hours/Wk	Rate/Hour	Duration (Weeks)	Total Rate
Project Director - Michael McCabe	44%	40	\$98.00	38 \$	65,542
Project Manager - Nick McCabe	85%	40	\$70.00	38 \$	90,440
PE/Admin - Pat-Sturgis	85%	40	\$68.57	38 \$	88,592
Superintendent - Chad Westenberg	90%	40	\$86.60	38 \$	118,469
Asst. Superintendent - Randy Liscomb	35%	40	\$67.27	38 \$	35,788
Total					\$398,831

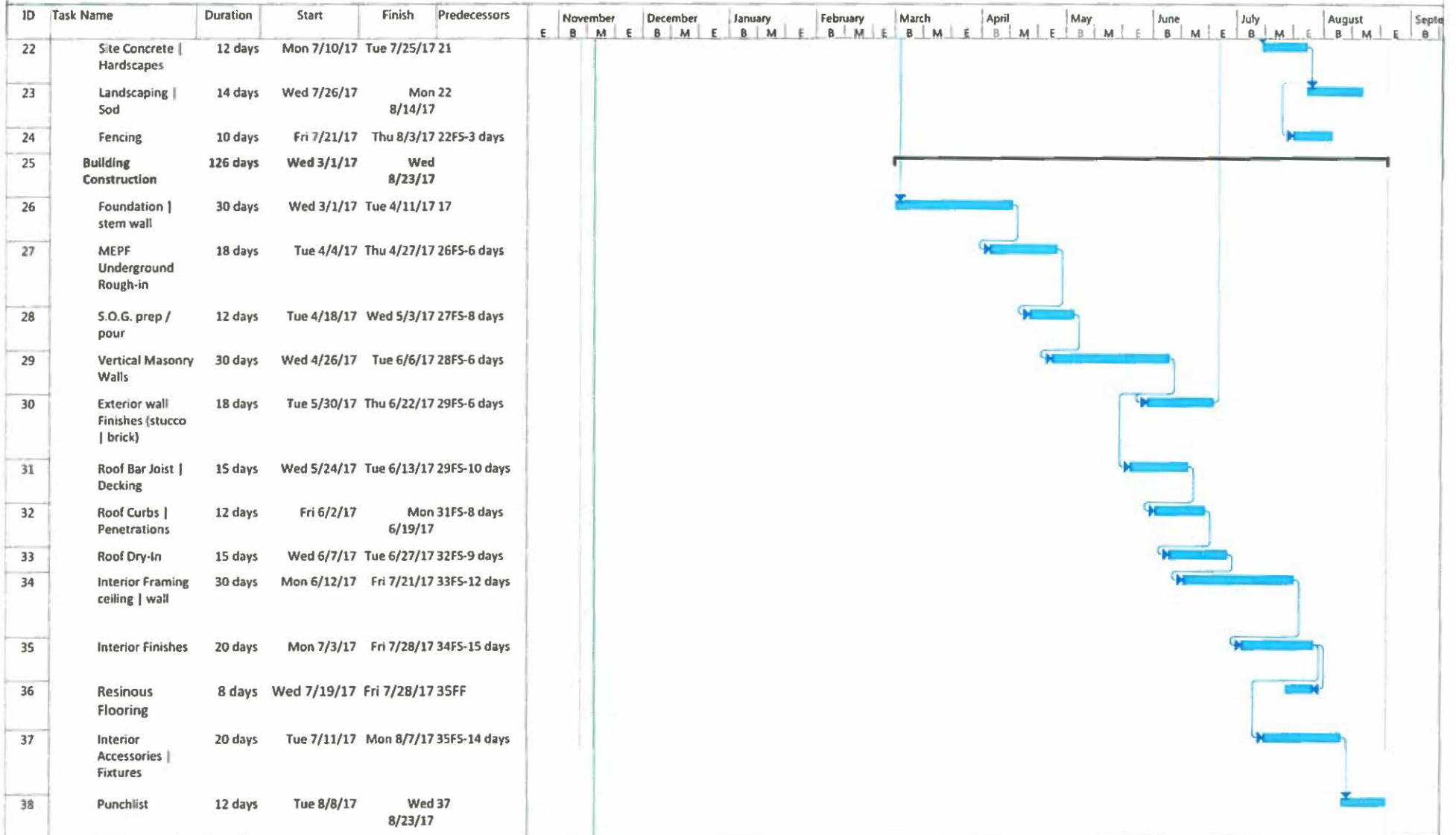
\$398,831




















SDIRC
Citrus Bowl
Locker Room & Restrooms



Project: 11-14-2016 GMP Schedule Date: Mon 11/14/16	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

SDIRC
Citrus Bowl
Locker Room & Restrooms



Project: 11-14-2016 GMP Schedule Date: Mon 11/14/16	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			



SDIRC 04-0-2017JC
Vero Beach High School Citrus Bowl Phased Renovations

Assumptions & Clarifications
December 1, 2016

General

- 1 We include a payment and performance bond.
- 2 We DO NOT include any impact or utility connection fees.
- 3 We DO NOT include any governmental fees of any kind.
- 4 We DO NOT include building permit fees
- 5 We DO NOT include Builder's Risk Insurance. Proctor Construction will obtain Builder's Risk Insurance proposals on the Owner's behalf. The Owner shall be named the primary insured party with Proctor Construction also listed as a named insured.
- 6 All Builder's Risk Insurance deductibles are payable by the Owner.
- 7 The Builder's Risk Insurance to be in effect from the Date Of Commencement until final Certificate Of Occupancy.
- 8 We DO NOT include hazardous materials inspection, testing, removals or abatement.
- 9 We DO NOT include the services of a Threshold Inspector
- 10 We DO NOT include the services of a Private Provider for permit document review.
- 11 We DO NOT include the services of an independent testing agency for testing concrete, soil compaction, grouting, steel construction, etc.
- 12 At least on a quarterly basis during the project time the Owner shall provide updated and clouded design drawings of full size incorporating all sketches and all design clarifications.
- 13 We DO NOT include any work related to the Environmental Goals, Green Globe or Green Building requirements noted in Specification 01 11 00.

- 14 We DO NOT include As Built Documents in CAD format.
- 15 The breakdown of the GMP has been provided for reference only. The line items are estimates only, final values will be provide when final scopes and subcontracts are determined.
- 16 We include Addendum #1 dated 11-15-16

Procurement and Contracting Requirements

- 1 We DO NOT include impact fees or utility fees or charges, offsite connections, sewer connection fees, water tap fees, water meters or water meter fees, electrical fees, telephone fees, cable fees and natural or propane gas fees that may be required by loc

Existing Conditions

- 1 We DO NOT include removal and stocking of the existing pavers. These will be removed and discarded.
- 2 We DO NOT include any work related to the existng irrigation system. We also DO NOT include any new irrigation.
- 3 We DO NOT include any temporary power to maintain any services related to the south grandstand or press box.

Concrete

- 1 We DO NOT include any LEED related items or certifications.
- 2 We DO NOT include materials extracted or harvested within a 500 mile radius from project site, or guaranteed recycled content materials.
- 3 We DO NOT include 100% recycled content for rebar, wire mesh, and steel wire.
- 4 We DO NOT include any Fibrous Reinforcing
- 5 We DO NOT include any stained concrete
- 6 We DO NOT include any epoxy coated or MMFX reinforcing steel.

Masonry

- 1 We DO NOT include the installation of Brick Masonry including Utility face brick, waterproofing and row lock sill
- 2 We DO NOT include any LEED related items or certifications.
- 3 We DO NOT include materials extracted or harvested within a 500 mile radius from project site, or guaranteed recycled content materials.

- 4 We DO NOT include reuse of existing brick at existing building
- 5 We DO NOT include any mock ups. When a representative sample of work is complete it can be reviewed.
- 6 We DO NOT include 04 20 00 3.14B " Permit mortar to cure 7 days before placing grout".
- 7 We DO NO include 04 21 13 2.7a compressible filler.

Metals

- 1 We DO NOT include any LEED related items or certifications.
- 2 We DO NOT include materials extracted or harvested within a 500 mile radius from project site, or guaranteed recycled content materials.
- 3 We DO NOT include 05 40 00 1.8 Mock Up.

Wood

- 1 We DO NOT include requirements for Certified Wood .

Thermal & Moisture Protection

- 1 We DO NOT include any work related to Specification 07 21 13 Rigid Insulation. No work is shown.
- 2 We DO NOT include Exansion Joint Covers or compressible filler. The details for this type of system were not found in the documents.

Doors & Windows

- 1 We DO NOT include requirements for Recycled Content, Local/ Regional Materials or Bio Based materials noted in specifications.
- 2 We DO NOT include Series 3000 fixed windows. We include windows fabricated from YKK YHS 50 system.
- 3 We DO NOT include any Recycled Content or Local/ Regional Materials.

Finishes

- 1 We DO NOT include requirements for Recycled Content, Local/ Regional Materials or Bio Based materials noted in specifications.
- 2 We DO NOT include any mock ups. When a representative samle of work is complete it can be reviewed.

- 3 We DO NOT include any repainting of the existing stadium structure, concourse area, concession stand, etc unless specifically noted.

Specialties

- 1 We DO NOT include requirements for Recycled Content, Local/ Regional Materials or Bio Based materials noted in specifications.

Equipment

- 1 We DO NOT include requirements for Recycled Content, Local/ Regional Materials or Bio Based materials noted in specifications.
- 2 We do NOT include parking control equipment
- 3 We do NOT include projection screens

Furnishings

- 1 We DO NOT include requirements for Recycled Content, Local/ Regional Materials or Bio Based materials noted in specifications.
- 2 We do NOT include window treatments.
- 3 We do NOT include loose furniture or furnishings.
- 4 We do NOT include site furnishings
- 5 We do NOT include Healthcare casework unless specifically detailed in the documents as built in.
- 6 We do NOT include Roller Window Shades
- 7 We do NOT include Horizontal Louver Blinds

Special Construction

- 1 We do NOT include Division 13 Special Construction.

Conveying Equipment

- 1 We DO NOT include requirements for Recycled Content, Local/ Regional Materials or Bio Based materials noted in specifications.

Plumbing

- 1 We DO NOT include requirements for Recycled Content, Local/ Regional Materials or Bio Based materials noted in specifications.

Fire Protection

- 1 We DO NOT include requirements for Recycled Content, Local/ Regional Materials or Bio Based materials noted in specifications.

HVAC

- 1 We DO NOT include requirements for Recycled Content, Local/ Regional Materials or Bio Based materials noted in specifications.
- 2 We DO NOT include any Mechanical equipment or Ductwork in Bldg 2 Women's Restroom or Bldg 3 Men's Restroom.

Electrical

- 1 We do not include the cost of temporary electric consumption charges from project start up to the point in time when the permanent electric power is available in the building.
- 2 We do not include telephone or data cabling, wall outlets or related equipment
- 3 We do NOT include data, phone or computer wiring or equipment.
- 4 We DO NOT include requirements for Recycled Content, Local/ Regional Materials or Bio Based materials noted in specifications.
- 5 We DO NOT include general note sheet E-1 for contractor to hire a comisioning agent.

Technology

- 1 We have included a \$10,000 ALLOWANCE for all work related to Division 27.

Earthwork

- 1 We DO NOT include requirements for Recycled Content, Local/ Regional Materials or Bio Based materials noted in specifications.

Exterior Improvements

- 1 We DO NOT include requirements for Recycled Content, Local/ Regional Materials or Bio Based materials noted in specifications.

Sheet #	Title	Date
COV.1	Cover Sheet	11/01/2016
C-1	Paving, Grading, & Drainage Plan	11/01/2016
C-2	Concrete Pavement Jointing Plan (Under Stadium Bleachers)	11/01/2016
C-3	Water and Sanitary Sewer Plan	11/01/2016
C-4	Water Details	11/01/2016
C-5	Miscellaneous Details and Notes	11/01/2016
C-6	Private Lift Station Details 1	11/01/2016
C-7	Private Lift Station Details 2	11/01/2016
G1.0	Overall Site Plan	11/01/2016
G1.1	Site Plan	11/01/2016
G1.2	Site Plan	11/01/2016
G1.3	Site Plan	11/01/2016
AD1.1	Demolition Site Plan	11/01/2016
AD1.2	Demolition Site Plan	11/01/2016
AD1.3	Demolition Floor Plan	11/01/2016
A1.1	Floor Plans	11/01/2016
A1.2	Wall Types, Finish, and Door Schedules	11/01/2016
A2.1	Roof Plans and Details	11/01/2016
A3.1	North and East Elevations	11/01/2016
A3.2	South and West Elevations	11/01/2016
A4.1	Life Safety Plans/Building Sections	11/01/2016
A5.1	Wall Sections	11/01/2016
A5.2	Wall Sections	11/01/2016
A6.1	Door & Window Details	11/01/2016
A8.1	Equipment Plans & Locker Bench Details	11/01/2016
A9.1	Ceiling Plans and Details	11/01/2016
S-1	Site Location Plan, Design Criteria, Component & Cladding Pressures & General Notes	11/01/2016
S-2	Varsity Locker Room & Women's Restroom Foundation and Roof Framing Plans	11/01/2016
S-3	Men's Restroom and Visitors Locker Room Foundation and Roof Framing Plans	11/01/2016
S-4	Sections, Details, & Schedules	11/01/2016
M-1	Legend, Schedule, & General Notes	11/01/2016
M-2	Mechanical Schedules	11/01/2016
M-3	HVAC Demolition	11/01/2016
M-4	Partial HVAC Floor Plan - New Work	11/01/2016
M-5	Partial HVAC Floor Plan - New Work	11/01/2016
M-6	Partial HVAC Floor Plan - New Work	11/01/2016
M-7	Partial HVAC Floor Plan - New Work	11/01/2016
M-8	HVAC Roof Plan	11/01/2016
M-9	Mechanical Details	11/01/2016
M-10	Mechanical Controls	11/01/2016
E-1	Notes and Legend	11/01/2016
E-2	Site Plans and Enlarged Planters	11/01/2016
E-3	Enlarged Site Plans - Demolition and New Work	11/01/2016
E-4	Lighting Plan - New Work	11/01/2016
E-5	Power and Systems Plan - New Work	11/01/2016

E-6	Roof Plan - New Work	11/01/2016
E-7	One-Line Diagram - Main Distribution	11/01/2016
E-8	Rider Diagrams and Details	11/01/2016
E-9	Panelboard Schedules	11/01/2016
E-10	Panelboard Schedules	11/01/2016
E-11	Schedules	11/01/2016
E-12	Details	11/01/2016
E-13	Details	11/01/2016
P-1	Legend, Schedules, and Notes	11/01/2016
P-2	Plumbing Plan - Sanitary - Demolition	11/01/2016
P-3	Plumbing Plan - Water- Demolition	11/01/2016
P-4	Plumbing Plan - Sanitary - New Work	11/01/2016
P-5	Plumbing Plan - Water - New Work	11/01/2016
P-6	Roof Plan	11/01/2016
P-7	Riser Diagrams	11/01/2016
P-8	Riser Diagrams	11/01/2016
P-9	Details	11/01/2016

Section	Title	Date
01 11 00	Summary of Work/ Contractor Conduct	10/26/2016
01 29 73	Schedule of Values	10/26/2016
01 31 00	Project Management and Coordination	10/26/2016
01 33 00	Submittals Procedures	10/26/2016
01 40 00	Quality Control	10/26/2016
01 41 00	Regulatory Requirements	10/26/2016
01 45 00	Testing Laboratory Services	10/26/2016
01 50 00	Temporary Facilities and Controls	10/26/2016
01 57 00	Temporary Controls	10/26/2016
01 60 00	Product Requirements	10/26/2016
01 72 29	Cutting and Patching	10/26/2016
01 74 23	Construction Cleaning	10/26/2016
01 75 00	Starting and Adjusting Systems	10/26/2016
01 77 00	Contract Closeout	10/26/2016
01 78 23	Operation and Maintenance Data	10/26/2016
01 78 36	Warranties	10/26/2016
02 41 16	Structure Demolition	10/26/2016
02 41 19	Selective Demolition	10/26/2016
03 11 00	Concrete Formwork	10/26/2016
03 20 00	Concrete Reinforcement	10/26/2016
03 24 00	Fibrous Reinforcing	10/26/2016
03 30 00	Cast-In-Place Concrete	10/26/2016
03 35 00	Concrete Floor Finishing	10/26/2016
03 41 00	Structural Precast Concrete	10/26/2016
04 05 13	Masonry Mortar and Grout	10/26/2016
04 20 00	Masonry Unit	10/26/2016
04 20 10	Reinforced Masonry Unit	10/26/2016
04 21 13	Brick Masonry	10/26/2016
05 12 00	Structural Steel	10/26/2016
05 21 00	Steel Joists and Joist Girders	10/26/2016
05 31 00	Steel Deck	10/26/2016
05 40 00	Cold Formed Metal Framing	10/26/2016
05 50 00	Metal Fabrications	10/26/2016
05 52 00	Metal Railings	10/26/2016
06 10 11	Rough Carpentry	10/26/2016
07 11 13	Bituminous Damproofing	10/26/2016
07 14 00	Fluid Applied Waterproofing	10/26/2016
07 21 13	Rigid Polyisocyanurate Board Insulation	10/26/2016
07 21 40	Foamed In Place Masonry Wall Insulation	10/26/2016
07 26 00	Vapor Retarders	10/26/2016
07 52 00	Modified Bitumen Membrane Roofing	10/26/2016
07 60 00	Flashing & Other Accessories	10/26/2016
07 84 00	Firestop Systems	10/26/2016
07 92 00	Joint Sealants	10/26/2016
08 11 00	Metal Doors and Frames	10/26/2016
08 14 00	Solid Core Wood Doors	10/26/2016
08 31 00	Access Doors & Frames	10/26/2016
08 51 13	Aluminum Windows	10/26/2016

08 71 00	Door Hardware	10/26/2016
08 80 00	Glazing	10/26/2016
09 22 16	Non-Structural Metal Stud Framing	10/26/2016
09 24 00	Portland Cement Plaster	10/26/2016
09 29 00	Gypsum Board System	10/26/2016
09 30 13	Ceramic Tile	10/26/2016
09 67 60	Resinous Flooring	10/26/2016
09 91 13	Exterior Painting	10/26/2016
09 91 23	Interior Painting	10/26/2016
10 14 00	Signage	10/26/2016
10 21 00	Toilet Compartments and Cubicles	10/26/2016
10 28 00	Toilet Accessories	10/26/2016
10 44 00	Fire Protection Specialties	10/26/2016
10 51 10	Athletic Lockers	10/26/2016
12 48 13	Entrance Floor Mats	10/26/2016
14 24 23	Hydraulic Elevator - Passenger	10/26/2016
21 00 00	Fire Suppression	10/26/2016
22 00 00	Plumbing Systems	10/26/2016
22 05 29	Hangers and Supports for Plumbing Piping	10/26/2016
22 05 53	Identification for Plumbing Piping and Equipment	10/26/2016
22 07 19	Plumbing Piping Insulation	10/26/2016
22 10 00	Plumbing Piping	10/26/2016
22 11 00	Potable Water Systems	10/26/2016
22 13 00	Soil and Waste Systems	10/26/2016
22 14 00	Storm Water Systems	10/26/2016
22 20 00	Plumbing Specialties	10/26/2016
22 40 00	Plumbing Fixtures and Accessories	10/26/2016
23 05 00	Basic Mechanical Requirements	10/26/2016
23 05 13	Motors	10/26/2016
23 05 19	Liquid and Air Flow Meters, Gages, and Thermometers	10/26/2016
23 05 29	Supports, Bases, and Anchors	10/26/2016
23 05 48	Vibration Isolation	10/26/2016
23 05 53	Mechanical Identification	10/26/2016
23 05 93	Tab of HVAC Systems	10/26/2016
23 07 13	Ductwork Insulation	10/26/2016
23 07 16	Equipment Insulation	10/26/2016
23 08 00	Start-Up Requirements for HVAC Systems	10/26/2016
23 09 00	HVAC Instrumentation and Controls	10/26/2016
23 23 00	Refrigeration Piping and Specialties	10/26/2016
23 31 00	Ductwork	10/26/2016
23 33 00	Ductwork Accessories	10/26/2016
23 34 23	Power Ventilators	10/26/2016
23 37 13	Grilles Registers, Diffusers	10/26/2016
23 40 00	Air Filters	10/26/2016
23 70 00	Air Handling Units	10/26/2016
23 81 26	Ductless DX Split Systems	10/26/2016
26 00 00	Basic Electrical Requirements	10/26/2016
26 01 00	Work Included	10/26/2016
26 01 26	Maintenance Testing of 600 Volt Electrical Systems	10/26/2016



SDIRC #04-0-2017JC
Vero Beach High School
Citrus Bowl Phased Renovations
Specifications

26 02 00	Codes, Fees and Standards	10/26/2016
26 05 00	Basic Materials and Methods	10/26/2016
26 05 13	Building Wire and Cable	10/26/2016
26 05 19	Equipment Wiring Systems	10/26/2016
26 05 26	Grounding	10/26/2016
26 05 29	Supporting Devices	10/26/2016
26 05 33	Conduit	10/26/2016
26 05 34	Boxes	10/26/2016
26 05 43	Underground Ducts and Raceways for Electrical Systems	10/26/2016
26 05 53	Electrical Identification	10/26/2016
26 23 10	Disconnect Switches	10/26/2016
26 24 16	Panelboards	10/26/2016
26 27 16	Cabinets and Enclosures	10/26/2016
26 27 26	Wiring Devices	10/26/2016
26 28 13	Fuses (600 Volt and Below)	10/26/2016
26 28 39	Motor Controls	10/26/2016
26 29 10	Electric Controls and Relays	10/26/2016
26 29 14	Contractors	10/26/2016
26 43 00	Surge Protective Devices	10/26/2016
26 51 13	Interior Lighting Fixtures	10/26/2016
26 52 00	Emergency Lighting Equipment	10/26/2016
26 56 00	Exterior Lighting	10/26/2016
27 00 00	Data/Comm Systems	10/26/2016
27 10 00	Special Systems	10/26/2016
28 31 00	Fire Alarm and Smoke Detection Systems	10/26/2016
31 31 16	Termite Control	10/26/2016
32 31 13	Chain Link Fencing and Gates	10/26/2016

THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA

INDIAN RIVER AGREEMENT FOR ARCHITECTURAL SERVICES

THIS AGREEMENT FOR ARCHITECTURAL SERVICES (hereinafter the "Agreement") is made by and between the **School Board of Indian River County, Florida**, located at 1990 25th Street, Vero Beach, FL 32960 (hereinafter "Owner") and **Donadio and Associates, Architect, P.A.** (hereinafter "Architect"), 609 17th Street, Vero Beach, FL 32960.

WHEREAS, Owner desires to employ the Architect to perform the services described in this Agreement in connection with the **Fellsmere Elementary School Building 700 HVAC Replacement** project (hereinafter "Project"), located at, **50 N. Cypress Street, Fellsmere, FL 32948** and Architect desires to be employed by the Owner; and

WHEREAS, Owner and Architect agree that Architect will furnish, perform, and provide architectural services required for the Project on the terms contained in this Agreement and the parties desire to reduce to writing their Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth or recited herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Architect agree as follows:

ARTICLE 1: GENERAL AGREEMENT PROVISIONS

1.1 **Recitals.** The recitals set forth in the WHEREAS clauses are incorporated by reference and made a part of this Agreement.

1.2 **Relationship of Parties.** The Architect accepts the relationship of trust and confidence established with the Owner by this Agreement, and covenants with the Owner to furnish the Architect's reasonable skill and judgment to provide professional services required to complete the Project in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, Architect, construction manager and other persons or entities employed by the Owner for the Project. Nothing contained in the this Agreement or the Contract Documents (as defined in ¶ 1.4 below) shall be construed to create a contractual relationship between any other person or entity other than the Owner and Architect.

1.3 **Owner's Project Representative.** The Owner hereby designates the Director of Facilities, Planning and Construction or designee, as its representative with the authority to assign the responsibility of managing the Project to a School District Project Field Representative (hereinafter "Owner's Project Representative"). The Owner's Project Representative is hereby delegated and assumes the Owner's responsibilities and authorities in the administration of this Agreement ONLY as noted herein.

1.4 **Contract Documents.** The Contract Documents consist of this Agreement, any addenda issued prior to execution of this Agreement, any written modifications issued after execution of this Agreement, including any amendments to this Agreement, all Construction Documents, and the following exhibits attached to this Agreement:

- Exhibit A- Scope of Services
- Exhibit B- Project Construction Budget
- Exhibit C- Project Schedule
- Exhibit D- Schedule of Progress Payments and Hourly Rates
- Exhibit E- Reimbursable Expenses
- Exhibit F- Key Employees
- Exhibit G- Administration of the Agreement
- Exhibit H- Truth-In-Negotiation Certificate

Exhibits A-H are incorporated into this Agreement by reference and shall be binding on the Architect.

1.5 Construction Documents. The Construction Documents include all drawings, plans and specifications developed by the Architect during the performance of this Agreement, and detail the requirements for the construction of the project.

1.6 Agreement Term. Unless this Agreement is terminated in accordance with Article 9, it shall remain in effect from the date of this Agreement until the Professional Services to be rendered by Architect in connection with this Agreement have been completed in accordance with the Contract Documents.

ARTICLE 2: ARCHITECT'S RESPONSIBILITIES AND SCOPE OF SERVICES

2.1 Professional Services. The Architect agrees to furnish and perform professional services for the Project under the terms of the Contract Documents.

2.1.1 Basic Services. The Architect agrees to furnish and perform professional services for the Project at a total construction cost to Owner, which does not exceed the Project Construction Budget as defined in Article 4 below. Architect agrees to furnish and perform all of the Project administration, Basic Services, bidding and construction award services, and construction phase services enumerated and described in the Administration of the Agreement (attached as Exhibit G). The Architect shall perform the Basic Services to the satisfaction of the Owner. The nature and scope of the Basic Services are specified in Exhibit A, Scope of Services.

2.1.2 Additional Services. No Additional Services shall be furnished by Architect unless specifically requested and authorized by Owner in writing. Additional Services may only be performed after the Architect has received a Purchase Order, fully executed Amendment to the Agreement, and Notice to Proceed for such services. Architect's fee for Additional Services will be computed in accordance with hourly rates as described in Exhibit D- Hourly Rates. If any Additional Services are provided by the Architect's subconsultants, and such Additional Services consist of normal services for which Architect would be entitled to an additional fee if it had provided the services, then Owner shall reimburse Architect for such actual reasonable amounts paid by Architect to its' subconsultants for such Additional Services, and Architect shall not be entitled to any additional fee or compensation.

2.2 Project Design. The Project shall be designed in accordance with the following:

2.2.1 The current edition of the rules of the Florida State Board of Education, Florida Building Code, in effect at the time this Agreement is approved or at the time the work is performed, whichever is later.

2.2.2 The Indian River County School District Educational Specifications or any educational or ancillary specifications, architectural program, design standard or project requirements developed by the Owner specifically for the Project.

2.2.3 The provisions of the Florida Statutes, including but not limited to chapter 1013, which apply to the Project.

2.2.4 All laws, regulations, or codes addressing site water management, water wells, environmental requirements, and sanitation.

2.2.5 The federal requirements of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*).

2.3 Permitting and Approvals. The Architect shall prepare, file, and coordinate the approval of all permitting actions, document reviews and approvals with any applicable city, county, state, and Federal bodies having jurisdiction and authority for the permitting, document reviews, and approvals.

2.4 Subconsultants, Separate Consultants, or Subcontractors. If the Architect desires to employ subconsultants, separate consultants, or subcontractors in connection with the performance of its services under this Agreement, it agrees to comply with the following:

2.4.1 Owner Approval. The Architect shall submit any subconsultants, separate consultants, or subcontractors to the Owner for prior written approval. The Owner has the sole discretion to withhold its approval. The Owner shall not be liable to the Architect in any manner whatsoever arising out of the Owner's objection to a proposed subconsultant, separate consultant, or subcontractor.

2.4.2 Architect Responsibilities. The Architect shall coordinate the work product of any subconsultant, separate consultant, or subcontractor and shall remain fully responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Architect or its subconsultants, separate consultants, or subcontractors. The Architect shall review or approve designs, drawings, specifications, shop drawings, submittals, or other items produced or furnished by any subconsultant, separate consultant, or subcontractor prior to submittal to the Owner's Project Representative. The Architect shall correct or revise any errors or deficiencies it sees in documents or services provided pursuant to this Agreement and shall provide the Owner's Project Representative with corrected documents at the Architect's sole cost and expense.

2.4.3 Subconsultant, Separate Consultant, or Subcontractor Responsibilities. Any agreements between the Architect and a subconsultant, separate consultant, or subcontractor for work on the Project shall reflect the terms of this Agreement. To the extent the services are to be performed by the subconsultant, separate consultant, or subcontractor, that third party shall assume the obligations of the Architect towards the Owner. The Architect acknowledges that this does not relieve the Architect from any of its duties under this Agreement.

2.5 Key Employees. The Owner has relied upon and hired the Architect because of the involvement of certain individuals employed by the Architect who are identified on Exhibit F (the "Key Employees"). The Architect agrees that the Key Employees shall be assigned to the Project. The Architect shall not remove any Key Employee from the Project without the prior written consent of the Owner, for any reason other than termination of the Key Employee's employment by the Architect.

2.6 Owner Consultants. The Architect shall cooperate at all times with the Owner and shall cooperate and coordinate with any separate consultant or agent hired by the Owner. The Architect shall incorporate the work product of any Owner-retained consultant in a manner, which is appropriate to facilitate the design and construction of the Project within the Project Construction Budget and Project Schedule.

2.7 Employees/Agents of Owner. The responsibilities of the Architect for performing services under this Agreement and the Construction Documents is not relieved or affected in any respect whatsoever by the presence of, or inspection by, employees or agents of the Owner. The Architect agrees that its responsibilities for approving and certifying work for payment are not shared by any employee or agent of the Owner.

ARTICLE 3: FEES AND PAYMENT

3.1 Contract Sum. Owner agrees to pay Architect a Not-to-Exceed Fee of **\$ 56,000.00** (the "Contract Sum") for Basic Services (as set forth in Exhibit A to this Agreement).

3.2 Reimbursable Expenses. The Owner shall pay the Architect for certain reimbursable expenses (the "Reimbursable Expenses") as set forth on Exhibit E. The Architect hereby waives all rights to payment by the Owner for otherwise Reimbursable Expenses when (a) the expense was incurred more than ninety (90) days before the date on which the Owner receives the first valid invoice from the Architect requesting payment for that expense; (b) the first invoice for that expense is not accompanied by detailed, credible, and legible documentation indicating the project-related nature of the expense.

3.3 Payment for Services Performed. Progress Payments shall be made on a monthly basis, in accordance with the schedule of payments in Exhibit D, based on completed work by the Architect.

3.3.1 Initiation of services shall be upon receipt of a Purchase Order, fully executed Agreement, and Notice to Proceed.

3.3.2 The application for payment shall be in a format approved by the Owner's Project Representative (Facilities Division Payment Requisition Form) and shall reflect in detail the scope/amount of services/work completed.

3.3.3 Architect expressly waives any right to payment for any Additional Services (as defined in ¶ 2.1.2 above) performed if the Architect has not received prior written authorization of such services by the Owner's Project Representative, which would have resulted in the Architect receiving a Purchase Order, Notice to Proceed, and a fully executed Amendment to this Agreement.

3.3.4 Final payment to the Architect shall not be made by the Owner until the Original

Work Product (as defined in ¶ 5.1 below) has been received and accepted by the Owner's Project Representative.

3.3.5 The fee structure and hourly rates may be revised only by written amendment, agreed to and executed by both parties to this Agreement.

ARTICLE 4: PROJECT BUDGET, SCHEDULE, AND MANAGEMENT

4.1 **Project Construction Budget.** The Architect acknowledges that the Owner has provided a Project Construction Budget, which is attached as Exhibit B. The Project Construction Budget is defined as the total budget identified for the construction of the Project. As identified in Exhibit B, the total Project Construction Budget consists of site development, building shells and interiors, site improvements, and any equipment that is included in the construction of the Project. The Architect agrees that the Project Construction Budget is of the essence to this Agreement. The Architect's work product, including without limitation, any designs, plans, and drawings, shall be designed to be constructed within the Project Construction Budget. When the Project requirements have been sufficiently identified, the Architect shall prepare a preliminary opinion of the Project Construction Budget. This opinion may be based on current area, volume or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall update and refine the preliminary opinion of the Project Construction Budget. The Architect shall advise the Owner in writing of any adjustments to previous opinions of the Project Construction Budget indicated by changes in Project requirements or general market conditions. If at any time the Architect's opinion of the Project Construction Budget exceeds the Owner's Project Construction Budget, set forth in Exhibit B, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget.

4.1.1 **Redesign.** If the Architect's opinion of the Project Construction Budget, or if bids received on the Project, are not within the Project Construction Budget, the Architect shall perform all redesign work, which is reasonable and necessary to redesign the Project so that bids are received within the Project Construction Budget, as a part of its Basic Services. In the event that the redesigned work is necessitated solely by the error or omissions of the Owner, then the Architect shall perform such redesign work as Additional Services.

4.1.2 **Cost Consultant.** Although the Architect is responsible for developing a design that meets the Project Construction Budget, the Owner may hire a Cost Consultant to verify costs on the Project. The Architect shall cooperate with the Owner's Cost Consultant by providing all necessary information for the preparation and updating of all estimates of construction costs throughout all phases of the Project.

4.2 **Project Schedule.** The Architect shall begin the Basic Services after both parties have executed this Agreement and the Architect has received a Purchase Order and Notice to Proceed. The Architect shall complete the Basic Services in accordance with the Project Schedule attached as Exhibit C.

4.2.1 The parties agree that time is of the essence to this Agreement.

4.2.2 The schedule for Additional Services, if any, shall be established by the Owner's Project Representative and included in a fully executed Amendment to this Agreement.

4.2.3 Acceleration. The Architect shall accelerate the performance of Basic Services and Additional Services in the manner directed by the Owner's Project Representative. The Owner's Project Representative has the sole discretion to determine that acceleration is necessary to maintain the Project Schedule. If acceleration is required due to delays caused solely by the Architect, the acceleration shall be at no cost to the Owner. If the acceleration is required due to delay partially caused by the Architect, the portion of the delay not caused by the Architect shall be treated as an Additional Service and the portion of the delay caused by the Architect shall be treated as a Basic Service at no additional cost to the Owner.

4.2.4 Before the Architect submits the first invoice for professional services to the Owner's Project Representative, the Architect shall prepare for the Owner's Project Representative's review and approval a comprehensive milestone schedule, consistent with Exhibit C, of the performance of the Architect's services and those of any subconsultants, separate consultants or subcontractors retained, employed or contracted by Architect. This schedule shall indicate dates of (or, where applicable, periods of elapsed time allowed for) Owner approvals, dates when specific information is required by the Architect from the Owner, and anticipated approval periods required for public authorities having jurisdiction over the Project. Once submitted, the Architect and Architect's Consultants will be bound by that schedule and will not deviate from it without prior written authorization by the Owner. Whether or not deviations from the schedule have been authorized by the Owner, the Architect shall update this schedule as necessary to reflect Owner-approved changes or unavoidable deviations and to indicate the probable impact of those deviations on the performance of the Architect's services and the Project. However, nothing in this subparagraph shall be construed as a waiver of the Owner's right to obtain full compliance by the Architect to approved schedules.

4.2.4.1 The Architect acknowledges that the failure to meet the comprehensive milestone schedule will result in substantial damages to Owner, which are not ascertainable at this time. Architect acknowledges and agrees that, since time is of the essence, the Owner will suffer financial and other losses if the comprehensive milestone schedule is not met within the Projected Schedule as said Projected Schedule may be adjusted pursuant to the terms of this Agreement. Should the Architect fail to meet the comprehensive milestone schedule within the Projected Schedule, Owner shall be entitled to assess, as liquidated damages, but not as a penalty, the sum of **\$100.00** for each calendar day thereafter until the comprehensive milestone schedule is met. Architect hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of contracting if Architect fails to meet the comprehensive milestone schedule within the Projected Schedule. Further, the parties acknowledge that it would be extremely difficult, if not impossible, to ascertain Owner's actual damages within any degree of certainty in the event the Architect fails to meet the comprehensive milestone schedule within the Projected Schedule.

ARTICLE 5: DOCUMENTS

5.1 Ownership of Documents. All plans, drawings, specifications, sketches, models, artwork, reports, or other tangible work product produced, originally developed, or submitted to Owner by Architect pursuant to this Agreement (the "Original Work Product") is and shall remain the sole property of the Owner.

5.1.1 Owner's Rights. The Owner shall have the right to use any and all Original Work Product. The Architect shall maintain a set of reproducible record prints of the Original Work Product. If subsequent usage by the Owner shall require further evidence of sealing requirements, the Architect shall make appropriate arrangements with the Owner for this purpose pursuant to paragraph 8.

5.1.2 To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for Owner as the author, creator, or inventor thereof upon creation, and Owner shall have all rights therein including, without limitation, the right of reproduction, with respect to such copyrightable or patentable Original Work Product. Architect agrees to cooperate fully with Owner in filing the appropriate application with the U.S. Patent and Trademark Office to obtain a patent or patents, at the option, and in the sole discretion, of the Owner. Architect further agrees to assign to the School Board all rights to any patent or patents obtained and any copyrighted Original Work Product. If the Owner elects its right to insist that a patent application will be filed, then the Owner will be responsible to pay all required, reasonable and necessary costs and fees associated with the preparation of the application for a patent or patents, filing of the application, prosecution of the application, and assignment of rights to the Owner. Architect acknowledges that the provisions herein are a significant factor in the Owner's decision to enter into this Agreement with Architect.

5.1.3 Delivery of Original Work Product. The Architect shall deliver the Original Work Product to Owner's Project Representative upon Final Completion of the Project, unless, in the Owner's Project Representative's sole discretion, it is necessary for the Architect to retain possession of the Original Work Product for a longer period of time. Original Work Product shall include, but not be limited to, all computer-generated electronic documents (CADD files and specifications). CADD as-built files shall match the final printed as-built files to include all markups, notes, and revisions. Upon early termination of the Architect's services, the Architect shall deliver all Original Work Product to the Owner's Project Representative, complete or incomplete, within ten (10) days of the effective date of the early termination.

5.1.4 Architect shall retain copies of all Original Work Product for its permanent records; however, the same cannot be used for purposes other than the Project under this Agreement without Owner's prior written consent. Architect agrees not to recreate any designs, or any other tangible work product contemplated by or originally-developed under this Agreement, or portions thereof, which if constructed or otherwise materialized,

would be reasonably identifiable with the Original Work Product developed by Architect under this Agreement.

5.1.5 Architect shall provide the Original Work Product and all documentation required for Project closeout before final payment is approved by Owner.

5.2 Documents and Copies. The Architect shall provide the Owner's Project Representative with copies of all Construction Documents, reports, and other documents and materials (except correspondence) prepared by Architect under this Agreement, including sealed copies and computer files (CADD and specifications). The copies shall be furnished as requested by the Owner's Project Representative, and as they are prepared and completed by Architect. Architect shall promptly furnish the copies to the Owner's Project Representative, along with a detailed invoice showing Architect's copy expenses, and Owner shall pay the reasonable and agreed-upon cost for the reproduction.

5.3 Accounting Records and Owner's Right to Audit. The Architect shall establish and maintain a reasonable accounting system to keep full and detailed accounts and to exercise such cost controls as may be necessary for proper financial management under this Agreement. The accounting and cost control systems shall be satisfactory to the Owner, as necessary to audit and verify the completeness and accuracy of all costs incurred and contained in the Architect's invoices, proposals, and monthly Payment Applications. The Owner and the Owner's accountants or other duly-authorized representatives or agents shall be afforded access to all of the Architect's financial and other related records. The Architect shall maintain its direct personnel expense records, consultant expense records, and other expense records, which pertain to the Project, as well as its record of accounts between the Architect and the Owner, which pertain to the Project. The records shall be available to the Owner or its authorized representatives, during regular business hours for inspection and copying. The Architect shall maintain accurate time records, to within the nearest one quarter hour for each time entry for all work performed by the employees of the Architect under this Agreement.

5.3.1 "Records," as referred to in this Agreement, shall include any and all information, materials and data of every kind and character, including without limitation, documents, recordings, agreements, purchase orders, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in Owner's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Documents. Such records shall include (hard copy, as well as computer-readable data if it can be made available), written policies and procedures; time sheets; payroll registers; expense records; cancelled checks; subconsultant, separate consultant, and subcontractor files; original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); and any other Architect records which may have a bearing on matters of interest to the Owner in connection with Architect's dealings with the Owner (all foregoing hereinafter referred to as "records") to the extent necessary to permit evaluation and verification of: a) Architect's compliance with contract requirements, b) compliance with Owner's business ethics policies, and c) compliance with provisions for pricing amendments to this Agreement, and invoices or claims submitted by the Architect or its payees.

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Architect 
Owner's Project Representative: _____

5.3.2 Architect shall make it a condition of all subcontracts related to the Work that any and all subconsultants, separate consultants, and subcontractors will keep accurate records of costs incurred and items billed in connection with their work, and that such records shall be open to audit by Owner or its authorized representatives during performance of the Work and until five (5) years after its completion, in accordance with this paragraph 5.3 and all related subparagraphs.

5.3.3 Upon seven (7) calendar days' written notice, from the date of this Agreement to the last date described in this paragraph 5.3 and all related subparagraphs, the Architect shall provide to the Owner or its authorized representative(s) all records covered in this Article 5 that are requested. If the provided records require further review or support, the Owner and its authorized representative(s) shall be entitled to inspect, examine, review and copy the Architect's records at the Owner's reasonable expense, with adequate workspace at the Architect's facilities. Such rights to inspect, examine, review and copy shall extend to the records and documentation of subconsultants, separate consultants, and subcontractors. Failure by the Architect to supply substantiating records shall be reason to exclude or recover the related costs from amounts which might otherwise be payable by the Owner to the Architect pursuant to this Agreement.

5.3.4 Retention of Documentation. Architect shall retain all such Records as described in this Article 5 including, without limitation, those identified in subparagraph 5.3.1 above, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five (5) years after the Owner has made final payment and all services have been performed under this Agreement, or for such longer period as may be required by law. If the Architect receives notification of a dispute or the commencement of litigation regarding the Project within this five-year period, then the Architect shall continue to maintain all Project Records in accordance with paragraph 5.3, and all related subparagraphs, until final resolution of the dispute or litigation, or until the expiration of the five-year period, whichever is later.

5.3.5 This paragraph 5.3, "Accounting Records and Owner's Right to Audit," and all related subparagraphs, including all access, inspection, copying, auditing, reimbursement and repayment rights shall survive the termination of this Agreement.

ARTICLE 6: INSURANCE REQUIREMENTS

6.1 Architect shall provide and maintain at all times during the Agreement Term and any renewals, without cost to Owner, policies of insurance insuring Architect against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services, and/or obligations of Architect under the terms and conditions of this Agreement. All insurance policies shall be for the insurance coverages listed in this Article, and shall be on forms that are acceptable to the Owner.

6.2 Insurance Coverages. The minimum requirements for insurance coverage shall be as follows, or greater if required by law:

6.2.1 Commercial General Liability Insurance. Commercial General Liability Insurance (including Blanket Contractual Liability and Completed Operations, Explosion, Collapse,

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Architect: _____
Owner's Project Representative: _____

and Underground Hazards) in limits of not less than \$1,000,000 per occurrence and a \$3,000,000 aggregate, with no deductible, covering personal injury, bodily injury, and property damage. The Products and Completed Operations portions of the general liability shall extend for a period of two (2) years after the final acceptance of the project by the District. The policies shall name the District, its Board members, and staff as additional insured as their interests may appear under this agreement and the insurers shall agree to waive all rights of subrogation against the District and each individual member of the Board and staff. Additional Insured Endorsement CG2026 shall be endorsed naming the Board.

6.2.2 Business Automobile Insurance. Business Automobile-The Architect shall, during the Term of this Agreement, provide the School Board with evidence, including a Thirty (30) day written notice of cancellation, termination or non-renewal, of insurance prior to the commencement of this Agreement. The coverage shall include the Business Automobile Liability form with coverage for symbol I (any auto) and with limits of not less than \$1,000,000 combined single limit or \$500,000.00 per person/\$1,000,000 per accident bodily injury and \$250,000 per accident property damage. Also, the policy will include the ***School Board as an Additional Insured.***

6.2.3 Workers' Compensation. Workers' Compensation/Employers Liability-The Architect shall, during the Term of this Agreement, and, in the case that any work is performed by sub-consultants, separate consultants, or subcontractors, then Architect shall require the sub-consultants, separate consultants, or subcontractors to provide Workers' Compensation Insurance as required by Chapter 440, Florida Statutes, for all the latter's employees, unless such employees are covered by the protection of Architect will provide the School Board with evidence, including a Thirty (30) day written notice of cancellation, termination or non-renewal, of insurance prior to commencement of this Agreement. The coverage shall include Statutory Workers' Compensation Benefits and Employees Liability for limits of not less than \$1,000,000.

6.2.4 Employer's Liability Insurance. The coverage limits shall not be less than \$1,000,000 per accident; \$1,000,000 per employee (disease); and \$1,000,000 policy limit (disease).

6.2.5 Professional Liability Insurance (Errors & Omissions Liability) for Primary Consultants and Design/Build Liability.

Coverage shall be in limits not less than \$1,000,000 per occurrence or an annual aggregate limit of \$3,000,000 covering negligent errors, omissions, or acts, with a per occurrence deductible not to exceed \$5,000.00 or five percent (5%) of the estimated professional fee or as approved by the Superintendent. Such coverage shall be maintained for a period of three (3) years after the date of final payment to the architect or engineer. If such insurance is based upon a "claims made" policy, prior to the services being performed, the architect or engineer shall provide to the Board satisfactory proof that extended reporting period coverage is available if the architect or engineer should cancel such coverage within three (3) years after the date of final payment to the architect or engineer. For specific projects, when recommended by the Superintendent, the Board may require higher limits.

When in the District's best interest and upon the recommendation of the Superintendent, the architect or engineer may obtain and carry non-cancelable project-specific professional liability insurance during the design and construction of the project and for a

three (3) year discovery period thereafter. This insurance shall also provide for the owner's defense, if named with the architect or engineer in any claim covered under the policy.

6.2.6 Valuable Papers and Records. Valuable papers and records insurance in an amount of not less than \$50,000.00 per occurrence, with no deductible, to assure the substantial restoration of any plans, drawings, or other similar data related to the architect's or engineer's services which are in the area, custody, or control of the architect or engineer.

6.2.7 The Superintendent may recommend that the Board enter an agreement with lower limits of coverage when the standard coverage required by this policy may be commercially unavailable for a particular undertaking, or when the amount of the professional fee may not justify the extent of coverage otherwise required by this policy. In such cases, the Superintendent or designee will recommend that the specifications and requirements for the project shall include the modified levels of insurance coverage and limits of liability for the specific project that will waive the standard insurance limits specified in this policy.

6.3 Owner as Additional Insured. Architect shall name Owner as an Additional Insured on both the Commercial General Liability Insurance and Business Automobile Insurance policies.

6.4 Form of Insurance. All insurance required under this Agreement shall be with companies that are licensed in Florida and on forms, which are acceptable to the Owner. The policies shall name the Owner, the Owner's representative, and the officers, directors, agents, employees, and assigns of the Owner as additional insured (except for the professional liability and workers' compensation insurance). The Coverage under all insurance required in this Agreement may not be reduced, terminated, or canceled unless thirty (30) days prior written notice is furnished to the Owner. In the event of any cancellation or reduction of insurance coverage, the Architect shall obtain substitute coverage without any lapse of coverage.

6.4.5 Insurer Qualifications. A Letter of Insurability or Certificate of Insurance evidencing that all of the above insurance is in force shall be furnished to the Board before any services are performed, at all renewal times, and shall require written notification to the Board at least thirty (30) days prior to any cancellation, termination, non-renewal, or modification. All insurance shall be with insurers authorized to do business in Florida and shall be rated at least AV by Best's Key Rating Guide. If the architect or engineer fails to provide or otherwise maintain the required insurance, the Board may purchase the insurance and hold the architect or engineer responsible for the cost thereof.

6.5 Proof of Insurance. The Architect shall provide to the Owner's Project Representative, within ten (10) days of the date of this Agreement or prior to providing services, whichever is sooner, and annually upon renewal thereafter, the following:

6.56.1 A Certificate of Insurance addressed to the Owner evidencing the existence of the insurance coverage required under this Agreement. The Certificate of Insurance shall be dated and shall also include the following:

- (a) Architect's name, the name of the Project, the name of the insurer, the number of the insurance policy, and the effective date and termination date of the policy,
- (b) A statement that the insurer will mail notice to the Owner at least thirty (30) days prior to any material changes in provisions or cancellation of the policy, and
- (c) Owner shall be named as an Additional Insured on the General Liability and Business Automobile Insurance policies, as evidenced by the endorsement.

6.56.2 The original policies evidencing the required insurance coverage, which Owner's Project Representative shall copy and return to Architect within seven (7) working days; and

6.56.3 Proof which is acceptable to the Owner that the premium for the policies required under this Agreement has been paid in full by the Architect for a period of time ending no earlier than six (6) months after the date of this Agreement.

6.56.4 Architect agrees that Owner will make no payments under the terms of this Agreement until all required proof or evidence of insurance has been provided to Owner's Project Representative.

6.6 Waiver of Subrogation. Architect agrees that the insurer shall waive its rights of subrogation, if any, against Owner.

6.7 Cancellation or Modification of Coverage. The coverage under all insurance policies required by this Agreement may not be reduced, terminated, or canceled unless thirty (30) days prior written notice is furnished to the Owner. In the event of any cancellation or reduction of insurance coverage, the Architect shall obtain substitute coverage without any lapse of coverage.

6.8 Payment of Premiums. The Architect shall promptly renew and maintain in full force and effect all insurance coverage required under this Agreement. The Architect shall pay all premiums becoming due on the insurance policies, without request or demand. The Architect shall promptly provide proof of premium payment to the Owner.

6.9 Loss Deductible Clause. Owner shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Architect.

6.10 The Architect shall provide the Owner with copies of all subcontracts or agreements between the Architect and its sub-consultants. The Architect shall include in each such subcontract or agreement the following provisions:

- A. For projects with Probable Construction Costs exceeding \$1,000,000, but less than \$3,000,001, each sub-consulting Engineer shall carry professional responsibility insurance providing coverage of not less than \$250,000, with

not more than a \$25,000 deductible, and which meets all other requirements;
or

- B. For projects with Probable Construction Costs exceeding \$3,000,000, but less than \$7,500,001, each Major Sub-Consulting Engineer shall carry professional responsibility insurance providing coverage of not less than \$500,000, with not more than a \$25,000 deductible, and which meets all other requirements; or
- C. For projects with Probable Construction Costs exceeding \$7,500,000, each sub-consultant shall be covered for professional responsibility insurance coverage.
- D. Each sub-consultant shall provide the insurance coverage specified; and
- E. Each sub-consulting Engineer agreement shall provide for resolution of disputes between the parties thereto in a manner consistent with this Agreement, and if the sub-consultant agreement provides for arbitration of disputes, it will except from the scope of the arbitration agreement any claims, demands causes of action, or disputes which relate to or arise from, in whole or in part, alleged professional malpractice, errors or omissions by such Engineer; and
- F. Each sub-consultant agreement shall provide for a waiver of subrogation by the Architect, unless or until the Owner has been fully compensated for any damages alleged to have been caused or contributed to, in whole or in part, by such sub-consultant.

6.11 The Architect shall provide the Owner with copies of each of the Architect's sub-consultants certificates of insurance, policies and/or endorsements upon the execution of each individual sub-consultant agreement.

ARTICLE 7: ARCHITECT REPRESENTATIONS AND WARRANTIES

7.1 Representations. Architect hereby represents to Owner that:

7.1.1 It has the experience and skill to perform the services required to be performed by this Agreement.

7.1.2 It shall provide and employ, in connection with the performance of such services, personnel qualified and experienced in their profession; it being understood that the Owner's Project Representative may at any time require Architect to remove, and Architect shall immediately remove, any person employed in connection with the performance of services under this Agreement who in the opinion of the Owner's Project Representative or the Owner is unfit for the proper performance of his/her duties.

7.1.3 It shall design to and comply with applicable federal, state, and local laws, rules, regulations and codes, including, without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Contract, and shall, if requested by the Owner, provide certification of compliance with all registration and licensing requirements.

7.1.4 All professional services rendered by Consultant will be conducted by persons properly licensed and certified in accordance with Florida Statutes and other applicable rules and regulations. Prior to any services being rendered under this Contract, Consultant will provide to the Owner's Project Representative proof of certification for each individual providing services under this Contract.

7.1.5 It shall perform said services in accordance with generally-accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of the Owner.

7.1.6 It is adequately financed to meet any financial obligations it may be required to incur under this Contract.

7.1.7 The work product of Consultant shall not call for the use of, nor infringe any, patent, trademark, service mark, copyright, or other proprietary interest claimed or held by any person or business entity absent prior written consent from the Owner and such other person or business entity.

7.2 Errors and Omissions. The Architect shall be obligated and responsible to Owner for, and Architect shall promptly and forthwith pay to Owner upon the demand, reasonable damages and additional costs and/or expenses in connection with construction of or delay in construction of the Project or otherwise incurred, sustained, and/or paid by Owner on account of or growing out of: (1) any and all errors and/or omissions made by Architect in the preparation of any plans, specifications, drawings and/or other documents pursuant to this Agreement and the Project's Scope of Services; and (2) any and all negligent acts or omissions on the part of Architect in preparing any plans, specifications, drawings, or other documents or in the performance of any other services under this Agreement and the Project's Scope of Services. It is the intent of the parties hereto that Architect be held to and accountable for a degree of professionalism that is customary in the industry and commercially reasonable and for accuracy in the performance of the services of Architect under this Agreement.

7.3 Indemnity and Hold Harmless. Architect shall hold harmless and indemnify Owner, its agents, and employees from and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses, or expenses of any nature whatsoever arising directly or indirectly from or out of any negligent act or omission of Architect, its subconsultants, separate consultants, or subcontractors and their officers, directors, agents, or employees, any failure of Architect to perform its services under this Agreement in accordance with generally-accepted professional standards, any breach by Architect of its obligations and duties to perform under this Agreement, any breach of Architect's representations made in this Agreement, and the failure of performance of any product or service furnished by Architect under this Agreement. This hold harmless and indemnification provision shall include a duty to defend the Owner and to pay all reasonable attorneys' fees and expenses, including administrative and on appeal, incurred by the Owner in the defense of any matter covered by this provision. This hold harmless and indemnity is made notwithstanding the right of the Owner to reuse the plans and its ownership of, and rights to, the Original Work Product. The provisions

of this paragraph shall survive the termination or expiration of this Agreement. The parties acknowledge that the Contract Sum includes \$100.00 to be paid by Owner to Architect as part of Owner's first payment to Architect as consideration for this indemnification. This indemnity shall not be deemed to include matters which may be caused or result from an act or omission of the Owner. Nothing in this Contract shall be interpreted or construed as an agreement on the part of the Owner to indemnify or hold harmless any party, including, but not limited to, the Architect, Construction Manager, Consultants, Subconsultants, Subcontractors, Trade Contractors, or all other lower tier Contractors (Sub-Subcontractors).

7.4 Prohibition against Contingent Fees. The Architect hereby represents and warrants to the Owner that the Architect has not employed or retained any company or person (other than a bona fide employee working solely for the Architect) to solicit or secure this Agreement, and that the Architect has not paid or agreed to pay any person, company, corporation, individual, or firm (other than a bona fide employee working solely for the Architect) any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or execution of this Agreement. If the Architect breaches this provision, the Owner has the right to immediately terminate this Agreement without any liability to itself and, at its sole discretion, to deduct from the Contract Sum, or otherwise recover, the full amount of any such fee, commission, percentage, gift, or consideration.

7.5 Conflict of Interest. The Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to the Project.

ARTICLE 8: REUSE AND REPEATED DESIGN

8.1 The Owner may reuse or repeat the Project, as designed by the Architect under this Agreement, at any time(s). The Architect shall make all plans, specifications, designs, drawings, notes, and other documents available to the Owner to facilitate the reuse of the Project design.

8.2 Owner acknowledges that the designs used by the Architect for this Project may have been originally created by the Architect for previous projects and remain the property of the Architect. Nevertheless, without requiring the Owner to pay additional fees, Architect consents to Owner's use of the plans, specifications, designs, drawings, notes, and other documents used by Architect under this Agreement to complete the Project following Architect's termination for any reason or to perform additions to or remodeling of the Project. Additionally, Architect agrees to make available to Owner all plans, specifications, designs, drawings, notes, and other documents, including, but not limited to, original CADD files used by Architect under this Agreement for reuse by Owner on repeat projects. For each reuse or repeat project, Owner agrees to pay Architect a fee according to the schedule of re-use fees below. If Owner engages Architect in multiple simultaneous re-use projects Owner agrees to pay Architect a discounted fee per the schedule. Further, Owner and Architect will negotiate a fee for Architect to adapt plans, specifications, and other documents used in the Project to any new site where the Project documents are to be used. Additionally, Owner and Architect shall negotiate a fee for the Architect to provide bidding and construction phase services. Owner and Architect shall also negotiate a separate fee for any Owner-requested changes or modifications, or any revisions that are required due to building code or other regulatory changes.

8.3 Schedule of Re-use Fees:

- A. Single Project- \$N/A
- B. Simultaneous Multiple Projects- \$N/A

ARTICLE 9: TERMINATION, SUSPENSION, OR ABANDONMENT

9.1 Termination. Either party may terminate this Agreement for failure of the other party to substantially perform in accordance with the requirements of the Agreement through no fault of the party initiating the termination. Further, the Owner has the absolute right to suspend or terminate this Agreement without cause for convenience at any time upon thirty (30) days prior written notice to the Architect.

9.1.1 Notwithstanding anything to the contrary in the preceding paragraph, except in an emergency circumstance, before terminating the Agreement for breach, the party who claims the other is in breach or default of the Agreement requirements shall serve written notification on the other party that identifies the alleged breach or breaches of the Agreement. The party receiving notice shall have thirty (30) days in which to cure the breach or default before the Agreement is terminated.

9.1.2 In the event of an emergency that threatens the safety or security of the assets or personnel of the School District of Indian River County, Florida, or which threatens the safety or security of the students or other third parties, termination may be made immediately upon notice to the Architect, and the Architect shall immediately vacate the premises. Failure to timely pay an invoice will not be deemed an emergency, but shall instead be governed by the provisions of Florida's Local Government Prompt Payment Act (Sections 218.70-218.80, Florida Statutes).

9.1.3 If the Project is suspended or terminated without cause, the Owner shall pay to Architect only that portion of the Contract Sum which has become due and payable to Architect under the Agreement.

9.1.4 Upon receipt of a termination notice without cause, Architect and the Owner's Project Representative shall meet and determine the work that is necessary to be performed during the 30-day termination notice period. In no event will Architect unreasonably or unnecessarily accelerate the work during the 30-day written notice termination period but, in all events, Architect shall identify that work which in its professional opinion should be completed to protect the interests of the Owner, including the promotion of an efficient and cost-effective delivery of the Original Work Product. Unless the Owner authorizes Architect in writing, Architect shall not perform any further services and shall not be entitled to receive payment from the Owner on account of any such services performed during the period of suspension or after termination.

9.2 Abandonment or Suspension. If the Owner suspends or abandons the Project, the Owner shall pay all fees and Reimbursable Expenses which have become due and payable to the Architect pursuant to Exhibit D- Schedule of Progress Payments and Hourly Rates. The Architect shall not be entitled to lost profits for uncompleted work. Payment shall be made for that portion of the work that the Architect completed prior to the abandonment or suspension and the Owner shall have no further obligation to the Architect for the payment of any other fees, unless the Project is resumed by the Owner. Architect, at the option of the Owner, shall

complete its services under this Agreement upon resumption of the Project by Owner, and Architect shall, in that event, be entitled to payment of the remaining unpaid fees which become payable to it under this Agreement, to be payable at the times and in the manner specified in this Agreement. In no event will any fee or part thereof become due or payable to Architect unless and until Architect has attained and completed that stage of work where the same would be due and payable under the terms of this Agreement.

9.3 Resumption. If the Owner chooses to resume the Project, the Architect shall complete its services under this Agreement and it shall be entitled to payment of any remaining unpaid fees in accordance with the terms of this Agreement. When Architect receives a notice from the Owner that the suspension has been canceled, the Architect shall perform all services remaining under this Agreement and, by a duly-executed written amendment to this Agreement, it shall be entitled to an extension of time equal to the period of the suspension. If the Project is resumed within 365 days of the date it was abandoned or suspended, the fees payable to the Architect shall be equal to the amounts due under this Agreement which had not been paid by the Owner to the Architect and shall be based on the amounts provided in Exhibit D. If the Project is resumed more than 365 days after the date of its abandonment or suspension, then, upon Architect's written request, the Agreement may be amended to reflect any escalation in the cost of materials or labor. Any adjustments to the Contract Sum based on material or labor escalations will be negotiated between Architect and the Owner's Project Representative, and will be submitted to Owner within two (2) business days for approval of the amendment to the Agreement.

ARTICLE 10: SPECIAL PROVISIONS

10.1 Consultants' Competitive Negotiation Act ("CCNA"). If the total fee paid to the Architect exceeds the threshold amount provided in Section 287.017, for CATEGORY FOUR the following provisions of the CCNA, section 287.055(5)(a), Florida Statutes, shall apply:

10.1.1 The Architect shall execute and furnish to the Owner's Project Representative a "Truth-in-Negotiation Certificate," stating the wage rates and other factual unit costs supporting compensation are accurate, complete, and current at the time of executing this Agreement.

10.1.2 The "Truth-in-Negotiation Certificate" form is attached to this Agreement as Exhibit H.

10.1.3 The Contract Sum and any additions thereto shall be adjusted to exclude any significant sums by which Owner determines the Contract Sum was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

10.2 Public Entity Crime Information Statement and Debarment. Section 287.133(2)(a) of the Florida Statutes states: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in [Section] 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

10.2.1 By signing this Agreement, Architect represents and certifies, to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency, as defined by each Federal agency's codification of the Governmentwide Debarment and Suspension Common Rule for Nonprocurement, and do not appear on the Excluded Parties List System, as defined in 48 CFR 2.101;

- (a) Have not, within a five-year period preceding the issuance of the Request for Qualifications ("RFQ") that led to the award of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (b) Are not presently indicted or otherwise criminally charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b);
- (c) Have not, within a five-year period preceding the issuance of the RFQ that led to the award of this Agreement, had one or more public transactions (Federal, state or local) terminated for cause or default; and
- (d) Are not presently, nor have been within the last three (3) years, listed on the convicted vendor list.

10.2.2 In addition to any other requirements of law, Architect shall notify Owner within 30 days after the occurrence of any of the events, actions, debarments, suspensions, proposals, declarations, exclusions, convictions, judgments, indictments, informations, or terminations as described in paragraphs (a) through (e) above, with respect to Architect or its principals.

10.3 Background Check. The Architect will comply with all requirements of § 1012.32, § 1012.465, § 1012.467 and § 1012.468, Florida Statutes. Its employees and subcontractors who provide services under this Agreement while students are present shall complete the fingerprinting conducted or coordinated by the School Board pursuant to § 1012.32, Florida Statutes, or present to School Board a valid uniform, statewide identification badge issued by another Florida school district. The background screening or presentment of a previously issued badge shall occur in advance of the Architect or its personnel or subcontractors providing any services on campus while students are present. The Architect will bear the cost of the fingerprinting and background screening required by §1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Architect, its employees and subcontractors. The Architect's employees and subcontractors shall display the issued uniform, statewide identification badge at all times while at the Project. The parties agree that the failure of the Architect to perform any of the duties described in this paragraph shall constitute a material breach of this Agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this Agreement. The Architect agrees to indemnify and hold harmless the School Board, its

officers and employees from any liability in the form of physical or mental injury, death or property damage, or third party claims resulting from Architect's failure to comply with these requirements. Architect shall require each of Architect's subcontractors on the Project to agree in writing to the provisions of this paragraph. Architect's employees, agents or contractors shall not be allowed access to the Project while students are present until such time as Architect is in compliance with the provisions of this paragraph.

10.4 Conduct While on School Property. The Architect acknowledges that its agents, employees and representatives must behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with School Board policies and subject to the discretion of the site administrator or Owner. It will be considered a breach of this Agreement for any agent, employee, or representative of the Architect to behave in a manner which is inconsistent with good conduct or decorum, or to behave in any manner which will disrupt the education program or constitute any level of threat to safety, health, and well-being of any student or employee of the Owner. The Architect agrees to immediately remove any agent, employee, or representative if directed to do so by the building administrator or designee.

10.5 Compliance with Federal Grant Requirements. If made applicable by the use of Federal grant funds in the Project or any other requirement as set out below, the Architect and its subconsultants, separate consultants, and subcontractors shall comply with the following enactments, rules, regulations and orders:

- (a) Executive Order 11246 of September 24, 1965, entitle "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees.)
- (b) Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented in Department of Labor regulations (29 CFR part 3).
- (c) Davis-Bacon Act (40 U.S.C. 3141 et seq.), as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation.)
- (d) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers.)
- (e) All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7606), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.)

- (f) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)

10.6 Confidential Student Information.

10.6.1. The School Board shall provide an electronic file to the Architect with the following confidential student information: all student addresses and the number of students at each address. For the purposes of performing the Scope of Service only, Architect is hereby designated a school official for the purposes of receiving limited confidential student information and the Architect shall remain under the direct control of the School Board with respect to the use and maintenance of the confidential student information.

10.6.2. Architect acknowledges and agrees that it will not disclose the confidential student information to any other person or entity, and will only use the confidential student information for the Scope of Service and for no other purposes. Upon the completion of the Project, Architect shall return to the School Board all original and any copies of the confidential student information, and shall not retain any confidential student information.

10.6.3. Architect will be receiving student information that is otherwise confidential, Architect shall fully comply with the requirements § 1002.22 and § 1002.221, Florida Statutes, and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Architect for itself and its officers, employees, agents, representatives, contractors and subcontractors, shall fully indemnify and hold the School Board and its officers, employees harmless for any violation of this provision, including, but not limited to defending the School Board and its officers and employees against complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School Board, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the School Board arising out of the breach of this provision by the Architect, or its officers, employees, agents, representatives, contractors, and subcontractors, to the extent that the Architect shall either intentionally or negligently violate this provision, or § 1002.22 or § 1002.221, Florida Statutes. This provision shall survive the termination of or completion of all obligations under this Agreement and shall be fully binding upon the Architect until such time as any proceeding which may be brought on account of this provision is barred by any applicable statute of limitations.

ARTICLE 11: MISCELLANEOUS PROVISIONS

11.1 Defining Terms. Unless otherwise defined herein, the terms used in this Agreement shall have their ordinary and customary meanings as used in the industry.

11.2 Gender. Unless the context clearly indicates to the contrary, words singular or plural in number shall be deemed to include the other, and pronouns having a neuter, masculine, or feminine gender shall be deemed to include the others.

11.3 Singular and Plural. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural, the term "including" is not limiting, and the terms "hereof," "hereunder," and similar terms in the Contract Documents refer to the Contract Documents as a whole and not to any particular provision thereof, unless explicitly stated otherwise.

11.4 Computation of Time. All references to any number of days shall mean calendar days unless the term "business days" is specifically included with the reference.

11.5 Captions. The captions used for the Sections in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or the intent of this Agreement or any Article or Section hereof.

11.6 Entire Agreement. This Agreement and the Contract Documents incorporated herein by reference constitute the entire Agreement between the parties with respect to the matters covered by this Agreement. All prior negotiations, representations, and agreements not incorporated in this Agreement are canceled. This Agreement can be modified or amended only by a written document duly-executed by the parties or their duly-appointed representatives.

11.7 Right to Enter Into this Agreement. Each party warrants and represents, with respect to itself, that neither the execution of this Agreement nor the performance of its obligations under this Agreement, shall violate any legal requirement, result in or constitute a breach or default under any indenture, contract, or other commitment or restriction to which it is a party or by which it is bound. Each party also warrants and represents, with respect to itself, that the execution of this Agreement and the performance of its obligations under this Agreement shall not require any consent, vote, or approval which has not been obtained, or at the appropriate time shall not have been given or obtained. Each party agrees that it has or will continue to have throughout the term of this Agreement the full right and authority to enter into this Agreement and to perform its obligations under this Agreement. Upon written request, each party agrees to supply the other parties with evidence of its full right and authority.

11.8 Binding Effect. Each and all of the covenants, terms, provisions, and agreements contained in this Agreement shall be binding upon and inure to the benefit of the parties and their respective assigns, successors, subsidiaries, affiliates, holding companies and legal representatives, as allowed in this Agreement.

11.9 No Construction Against Drafter. Each of the parties has been represented by legal counsel who have had ample opportunity to, and have, participated in the drafting of this Agreement. Therefore, this Agreement shall not be construed more favorably or unfavorably against any party.

11.10 Further Assurances. The parties agree to execute any and all further instruments and documents, and take all such action as may be reasonably required by any party to effectuate the terms and provisions of this Agreement and the transactions contemplated in this Agreement.

11.11 Severability. In the event any of the provisions of this Agreement are determined by a court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision shall materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.

11.12 Waiver. No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by another in the performance of any obligations shall be deemed or construed to be consent or waiver to or of any other breach or default by that party. Except as otherwise provided in this Agreement, failure on the part of any party to complain of any act or

failure to act by another party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of the rights of that party.

11.13 Cumulative Remedies. All rights, powers, remedies, benefits, and privileges available under any provision of this Agreement to any party is in addition to and cumulative of any and all rights, powers, remedies, benefits, and privileges available to such party under all other provisions of this Agreement, at law or in equity.

11.14 No Partnership or Joint Venture. It is understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the Owner and Architect or any other party, or cause either party to be responsible in any way for the debts and obligations of the other party.

11.15 Third-Party Beneficiaries. This Agreement has been made and entered into for the sole protection and benefit of the Owner and Architect, and their respective successors, and no other person or entity shall have any right or action under this Agreement against either the Owner or Architect.

11.16 No Assignment. This Agreement is for the personal services of the Architect and it may not be assigned by the Architect in any manner, whether by operation of law, or by any conveyance, including without limitation, transfer of stock in the Architect firm, without the prior written consent of the Owner. The Owner may withhold its written consent in its sole discretion.

11.17 Owner Transfer of Interest. If the Owner conveys its interest in the Project to a third party, any rights which the Owner may have against the Architect arising from or in connection with this Agreement shall automatically transfer to such third party without the necessity of a written document or consent from the Architect.

11.18 Dispute Resolution. Prior to initiating any litigation related to this Agreement, the parties agree to submit the dispute to nonbinding mediation by a mediator who is certified in Florida in an effort to resolve disputes in an expedient manner. Each party shall bear their own attorneys' fees and the costs incurred by such mediation.

11.19 Governing Law and Venue. This Agreement shall be governed by and construed under the laws of the State of Florida. Except for a suit in Federal court, Indian River County, Florida, shall be the proper place of venue for all suits to enforce this Agreement. Any legal proceedings arising out of or in connection with this Agreement shall be brought in the Circuit Courts of Indian River County, Florida, or, if appropriate, the United States District Court for the Southern District of Florida, Ft. Pierce Division. Notwithstanding any other provision of the Contract Documents, the Owner does not agree to, nor shall the parties, arbitrate in any matter whatsoever any issue arising out of this Agreement, the Contract Documents or the performance thereof. The Owner does not agree to pay attorneys' fees to the prevailing party in connection with any dispute arising out of this Agreement or the Contract Documents.

11.20 Waiver of Jury Trial. The parties expressly waive the right to a jury trial for any claims or disputes arising out of, and in connection with, this Agreement and the performance of services in accordance with the Contract Documents.

11.21 No Waiver of Sovereign Immunity. Nothing in this Agreement is intended to serve, nor should be construed, as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

11.22 Limitation of Liability. The Owner shall be liable, if at all, only to the extent of its interest in the Project, and no officer, director, partner, agent or employee of the Owner shall ever be personally or individually liable with respect to this Agreement or the performance of services under this Agreement. Any subcontract entered into by Architect shall include the foregoing limitation of liability, which shall be effective in the event the Owner ever succeeds to the Architect's rights and obligations under a subcontract.

11.23 Non-Discrimination. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, sexual orientation, or national or ethnic origin.

11.24 Approvals. Whenever any review or approval is required by any party, such party agrees that such review or approval shall be promptly and expeditiously prosecuted to conclusion.

11.25 Force Majeure. With regard to performance under this Agreement, a party shall not be deemed to be in default of this Agreement, or have failed to comply with any term or conditions of this Agreement, if, for reasons beyond the parties reasonable control, including, without limitation acts of God, natural disaster, labor unrest, war, declared or undeclared, the existence of injunctions or requirements for obtaining licenses, easements, permits or other compliance with applicable laws, rules and regulations, such performance is not reasonably possible within such time periods. In the event that any such reasons or conditions occur making performance not reasonably possible within the time periods set forth in this Agreement, then the time for such performance shall be extended until removal of such reasons beyond the parties reasonable control, provided that the party commences such performance as soon as reasonably possible thereafter and diligently pursues such performance.

11.26 Evaluations. Architect will be evaluated by the Owner's Project Representative during the Agreement Term at intervals established by the Owner's Project Representative and at the end of the Project. The evaluation results may be considered in measuring Architect's past performance and may be included in the review process for future solicitations for architectural services. A copy of the evaluation(s) will be provided to Architect upon request.

11.27 Notices. All notices shall be in writing, and all payments shall be by check, and may be served by (a) depositing the same in the United States mail addressed to the party to be notified, postpaid, and registered or certified with return receipt requested, (b) transmitting by facsimile to the numbers set forth below for each party, or (c) delivering the same in person to such party by (i) personal delivery or (ii) overnight courier. Notice deposited in the mail shall be deemed to have been given on the third day next following the date postmarked on the envelope containing such notice, or when actually received, whichever is earlier. Notice given in any manner shall be effective only if and when received by the party to be notified. All notices to be given to the parties shall be sent to or delivered at the addresses or facsimile numbers set forth below:

Owner: Director of Facilities, Planning and Construction
The School District of Indian River County, Florida
6055 62nd Avenue
Vero Beach, FL 32967

Telephone: 772-564-5016
Fax:

Architect: Donadio and Associates, Architects, P.A.
609 17th Street
Vero Beach, FL 32960
Telephone: 772-794-2929
Fax: 772-562-8600

By giving the other party at least 15 days written notice, each party shall have the right to change its address and specify as its new address any other address in the United States of America.

ARTICLE 12: PUBLIC RECORDS ACT/CHAPTER 119 REQUIREMENTS

12.1 Florida Public Records Requirement. The parties recognize information relating to this Agreement is subject to public disclosure under the Florida Public Records Act. Further, Architect acknowledges its legal obligation to comply with section 119.0701, Florida Statutes.

12.1.1 Architect and its subconsultants and subcontractors shall keep and maintain public records, as the phrase is defined in the Florida Public Records Act, that would be required to be kept and maintained by the School Board in order to perform the Scope of Services.

12.1.2 Architect and its subconsultants and subcontractors shall provide access to the public records on the same terms and conditions that the School Board would provide the records and at a cost that does not exceed the cost allowed by law.

12.1.3 Architect and its subconsultants and subcontractors shall not disclose public records that are exempt, or confidential and exempt, from public records disclosure unless specifically authorized by law.

12.1.4 Architects and its subconsultants and subcontractors shall comply with all requirements for retaining public records and shall transfer, at no cost to the School Board, all public records in the possession of Architects and its subconsultants and subcontractors upon termination of this Agreement.

12.1.5. Architects and its subconsultants and subcontractors shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements.

12.1.6. All public records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board.

12.1.7. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with this public records requirement shall result in immediate termination of the Agreement, without penalty to the School board. Further, Architect shall fully indemnify and hold harmless of the School Board, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from Architect's failure to comply with these requirements.

This paragraph shall survive termination of this Agreement.

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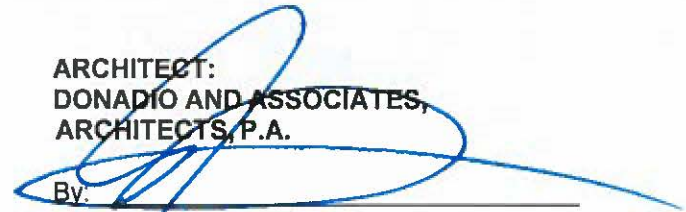
Signature

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their undersigned representatives, pursuant to the authority of their governing bodies, as of the day and year first above written.

**OWNER:
THE SCHOOL BOARD OF:
INDIAN RIVER COUNTY, FLORIDA**

By: _____
Chairman

**ARCHITECT:
DONADIO AND ASSOCIATES,
ARCHITECTS, P.A.**

By: 
Print Name: Anthony J. Donadio

Title: President

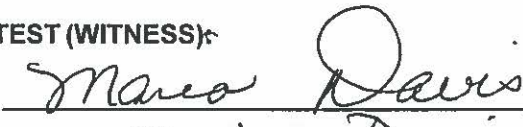
Date: 11/21/16

Date Approved: _____

ATTEST (WITNESS):

By: _____
Superintendent

ATTEST (WITNESS):

By: 
Print Name: MARIA DAVIS
Print Title: Office Manager

THE SCHOOL DISTRICT OF INDIAN COUNTY, FLORIDA

AGREEMENT FOR ARCHITECTURAL SERVICES

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services shall include:

Architectural, Mechanical Electrical, Plumbing and Fire Protection Design work as require to replace and upgrade the HVAC systems within existing building # 700 wing at the Fellsmere Elementary School campus.

The extent of the services provided shall include the following:

Architectural, Mechanical Electrical, Plumbing and Fire Protection Design work as require to replace and upgrade the HVAC systems within existing building # 700 wing at the Fellsmere Elementary School campus. The work will include:

- **Removing the existing DX type roof top HVAC units and all associated materials and replacing with a single chilled water air handling unit connected to the existing campus chilled water plant.**
- **Patching and repairing all roof areas where the existing roof top units were removed.**
- **Constructing a new Mechanical Room structure to house the new air handler unit as required to match the existing adjacent Building 700 façade and surrounding exterior area.**

THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA

AGREEMENT FOR ARCHITECTURAL SERVICES

EXHIBIT B

PROJECT CONSTRUCTION BUDGET

<u>COST CATEGORY</u>	<u>BUDGET</u>
CSI Divisions 1-17	\$ 340,000.00

THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA

AGREEMENT FOR ARCHITECTURAL SERVICES

EXHIBIT C

PROJECTED SCHEDULE

1. 60% drawings submitted to Code Compliance Office for Plan Review: TBD
2. Design Review Meeting with Committee: TBD
3. 100% submitted to Code Compliance Office for Plan Review: TBD
4. Conformed Documents Complete: TBD
5. Construction Start: TBD
6. Substantial Completion/Certificate of Occupancy: TBD
7. Final Completion: TBD
8. Warranty: 12 months after Final Completion Acceptance

THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA

AGREEMENT FOR ARCHITECTURAL SERVICES

EXHIBIT D

SCHEDULE OF PROGRESS PAYMENTS

1. Task 1: Schematic Design/Design Develop Documents.....	\$ 19,075.00
2. Task 2: SD/DD Document Probable Const. Cost Estimate....	\$ 1,500.00
3. Task 3: 100% Construction Documents and Specifications...	\$ 24,525.00
4. Task 4: Bidding.....	\$ 2,725.00
5. Task 4: Construction Administration Services.....	\$ 8,175.00
	SUBTOTAL \$ 56,000.00
6. Reimbursables.....	<u>\$ 2,500.00</u>
Total Contact Amount	\$ 58,500.00

HOURLY RATES

Consultant shall list their employee's job titles/responsibilities & associated hourly rates.

Title/Responsibility

Hourly Rate

DONADIO and ASSOCIATES

Principal in Charge	\$ 175.00
Sr. Project Architect.....	\$ 150.00
CAD Manager	\$ 135.00
CAD Tech I.....	\$ 100.00
Administrative Assistant.....	\$ 85.00

THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA

AGREEMENT FOR ARCHITECTURAL SERVICES

EXHIBIT E

ARCHITECT REIMBURSABLE EXPENSE GUIDELINES

Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees. The reimbursable dollar amount is a not to exceed lump sum dollar allowance of **\$2,500.00** to cover printing costs, permitting, construction investigations, other costs associated with administering the project, and for any additional Owner requested design modifications not covered in the Scope of Services.

TRAVEL

All expenses related to travel, including without limitation train, mileage, air, etc., shall be subject to all laws, policies, and guidelines for the State of Florida and the Owner in connection with eligibility for reimbursement and limitations for dollar amount for such reimbursement. For the purpose of this Agreement the ARCHITECT, including, without limitation, its consultants, agents, employees or representatives shall be deemed to be limited to the same extent as a school board employee, by the affirmations, laws, regulations, and rules that govern eligibility for travel reimbursement and amount of reimbursement.

THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA

AGREEMENT FOR ARCHITECTURAL SERVICES

EXHIBIT F

KEY EMPLOYEES

Identify team members responsible for this Project and their areas of responsibility.

Member

Title/Responsibility

DONADIO and ASSOCIATES

Anthony J. Donadio Principal In Charge

Haydn Curtis Sr. Project Manager

Matt Taylor CADD Manager

Jim Leveroni.....CADD Tech I

Maria Davis.....Administrative Assistant

THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA

AGREEMENT FOR ARCHITECTURAL SERVICES

EXHIBIT G

ADMINISTRATION OF THE CONTRACT

1 ARCHITECT

1.1 The ARCHITECT is the person lawfully licensed to practice ARCHITECTURE or an entity lawfully practicing ARCHITECTURE identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "ARCHITECT" means the ARCHITECT or the ARCHITECT'S authorized representative.

1.2 In case of termination of employment of the ARCHITECT, the Owner shall appoint an ARCHITECT against whom the Construction Manager makes no reasonable objection and whose status under the Contract Documents shall be that of the former ARCHITECT.

2 ARCHITECT ADMINISTRATION OF THE CONTRACT

2.1 The ARCHITECT will provide administration of the Construction Management Agreement (the "Contract"), which is incorporated by reference, as described in the Contract Documents, and will be the Owner's representative from the date of award of the Construction Management Agreement through the date of issuance to Owner of the Final Certificate for Payment, and during any corrective Work, if authorized by Owner. The ARCHITECT will advise and consult with the Owner. The ARCHITECT will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless otherwise modified by written instrument in accordance with other provisions of the Contract.

2.2 All terms not otherwise defined in this Agreement shall be as defined in the Agreement between the Owner and Construction Manager with respect to the construction of this Project.

2.3 The ARCHITECT will visit the site at bi-weekly intervals appropriate to the stage of construction, unless otherwise agreed to in writing by Owner and Architect, to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with all of the requirements of the Contract Documents. The ARCHITECT will promptly submit to Owner a detailed written report subsequent to each such on-site visit and will within two (2) working days notify Owner, in writing, of any observation of any person or entity failing to perform the Work in accordance with the Contract Documents. However, the ARCHITECT will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an ARCHITECT, the ARCHITECT will exercise the utmost care and diligence in discovering any defects or deficiencies in the Work of the Construction Manager, its subcontractors, and any of their agents or employees, or

any other person performing any of the Work in the construction of the Project, and will keep the Owner informed of progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work by promptly reporting to Owner any defects or deficiencies in the Work.

2.3.1 As part of Basic Services, the Architect shall attend all meetings of the Owner's staff and School Board Meetings as required by Owner if Owner determines such attendance is in fulfillment of this document or Architect's responsibilities hereunder, and shall keep the minutes of the meetings and distribute them to the Owner and Construction Manager in a timely manner.

2.4 The ARCHITECT will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Construction Manager's responsibility. The ARCHITECT will not be responsible for the Construction Manager's schedules or failure to carry out the Work in accordance with the Contract Documents. The ARCHITECT will not have control over or charge of and will not be responsible for acts or omissions of the Construction Manager, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.5 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the Owner and Construction Manager shall communicate through the ARCHITECT. Communications by and with the ARCHITECT'S consultants shall be through the ARCHITECT. Communications by and with Subcontractors and material suppliers shall be through the Construction Manager. Communications by and with separate contractors shall be through the Owner.

2.6 Based on the ARCHITECT'S observations and evaluations of the Construction Manager's Applications for Payment, the ARCHITECT will review and certify the amounts due the Construction Manager and will issue Certificates for Payment in such amounts. The ARCHITECT'S certification for payment shall constitute a representation to Owner, based on the ARCHITECT'S on-site observations (as provided in paragraph 2.2 of this Exhibit) and on the data comprising the Construction Manager's Application for Payment, that the Work has progressed to the point indicated and that, to the best of ARCHITECT'S knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents.

2.7 The ARCHITECT will have authority to reject Work that does not conform to the Contract Documents. Whenever the ARCHITECT considers it necessary or advisable for implementation of the intent of the Contract Documents, the ARCHITECT will have authority to require additional inspection or testing of the Work, whether or not such Work is fabricated, installed or completed. However, neither this authority of the ARCHITECT nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the ARCHITECT to the Construction Manager, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

2.8 The ARCHITECT will review and approve or take other appropriate action upon the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the purpose of determining whether or not the Work, when completed, will be

in compliance with the requirements of the Contract Documents. The ARCHITECT'S action will be taken within two (2) business days so as to cause no delay in the Work or in the activities of the Owner, Construction Manager or separate contractors, while allowing sufficient time in the ARCHITECT'S professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Construction Manager as required by the Contract Documents. The ARCHITECT'S review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the ARCHITECT, of any construction means, methods, techniques, sequences or procedures. The ARCHITECT'S approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.9 The ARCHITECT will prepare Proposal Requests, Change Orders and Construction Change Directives, and may authorize minor changes in the Work, which do not involve an adjustment in the Contract Sum or an extension of the Contract Time and are not inconsistent with the intent and requirements of the Contract Documents.

2.10 The Architect will review and respond to any Request for Information ("RFIs") initiated by the Construction Manager by issuing Architect's Supplemental Instructions ("ASI") to specify or provide additional instructions, information and interpretations related to a set of Plans and/or Specifications developed by the Architect, consistent with the intent of the Contract Documents.

2.11 The ARCHITECT will conduct observations, determine the date or dates of Substantial Completion and the date of Final Completion, and will issue a Certification of Substantial Completion and the Certificate of Final Inspection. The ARCHITECT will receive and forward to the Owner for the Owner's review and records written warranties, guarantees, and related documents required by the Contract and assembled by the Construction Manager, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

2.12 Upon receipt of the Construction Manager's Completion List, the Architect, after inspection of the Work, may add additional items to the list which the Construction Manager shall promptly correct to successfully reach Substantial Completion of the Work. Not more than 30 calendar days after reaching Substantial Completion, the Owner and Architect together will develop the "Substantial Completion Punch List," which shall establish a single list of items required to render complete, satisfactory, and acceptable the Work to be performed by Construction Manager under the Construction Management Agreement and in accordance with the Contract Documents.

2.13 When the Owner's Project Representative and Architect determine that the Work or designated portion thereof as defined in the Contract Documents is substantially complete, the Architect shall issue a Certification of Substantial Completion which establishes: the date of substantial completion; the "Substantial Completion Punch List"; the date by which the Construction Manager shall complete all items on the Substantial Completion Punch List, and such other items as the Architect and Owner's Project Representative deem appropriate. The Certificate of Substantial Completion shall be executed by the Architect, Construction Manager and Owner.

2.14 If the Owner and ARCHITECT agree, the ARCHITECT will provide one or more project representatives to assist in carrying out the ARCHITECT'S responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents. If no such exhibit has been so incorporated, the duties, responsibilities and limitations of authority of such Project Representative shall be as set forth in the edition of AIA Document B352 current as of date of the Agreement.

2.15 The ARCHITECT will interpret and provide recommendations to Owner concerning performance under and requirements of the Contract Documents on written request of either the Owner or Construction Manager. The ARCHITECT'S response to such requests will be made within two (2) business days unless otherwise agreed upon by Owner and Architect.

2.16 Interpretations and decisions of the ARCHITECT will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the ARCHITECT will endeavor to secure faithful performance by both Owner and Construction Manager, will not show partiality to either, and will not be liable for results of interpretations or decisions so rendered in good faith, in the absence of negligence.

2.17 The ARCHITECT'S decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in or reasonably inferable from the Contract Documents.

3 CLAIMS AND DISPUTES

3.1 Definition. A Claim is a demand by either the Owner or Construction Manager seeking an adjustment or interpretation of Contract terms, payment of money, extension of time or any other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Construction Manager arising out of or relating to the Contract Documents. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

3.2 Claims arising prior to final payment or the earlier termination of the Contract shall be referred initially to the ARCHITECT for action as provided in Paragraph 4.

3.3 Time Limits on Claims. Claims by either party must be made within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. Any change or addition to a previously made Claim shall be made by written notice in accordance with this subparagraph 3.3.

3.4 Continuing Contract Performance. Pending final resolution of a Claim including litigation, unless otherwise agreed in writing, the Construction Manager shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

3.5 Waiver of Claims: Final Payment. The making of final payment does not constitute a waiver of Claims by the Owner.

3.6 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The ARCHITECT will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Construction Manager's cost of, or time required for, performance of any part of the Work, will recommend to Owner an equitable adjustment in the Contract Sum or Contract Time, or both. If the ARCHITECT determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the ARCHITECT shall so notify the Owner and Construction Manager in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the ARCHITECT has given notice of the decision. If the Owner and Construction Manager cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the ARCHITECT for initial determination, subject to further proceedings pursuant to Paragraph 4.

3.7 Claims for Additional Cost. If the Construction Manager wishes to make Claim for an increase in the GMP, written notice shall be provided to the Owner's Project Representative before proceeding to execute the Work. Prior notice is not required for Claims involving an immediate emergency endangering health, safety, life, welfare or property. If the Construction Manager believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the ARCHITECT, (2) an order by the Owner to stop the Work where the Construction Manager was not at fault, (3) a written order for a minor change in the Work issued by the ARCHITECT, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with the procedure established herein.

3.8 Claims for Additional Time

3.8.1 If the Construction Manager wishes to make Claim for an increase in the Contract Time, written notice shall be provided to the Owner's Project Representative. The Construction Manager shall have the burden of demonstrating the effect of the claimed delay on the Contract Time, and shall furnish the ARCHITECT with such supporting documents as the ARCHITECT may reasonably require. In the case of a continuing delay, only one Claim is necessary.

3.8.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled Work.

3.9 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be provided to the other party immediately, and in no event later than 21 days after the injury or damage occurred. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in Subparagraphs 3.7 or 3.8 above.

4 REVIEW OF CLAIMS BY ARCHITECT

4.1 The ARCHITECT shall review Claims and may (1) defer any action with respect to all or any part of a Claim and request additional information from either party; (2) decline to render a decision for any reason which ARCHITECT deems appropriate; or (3) render a decision on all or a part of the Claim within ten (10) days from the date of the Claim. The ARCHITECT shall notify the parties in writing of its disposition of such Claim. If the ARCHITECT renders a decision or declines to render a decision, either party may proceed in accordance with Paragraph 5.

4.2 If a Claim has been resolved, the ARCHITECT will prepare or obtain appropriate documentation.

4.3 If a Claim has not been resolved, the party making the Claim shall, within ten 10days after the Architect's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by the ARCHITECT, (2) modify the initial Claim or (3) notify the ARCHITECT that the initial Claim stands.

4.4 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the ARCHITECT, the ARCHITECT will notify the parties in writing that the Architect's decision will be made within seven days, which decision shall be final and binding on the parties but subject to litigation. Upon expiration of such time, the ARCHITECT will render to the parties the ARCHITECT's written decision relative to the Claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Construction Manager's default, the ARCHITECT may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

5 LITIGATION

5.1 Either party may pursue any Claim against the other in any court within the State of Florida having jurisdiction, pursuant to applicable governing law and venue provisions in the Contract Documents, provided the party has first complied with the provisions of Paragraph 3 and 4 with respect to such Claim. The word "litigation" shall be deemed to replace the word "arbitration" wherever the latter word appears in the Contract Documents.

5.2 The dispute resolution process shall be as described in section 218.76(2), Florida Statutes.

THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA

AGREEMENT FOR ARCHITECTURAL SERVICES

EXHIBIT H

TRUTH IN NEGOTIATION CERTIFICATE

The wage rates and other factual unit costs supporting the compensation under the Agreement between the School Board of Indian River County, Florida and Donadio & Associates Architects, P.A. dated November 21, 2016 are accurate, complete and current as of the time of entering into the Agreement. This Certificate is executed in Compliance with Section 287.055 (5) (a) of the Florida Statutes.

DATED this 21st day of November 2016.

By:

STATE OF FLORIDA

COUNTY OF FLORIDA

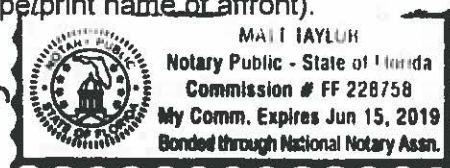
BEFORE ME, the undersigned authority, personally appeared Anthony J. Donadio [name of affiant and title] of Donadio & Associates Architects, P.A. [name of Consultant] who, after first being duly sworn, deposes and says that the foregoing Truth-In-Negotiation Certificate is true and correct to the best of his/her knowledge, information and belief.

SWORN TO AND SUBSCRIBED before me this 21st day of November.

2016, by ANTHONY J. DONADIO (type/print name of affiant).

Notary Public (printed name)

MAT TAYLOR



Personally known to me ✓; or has produced identification

Type of identification produced: _____

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APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER):	PROJECT:	APPLICATION NO:	13-Retainage	Distribution to:
School District of Indian River County	Citrus Elementary School Classroom	CONSTRUCTION	<input checked="" type="checkbox"/>	OWNER (2)
1990 25th Street	2771 Citrus Road	PERIOD TO:	11/10/2016	<input checked="" type="checkbox"/> ARCHITECT (1)
Vero Beach, FL 32960	Vero Beach, FL 32968			<input checked="" type="checkbox"/> CONTRACTOR (1)
FROM (CONTRACTOR):	VIA (ARCHITECT):	ARCHITECT'S	<input type="checkbox"/>	
Proctor Construction Company	CM Crawford Architects, Inc.	PROJECT NO:	2015-19	
2050 US Highway 1, Suite 200	Vero Beach, FL			
Vero Beach, FL 32960				
CONTRACT FOR: Construction		CONTRACT DATE:	6/9/2015	

CONTRACTOR'S APPLICATION FOR PAYMENT

PURCHASE ORDER SUMMARY			
Purchase Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL			0.00
Approved this Month			
Number	Date Approved		
ODP's 1-3	2/25/2015		-104,712.06
ODP'S 4-17			-598,068.32
ODP'S 18-19			-41338.34
Unused ODP		22,876.55	
TOTALS		22,876.55	-721,242.17
Net change:			-721,242.17

Application is made for Payment, as shown below, in connection with the Contract. Detail Sheet is attached.

1. ORIGINAL CONTRACT SUM	4,319,353.00
2. PURCHASE ORDERS/OCO	-721,242.17
3. CONTRACT SUM TO DATE	3,598,110.83
4. TOTAL COMP & STORED TO DATE	3,095,478.35
5. RETAINAGE:	
Retainage Held to Date	
10% of Stored Material	0.00
TOTAL RETAINAGE	0.00
6. TOTAL EARNED LESS RETAINAGE	3,095,478.35
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	2,873,711.44
(Line 6 FROM PRIOR Certificate)	
8. CURRENT PAYMENT DUE	221,766.91
9. BALANCE TO FINISH, PLUS RETAINAGE	502,632.48
(Line 3 less Line 6)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work which previous Certificates for payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Donald Tolliver Date: 11/10/2016
Donald Tolliver-President/COO

State of: Florida County of: Indian River

Subscribed and sworn before me this 10th day of Nov 2016.

Notary Public:

My Commission expires: 06/01/2018

Patricia Pitts
Patricia Pitts



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief, the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

\$ 221,766.91

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT: CM Crawford Architects, Inc.

By: CM Crawford Architects, Inc.

Date: 11/22/16

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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**THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA
AGREEMENT FORM FOR A CONTINUING SERVICE CONTRACT**

MECHANICAL, ELECTRICAL AND PLUMBING DESIGN/ENGINEERING SERVICES

THIS CONTINUING SERVICE CONTRACT (the "Contract"), made by and between **THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA**, located at 6500 57th Street, Vero Beach, FL 32967 (hereinafter referred to as "School Board" or "Owner"), and

(hereinafter referred to as "Consultant"), a corporation with its principal office located at

WHEREAS, the School Board desires to obtain Mechanical, Electrical and Plumbing Design/Engineering Services for assigned projects within the School District (hereinafter referred to as "Continuing Service Projects") and issued **RFQ #** **-0-2017/JC** to find qualified professionals to fulfill the need for these services pursuant to Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act ("CCNA"); and

WHEREAS, the Term of the Contract is one (1) year after School Board approves the Contract, and School Board may, at its option, at a regular or special Board meeting, renew this Contract at the end of the Term for two additional renewal terms of one (1) year each for a maximum term of three (3) years, subject to, among other things, the availability of funds, unless otherwise terminated pursuant to Article 8; and

WHEREAS, School Board retains a Consultant, to perform the services described herein, and other required professional services on an "as needed" basis, as designated, authorized, and assigned by School Board, and School Board agrees to compensate Consultant for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that the Consultant is available to provide professional services, in accordance with prior, mutually agreed-upon conditions, and the School Board has complied with all requirements of the CCNA, in the selection of Consultant and in negotiations for this Contract; and

NOW, THEREFORE, School Board and Consultant, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

ARTICLE 1: GENERAL CONTRACT PROVISIONS

1.1 Recitals. The recitals set forth in the WHEREAS clauses are incorporated by reference and made a part of this Contract.

1.2 Relationship of Parties. The Consultant accepts the relationship of trust and confidence established with the Owner by this Contract, and covenants with the Owner to furnish the Consultant's reasonable skill and judgment to provide professional services required to complete the Continuing Service Projects in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, Consultant and other persons or entities employed by the Owner for the Continuing Service Project. Nothing contained in this Contract or the Contract Documents (as defined in ¶ 1.4 below) shall be construed to create a contractual relationship between any other person or entity other than the Owner and Consultant.

1.3 Owner's Project Representative. The Owner hereby designates the Director of Facilities or designee, as its representative with the authority to assign the responsibility of managing the Continuing Service Project to a School District Project Field Representative (hereinafter "Owner's Project Representative"). The Owner's Project Representative is hereby delegated and assumes the Owner's responsibilities and authorities in the administration of this Contract ONLY as noted herein.

1.4 Contract Documents.

1.4.1 The Contract Documents shall consist of this Contract; any addenda issued prior to execution of this Contract; any written modifications issued after execution of this Contract, including any amendments to this Contract; the designs, drawings, and specifications; the Request for Qualifications issued by the Owner and the Consultant's written responses thereto; and the following exhibits attached to this Contract:

- Exhibit A – Scope of Services
- Exhibit B – Unit Labor Rates
- Exhibit C – Truth-in-Negotiation Certificate
- Exhibit D – Task Assignment

Exhibits A through D are incorporated into this Contract by reference and shall be binding on the Consultant.

1.4.2 The term "Request for Qualifications Solicitation Document" as used herein refers to the Request for Qualifications ("RFQ") that was advertised by the Purchasing Department and subsequently led to the award of this Contract (-0-2017/JC).

1.4.3 Conflicts in the Contract Documents. In the event of any conflict between the relevant Contract Documents, the documents shall be construed, and all conflicts shall be resolved, according to the following priorities:

First Priority	The Task Assignment (Exhibit D)
Second Priority	Amendments to the designs, drawings, and specifications (later date to take precedence)
Third Priority	The Contract
Fourth Priority	Specifications and drawings
Fifth Priority	Consultant's responses to the RFQ
Sixth Priority	The RFQ

However, the parties specifically acknowledge that the terms and conditions in the Contract shall not be amended by any Contract Documents, unless otherwise agreed upon and expressly stated by the parties in writing in a duly-executed amendment to the Contract.

ARTICLE 2: CONSULTANT'S RESPONSIBILITIES AND SCOPE OF SERVICES

2.1 Professional Services. The Consultant agrees to furnish and perform professional services for the Continuing Service Project under the terms of the Contract Documents as follows:

2.1.1 Basic Services. The nature and scope of the Consultant's professional services are specified in Exhibit A – Scope of Services (hereinafter referred to as "Basic Services"). The Consultant agrees to furnish and perform professional services for each Continuing Service Project at a total construction cost to the Owner, which does not exceed the Project Construction Budget as defined in each Task Assignment (Exhibit D). The Consultant shall perform the Basic Services under this Contract to the satisfaction of the Owner's Project Representative.

2.1.2 Additional Services. The Consultant further agrees to furnish and perform professional services not included as Basic Services (hereinafter referred to as "Additional Services"), only if and when such Additional Services are specifically requested and authorized in writing by the Owner's Project Representative. Additional Services may only be performed after the Consultant has received a Purchase Order, fully-executed Task Assignment, or Amendment, and Notice to Proceed for such Additional Services. Consultant's fee for Additional Services will be computed in accordance with the hourly rates described in Exhibit B - Unit Labor Rates. If any Additional Services are provided by the Consultant's sub-consultants, separate consultants, or subcontractors, and such Additional Services consist of services for which the Consultant would be entitled to an additional fee if the Consultant had provided the services itself, then the Owner shall reimburse the Consultant for such actual reasonable amounts paid by Consultant to its sub-consultants, separate consultants, or subcontractors for such Additional Services, and the Consultant shall not be entitled to any additional fee or compensation costs.

2.2 Project Design. The Project shall be designed in accordance with the following:

2.2.1 The current edition of the rules of the Florida State Board of Education, Florida Building Code, in effect at the time this Contract is approved or at the time the work is performed, whichever is later.

2.2.2 The School District of Indian River County Educational Specifications or any educational or ancillary specifications, architectural program, design standard or project requirements developed by the Owner specifically for the Project.

2.2.3 The provisions of the Florida Statutes, including but not limited to chapter 1013, which apply to the Project.

2.2.4 All laws, regulations, or codes addressing site water management, water wells, environmental requirements, and sanitation.

2.2.5 The federal requirements of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*).

2.3 Permitting and Approvals. The Consultant shall prepare, file, and coordinate the approval of all permitting actions, document reviews and approvals with any applicable city, county, state, and federal bodies having jurisdiction and authority for the permitting, document reviews, and approvals.

2.4 Subconsultants, Separate Consultants, or Subcontractors. If the Consultant desires to employ subconsultants, separate consultants, or subcontractors in connection with the performance of its services under this Contract, it agrees to comply with the following:

2.4.1 Owner Approval. The Consultant shall submit any proposed subconsultants, separate consultants, or subcontractors to the Owner's Project Representative for prior written approval. The Owner has the sole discretion to withhold its approval. The Owner shall not be liable to the Consultant in any manner whatsoever arising out of the Owner's objection to a proposed subconsultant, separate consultant, or subcontractor.

2.4.2 Consultant Responsibilities. The Consultant shall coordinate the services and work product of any subconsultant, separate consultant, or subcontractor and shall remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant or its subconsultants, separate consultants, or subcontractors. The Consultant shall review and approve any designs, drawings, specifications, shop drawings, submittals, or other items produced or furnished by any subconsultant, separate consultant, or subcontractor prior to submittal to the Owner's Project Representative. The Consultant shall correct or revise any errors or deficiencies it identifies in the designs, drawings, specifications, shop drawings, submittals, or other items or services produced or provided pursuant to this Contract, and the Consultant shall provide the Owner's Project Representative with such corrected or revised designs, drawings, specifications, shop drawings, submittals, or other items at the Consultant's sole cost and expense.

2.2.3 Subconsultant, Separate Consultant, or Subcontractor Responsibilities. Any agreements entered into between Consultant and a subconsultant, separate consultant, or subcontractor for services to be completed on Continuing Service Projects shall incorporate the terms of this Contract. To the extent the services are to be performed by the subconsultant, separate consultant, or subcontractor, that third party shall be bound by all provisions in this Contract, and shall assume toward the Consultant all of the obligations which the Consultant by this Contract assumes toward the Owner. The Consultant acknowledges that nothing herein shall in any way relieve the Consultant from any of its duties under this Contract.

2.2.4 Owner Consultants. The Consultant shall cooperate at all times with the Owner and shall cooperate and coordinate with any separate consultant or agent hired by the Owner. The Consultant shall incorporate the work product of any Owner-retained consultant in a manner which is appropriate or necessary to facilitate the design and construction of Continuing Service Projects within the project's budget and schedule. In the event the Owner so elects, and upon written mutual consent as evidenced by a Task Assignment to this Contract, the Consultant shall accept any assignment of any agreement or contract the Owner may have with any Owner-retained consultant.

2.3 Employees/Agents of Owner. The responsibilities of the Consultant for performing services under this Contract and the Construction Documents is not relieved or affected in any respect whatsoever by the presence of, or inspection by, employees or agents of the Owner. The Consultant agrees that its responsibilities for approving and certifying work for payment are not shared by any employee or agent of the Owner.

ARTICLE 3: PROPOSAL REQUIREMENTS, FEES, AND PAYMENT

3.1 Proposal Requirements. Based upon Unit Labor Rates (Exhibit B, Page 28) for a specific Continuing Service Project, the Consultant will provide the Owner's Project Representative with a detailed written proposal, which shall include a total not-to-exceed cost for services with a detailed breakdown of material and labor required to complete the Scope of Services identified in– the Task Assignment (Exhibit D, Page 30). For purposes of this Contract, a Task is identified as a specific service or phase of work to be performed by the Consultant and its subconsultants, separate consultants, or subcontractors, which summarizes the scope of work to be completed and includes the detailed cost to complete.

3.1.1 The Consultant's proposal shall include a list of Tasks that accurately identifies and details the Scope of Services to be performed. All labor, material and equipment costs for each Continuing Service Project shall be broken down by Task, and shall be complete and detailed, and shall include and identify, without limitation, the number of hours of work by title and responsibility of each employee or professional performing each service, while adhering to the Unit Labor Rates (Exhibit B). The title and responsibility of the Consultant's employees must accurately reflect the type of service to be performed.

3.1.2 Schedule. The Consultant shall include in its proposal a comprehensive schedule for the successful and timely completion of its services, as well as those services provided by the Consultant's subconsultants, separate consultants, or subcontractors, for each Continuing

Service Project (the "Consultant's Project Schedule"). The Consultant's Project Schedule will be agreed upon by the Owner and Consultant on a project-by-project basis and will be included in the Task Assignment (Exhibit D) for each Continuing Service Project. Once submitted and agreed upon by the Owner's Project Representative and the Consultant, the Consultant and its subconsultants, separate consultants, and subcontractors will be bound by the Consultant's Project Schedule and will not deviate from it without prior written authorization from the Owner's Project Representative. Whether or not deviations from the Consultant's Project Schedule have been authorized by the Owner's Project Representative, the Consultant shall update the Consultant's Project Schedule as necessary to reflect Owner-approved changes or unavoidable deviations, and to indicate the probable impact of those deviations on the performance of the Consultant's services and the Continuing Service Project. However, nothing in this subparagraph is intended to be, nor shall be construed as, a waiver of the Owner's right to obtain full compliance by the Consultant with approved schedules.

3.2 Subconsultants, separate consultants, or subcontractors. The hourly rate(s) for other professional services required by the use of subconsultants, separate consultants, or subcontractors will be negotiated at the time a proposal for such services is required and submitted to the Owner's Project Representative for approval. Subconsultants, separate consultants, and subcontractors are required to provide the same level of detail in their proposals as described in paragraph 3.1 of this Contract.

3.3 Contract Sum. The Owner agrees to pay to the Consultant for Basic Services at a not-to-exceed fixed fee (the "Contract Sum"), as set forth in the Task Assignment (Exhibit D) and approved by the Owner. The Task Assignment shall set forth the appropriate fee structure for each completed Task. The fee structure and hourly rates may be revised only by written amendment to this Contract, duly-executed by both parties.

3.4 Reimbursable Expenses. The Owner shall pay the Consultant for certain reimbursable expenses (the "Reimbursable Expenses") as set forth in the Task Assignment (Exhibit D). Each request for reimbursement shall be accompanied by detailed, credible, and legible documentation indicating the project-related nature of the expense and the actual costs incurred.

3.5 Payment for Services Performed. For each Continuing Service Project, the Consultant shall be paid upon successful completion of each Task identified under the Schedule of Progress Payments in the Task Assignment (Exhibit D) and Purchase Order or, for Tasks that will take longer than one month to complete, by monthly payments based on the percentage of services completed for each Task at the time the Payment Application is submitted to the Owner's Project Representative.

3.5.1 Payment Applications must match the detailed description provided on the original proposal, the Purchase Order, and the Task Assignment (Exhibit D); shall be in a format approved by the Owner's Project Representative (Facilities Division Payment Requisition Form); and shall reflect in detail the services completed.

3.5.2 Payment Applications shall be invoiced either upon successful completion of each Task or, for Tasks that will take longer than one month to complete, monthly based on the

percentage of services completed at the time the Payment Application is submitted to the Owner's Project Representative. To the extent that there is any disagreement between the Consultant and the Owner's Project Representative with respect to the percentage of services completed for any given Task represented on the Consultant's monthly Payment Application, then the Owner's Project Representative and the Consultant will negotiate and agree upon the percentage of services completed without delaying the Consultant's work on the Continuing Service Project.

3.5.3 The Consultant expressly waives any right to payment for any Additional Services (as defined in paragraph 2.1.2 above) performed if the Consultant has not received prior written authorization for such services by the Owner's Project Representative, which would have resulted in the Consultant receiving a Purchase Order, a fully executed Task Assignment or Amendment and Notice to Proceed.

3.5.4 Final payment to the Consultant shall not be made by the Owner until the Original Work Product (as defined in paragraph 5.1.3 below) has been received and accepted by the Owner's Project Representative.

3.5.5 Payment will not be due from the Owner for any work that is performed without specific written authorization signed and approved by the Owner in the manner provided by this Contract, or other applicable rules, regulations, or law. The Owner shall not be responsible to pay for any services that are performed pursuant to the direction of a representative or employee of the School District of Indian River County if the amount charged exceeds the authority granted to that District employee or agent pursuant to the rules and procedures of the School Board of Indian River County, or Florida law.

3.5.6 The Unit Labor Rates (Exhibit B) may be revised only by written amendment to this Contract, agreed to and executed by both parties to this Contract.

ARTICLE 4: PROJECT CONSTRUCTION BUDGET, CONSULTANT'S PROJECT SCHEDULE AND PROJECT MANAGEMENT

4.1 Project Construction Budget. The Consultant acknowledges that the Owner has provided a Project Construction Budget, identified for each Continuing Service Project in the Task Assignment (Exhibit D). The Project Construction Budget is defined as the total budget identified for the construction of the Project. As identified in the Task Assignment (Exhibit D), the total Project Construction Budget consists of site development, building shells and interiors, site improvements, and any equipment that is included in the construction of the Project. The Consultant's work product, including without limitation, any designs, plans, and drawings, shall be designed to be constructed within the Project Construction Budget.

4.1.1 Redesign. If bids received on the Project are not within the Project Construction Budget, the Consultant shall perform all redesign work, which is reasonable and necessary to redesign the Project so that bids are received within the Project Construction Budget, as a part of its Basic Services. In the event that the redesigned work is necessitated solely by the error or omissions of the Owner, then the Consultant shall perform such redesign work as Additional Services.

4.1.2 Cost Consultant. Although the Consultant is responsible for developing a design that meets the Project Construction Budget, the Owner may hire a Cost Consultant to verify costs on the Project. The Consultant shall cooperate with the Owner's Cost Consultant by providing all necessary information for the preparation and updating of all estimates of construction costs throughout all phases of the Project.

4.2 Schedule. The Consultant shall commence Basic Services after both parties have executed this Contract and the Consultant has received a Purchase Order, fully-executed Task Assignment (Exhibit D), and Notice to Proceed issued by the Owner. The Consultant shall complete its services in accordance with the Consultant's Project Schedule, set forth in, and incorporated into this Contract by, Task Assignment (Exhibit D).

4.2.1 The parties agree that time is of the essence for each Task Assignment. The following is a sample of Schedule Milestones that will be negotiated and must be included with the Consultant's Proposal for each Continuing Service Project:

- a. First Design Meeting with Facilities Division Staff.
- b. 60% drawings and specifications submitted to Code Compliance for Plan Review.
- c. 100% drawings and specifications submitted to Code Compliance for Plan Review.
- d. Conformed Documents Complete.
- e. Construction Start
- f. Substantial Completion
- g. Final Completion
- h. 11 Month Warranty Walkthrough

4.2.2 Any changes to the Consultant's Project Schedule shall be agreed upon by the Consultant and the Owner's Project Representative and confirmed by a duly-executed written amendment to the Task Assignment.

4.2.3 The schedule for Additional Services, if any, shall be established by the Owner's Project Representative and included in a fully-executed amendment to this Contract.

4.2.4 Acceleration. The Consultant shall accelerate performance of Basic Services and Additional Services, if any, in the manner directed by the Owner's Project Representative. The Owner's Project Representative has the sole discretion to determine that acceleration is necessary to maintain the Consultant's Project Schedule. If acceleration is required due to delays caused solely by the Consultant, the acceleration shall be at no cost to the Owner. If acceleration is required due to delays partially caused by the Consultant, the portion of the delay not caused by the Consultant will be treated as an Additional Service, and the portion of the delay caused by the Consultant will be treated as a Basic Service at no additional cost to the Owner. Additional Services required due to delay not caused by the Consultant must be requested and authorized in writing by the Owner's Project Representative.

ARTICLE 5: DOCUMENTS

5.1 Ownership of Documents. All plans, drawings, specifications, sketches, models, designs, artwork, programs, software, reports, photographs, or other tangible work product produced, originally-developed, or submitted to the Owner's Project Representative by Consultant pursuant to this Contract (hereinafter referred to as the "Original Work Product") are and shall remain the sole property of the Owner. Original Work Product shall include, but not be limited to, all computer-generated electronic documents (Computer-Aided Design Documents (CADD) and specifications).

5.1.1 Owner's Rights. The Owner shall have the right to use any and all Original Work Product. Consultant shall maintain a set of reproducible record prints of the Original Work Product. If subsequent usage by the Owner shall require further evidence of sealing requirements, Consultant shall make appropriate arrangements with the Owner for this purpose. The Owner shall have an irrevocable license or right to use, reproduce or make derivative works from these documents for any renovations, maintenance or remodeling of the Project. The Owner shall also have an irrevocable right to use and reproduce the image of the Project designed by the Consultant and to reproduce documents and data within the documents.

5.1.2 To the extent the services performed under this Contract produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the Owner as the author, creator, or inventor thereof upon creation, and the Owner shall have all rights therein including, without limitation, the right of reproduction, with respect to such copyrightable or patentable Original Work Product. The Consultant agrees to cooperate fully with the Owner in filing the appropriate application with the U.S. Patent and Trademark Office to obtain a patent or patents, at the option, and in the sole discretion, of the Owner. The Consultant further agrees to assign to the School Board all rights to any patent or patents obtained and any copyrighted Original Work Product. If the Owner elects its right to insist that a patent application will be filed, then the Owner will be responsible to pay all required, reasonable and necessary costs and fees associated with the preparation of the application for a patent or patents, filing of the application, prosecution of the application, and assignment of rights to the Owner. The Consultant acknowledges that the provisions herein are a significant factor in the Owner's decision to enter into this Contract with the Consultant.

5.1.3 Delivery of Original Work Product. After final completion of each Continuing Service Project, the Consultant shall retrieve from the Contractor the as-built documents, created from field data collected during the course of the Continuing Service Project. The Consultant shall review the as-built documents for accuracy and then incorporate the original drawings, site changes and information taken from the as-built drawings into Record Drawings. The Consultant shall deliver the Original Work Product to the Owner's Project Representative upon Final Completion of the Continuing Service Project, unless, in the Owner's Project Representative's sole discretion, it is necessary for Consultant to retain possession of the Original Work Product for a longer period of time. CADD Record Drawings shall match the final printed as-built files to include all markups, notes, and revisions. Upon early termination of the Consultant's services, the Consultant shall deliver all Original Work Product to the Owner's Project Representative, complete or incomplete, within ten (10) calendar days of the effective date of the early termination.

5.1.4 The Consultant shall retain copies of all Original Work Product for its permanent records; however, the same cannot be used for purposes other than Continuing Service Projects under this Contract without the Owner's prior written consent. The Consultant agrees not to recreate any designs, or any other tangible work product contemplated by or originally-developed under this Contract, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the Original Work Product developed by the Consultant under this Contract.

5.1.5 The Consultant shall provide the Original Work Product and all documentation required for project closeout before final payment is approved by the Owner.

5.2 Documents and Copies. For each Continuing Service Project, the Consultant shall provide the Owner's Project Representative with copies of all reports and other documents (except correspondence) prepared by the Consultant under this Contract. The copies shall be furnished as requested by the Owner's Project Representative, and as they are prepared and completed by the Consultant. The Consultant shall promptly furnish the copies to the Owner's Project Representative, along with a detailed invoice showing the Consultant's copy expenses, and the Owner shall pay the reasonable and agreed-upon cost for the reproduction.

5.3 Accounting Records and Owner's Right to Audit. The Consultant shall establish and maintain a reasonable accounting system to keep full and detailed accounts and to exercise such cost controls as may be necessary for proper financial management under this Contract. The accounting and cost control systems shall be satisfactory to the Owner, as necessary to audit and verify the completeness and accuracy of all costs incurred and contained in the Consultant's invoices, proposals, and monthly Payment Applications. The Owner and the Owner's accountants or other duly-authorized representatives or agents shall be afforded access to all of the Consultant's financial and other related records. The Consultant shall maintain its direct personnel expense records, subconsultant expense records, and other expense records, which pertain to the Continuing Service Project, as well as its record of accounts between the Consultant and the Owner, which pertain to the Continuing Service Project. The records shall be available to the Owner or its authorized representatives, during regular business hours for inspection and copying. The Consultant shall maintain accurate time records, to within the nearest quarter of an hour for each time entry for all work performed by the employees of the Consultant under this Contract.

5.3.1 "Records," as referred to in this Contract, shall include without limitation any and all information, materials and data of every kind and character, including, without limitation, documents, recordings, agreements, purchase orders, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the Owner's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Documents. Such records shall include (hard copy, as well as computer-readable data if it can be made available), written policies and procedures; time sheets; payroll registers; expense records; cancelled checks; subconsultant, separate consultant, and subcontractor files; original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); and any other Consultant records which may have a bearing on matters of interest to the Owner in connection with the Consultant's dealings with the Owner

(all foregoing hereinafter referred to as "records") to the extent necessary to permit evaluation and verification of: a) the Consultant's compliance with Contract requirements, b) compliance with the Owner's business ethics policies, and c) compliance with provisions for pricing amendments to this Contract and invoices or claims submitted by the Consultant or his payees.

5.3.2 The Consultant shall make it a condition of all subcontracts related to the rendering of professional services under this Contract that any and all subconsultants, separate consultants, and subcontractors will keep accurate records of costs incurred and items billed in connection with their work, and that such records shall be open to audit by the Owner or its authorized representatives during performance of such services and until five (5) years after its completion, in accordance with this Article 5.3 and all related subparagraphs. If the Consultant receives notification of a dispute or the commencement of litigation regarding any services performed for Continuing Service Projects under this Contract within this five-year period, then the Consultant shall notify any and all subconsultants, separate consultants, and subcontractors to continue to maintain all project records in accordance with this Article, and all related subparagraphs, until final resolution of the dispute or litigation or until the expiration of the five-year period, whichever is later

5.3.3 Upon seven (7) calendar days' written notice, from the date of this Contract to the last date described in this Article, the Consultant shall provide to the Owner or its authorized representative(s) all records covered in paragraph 5.3.1 above that are requested by the Owner. If the provided records require further review or support, the Owner and its authorized representative(s) shall be entitled to inspect, examine, review and copy the Consultant's records at the Owner's reasonable expense, with adequate workspace at the Consultant's facilities. Such rights to inspect, examine, review and copy shall extend to the records and documentation of subconsultants, separate consultants, and subcontractors. Failure by the Consultant to supply substantiating records shall be reason to exclude or recover the related costs from amounts which might otherwise be payable by the Owner to the Consultant pursuant to this Contract.

5.3.4 Retention of Documentation. The Consultant shall retain all such records as described in this Article, including without limitation those records identified in subparagraph 5.3.1 above, and any records required under any state or federal rules, regulations or laws respecting audit, for a period of five (5) years after the Owner has made final payment and all services have been performed under this Contract, or for such longer period as may be required by law. If the Consultant receives notification of a dispute or the commencement of litigation regarding any services performed for Continuing Service Projects under this Contract within this five-year period, then the Consultant shall continue to maintain all project records in accordance with this Article, and all related subparagraphs, until final resolution of the dispute or litigation or until the expiration of the five-year period, whichever is later.

5.3.5 This Article 5.3, "Accounting Records and the Owner's Right to Audit," and all related subparagraphs, including all access, inspection, copying, auditing, reimbursement and repayment rights shall survive the termination of this Contract.

ARTICLE 6: INSURANCE REQUIREMENTS

6.1 Pursuant to Board Policy 8710.01, firms providing "professional services," as defined in the Consultants' Competitive Negotiations Act, that are selected by the School Board to complete construction projects or conduct planning activities that exceed the thresholds stated in F.S. 287.055(3)(a)(1) and 287.017 shall carry and maintain the required insurance during the period they are performing such services and thereafter as stipulated below:

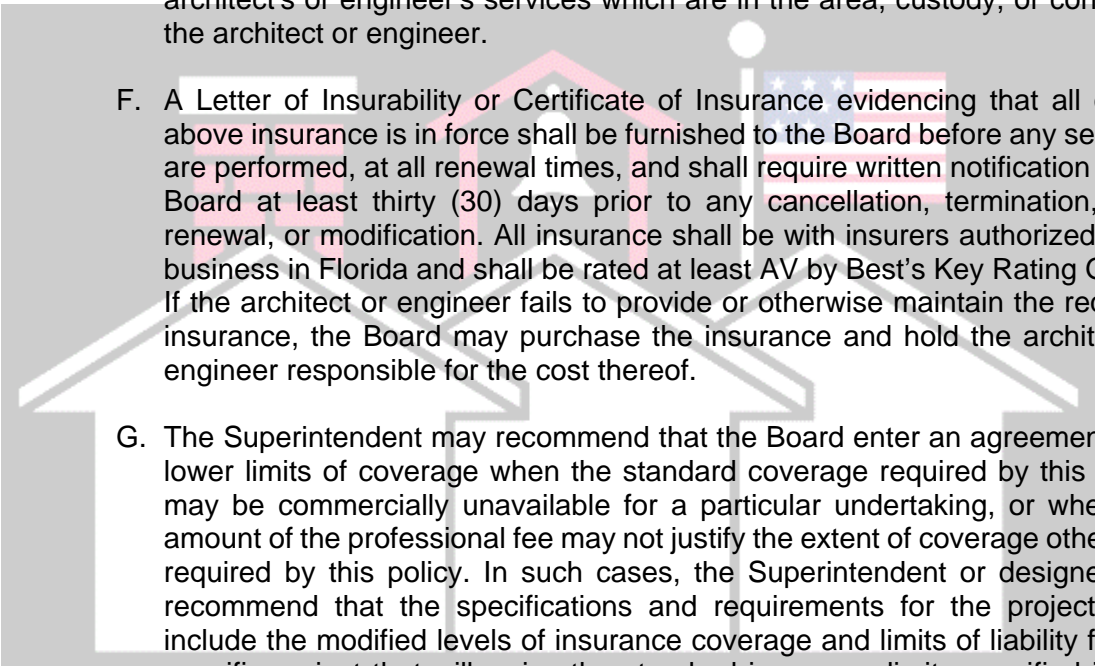
A. Professional Liability Insurance

1. Coverage shall be in limits not less than \$1,000,000.00 per occurrence or an annual aggregate limit of \$3,000,000.00 covering negligent errors, omissions, or acts, with a per occurrence deductible not to exceed \$5,000.00 or five percent (5%) of the estimated professional fee or as approved by the Superintendent. Such coverage shall be maintained for a period of three (3) years after the date of final payment to the architect or engineer. If such insurance is based upon a "claims made" policy, prior to the services being performed, the architect or engineer shall provide to the Board satisfactory proof that extended reporting period coverage is available if the architect or engineer should cancel such coverage within three (3) years after the date of final payment to the architect or engineer. For specific projects, when recommended by the Superintendent, the Board may require higher limits.

2. When in the District's best interest and upon the recommendation of the Superintendent, the architect or engineer may obtain and carry non-cancelable project-specific professional liability insurance during the design and construction of the project and for a three (3) year discovery period thereafter. This insurance shall also provide for the owner's defense, if named with the architect or engineer in any claim covered under the policy.

B. Commercial General Liability Insurance (including Blanket Contractual Liability and Completed Operations, Explosion, Collapse, and Underground Hazards) in limits of not less than \$1,000,000.00 per occurrence and a \$3,000,000.00 aggregate, with no deductible, covering personal injury, bodily injury, and property damage. The Products and Completed Operations portions of the general liability shall extend for a period of two (2) years after the final acceptance of the project by the District. The policies shall name the District, its Board members, and staff as additional insureds as their interests may appear under this agreement and the insurers shall agree to waive all rights of subrogation against the District and each individual member of the Board and staff. Additional Insured Endorsement CG2026 shall be endorsed naming the Board.

C. Comprehensive Automobile Liability Insurance (including hired and owned vehicles, if any) in limits of not less than \$1,000,000.00 per occurrence, covering personal injury, bodily injury, and property damage.

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- D. Worker's Compensation Insurance in compliance with F.S. Chapter 440 with employer's liability coverage of not less than \$1,000,000.00 per occurrence.
 - E. Valuable papers and records insurance in an amount of not less than \$50,000.00 per occurrence, with no deductible, to assure the substantial restoration of any plans, drawings, or other similar data related to the architect's or engineer's services which are in the area, custody, or control of the architect or engineer.
 - F. A Letter of Insurability or Certificate of Insurance evidencing that all of the above insurance is in force shall be furnished to the Board before any services are performed, at all renewal times, and shall require written notification to the Board at least thirty (30) days prior to any cancellation, termination, non-renewal, or modification. All insurance shall be with insurers authorized to do business in Florida and shall be rated at least AV by Best's Key Rating Guide. If the architect or engineer fails to provide or otherwise maintain the required insurance, the Board may purchase the insurance and hold the architect or engineer responsible for the cost thereof.
 - G. The Superintendent may recommend that the Board enter an agreement with lower limits of coverage when the standard coverage required by this policy may be commercially unavailable for a particular undertaking, or when the amount of the professional fee may not justify the extent of coverage otherwise required by this policy. In such cases, the Superintendent or designee will recommend that the specifications and requirements for the project shall include the modified levels of insurance coverage and limits of liability for the specific project that will waive the standard insurance limits specified in this policy.

ARTICLE 7: CONSULTANT'S REPRESENTATIONS

7.1 Representations. The Consultant hereby represents to the Owner that:

7.1.1 It has the experience and skill to perform the services required to be performed by this Contract. It shall provide and employ, in connection with the performance of such services, personnel qualified and experienced in their profession; it being understood that the Owner's Project Representative may at any time require the Consultant to remove, and the Consultant and shall immediately remove, any person employed in connection with the performance of services under this Contract who in the opinion of the Owner's Project Representative or the Owner is unfit for the proper performance of his/her duties.

7.1.2 It shall design to and comply with applicable federal, state, and local laws, rules, regulations and codes, including, without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Contract, and shall, if requested by the Owner, provide certification of compliance with all registration and licensing requirements.

7.1.3 All professional services rendered by the Consultant will be conducted by persons properly licensed and certified in accordance with Florida Statutes and other applicable rules and regulations. Prior to any services being rendered under this Contract, the Consultant will provide to the Owner's Project Representative Proof of certification for each individual providing services under this Contract.

7.1.4 It shall perform said services in accordance with generally-accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of the Owner.

7.1.5 It is adequately financed to meet any financial obligations it may be required to incur under this Contract.

7.1.6 The work product of the Consultant shall not call for the use of, nor infringe any, patent, trademark, service mark, copyright, or other proprietary interest claimed or held by any person or business entity absent prior written consent from the Owner and such other person or business entity.

7.1.7 The work product of the Consultant shall not call for the use of, nor infringe any, patent, trademark, service mark, copyright, or other proprietary interest claimed or held by any person or business entity absent prior written consent from the Owner and such other person or business entity.

7.1.8 The Consultant's services will meet the highest professional standards in preparation of all Construction Documents.

7.2 Errors and Omissions. The Consultant shall be obligated and responsible to the Owner for, and the Consultant shall promptly and forthwith pay to the Owner upon the demand of the Owner, reasonable damages and additional costs and/or expenses in connection with construction of or delay in construction of Continuing Service Projects or otherwise incurred, sustained, and/or paid by the Owner on account of or growing out of: (1) any and all errors and/or omissions made by the Consultant in the preparation of any plans, specifications, drawings and/or other documents pursuant to this Contract and the Continuing Service Project's Scope of Services; and (2) any and all negligent acts or omissions on the part of the Consultant in preparing any plans, specifications, drawings, or other documents or in the performance of any other services under this Contract and the Continuing Service Project's Scope of Services. It is the intent of the parties hereto that the Consultant be held to and accountable for a degree of professionalism that is customary in the industry and commercially reasonable and for accuracy in the performance of the services of the Consultant under this Contract. The Consultant shall promptly advise the Owner in writing when it is aware of any conflicts, error and/or omissions in the Construction documents or defects in construction of the Continuing Service Project. The

Owner will be a third party beneficiary of any subconsultant or subcontractor contract, and all third party contracts will require the same professional error and omissions insurance, and commercial general liability insurance required of the Consultant.

7.3 Indemnity and Hold Harmless. The Consultant shall hold harmless and indemnify the Owner, its agents, and employees from and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses, or expenses of any nature whatsoever arising directly or indirectly from or out of any negligent act or omission of the Consultant, its subconsultants, separate consultants, or subcontractors and their officers, directors, agents, or employees, any failure of the Consultant to perform its services under this Contract in accordance with generally-accepted professional standards, any breach by the Consultant of its obligations and duties to perform under this Contract, any breach of the Consultant's representations made in this Contract, and the failure of performance of any product or service furnished by the Consultant under this Contract. This hold harmless and indemnification provision shall include a duty to defend the Owner and to pay all reasonable attorneys' fees and expenses, including administrative and on appeal, incurred by the Owner in the defense of any matter covered by this provision. This hold harmless and indemnity is made notwithstanding the Owner's ownership of, and rights to, the Original Work Product. The provisions of this paragraph shall survive the termination or expiration of this Contract. The parties acknowledge that the Contract Sum includes \$100.00 to be paid by the Owner to the Consultant as part of the Owner's first payment to the Consultant as consideration for this indemnification. This indemnity shall not be deemed to include matters which may be caused or result from an act or omission of the Owner. Nothing in this Contract shall be interpreted or construed as an agreement on the part of the Owner to indemnify or hold harmless any party, including, but not limited to, the Consultant, its employees, agents, representatives, the Architect, Construction Manager, subconsultants, subcontractors, trade contractors, or all other lower tier contractors (sub-subcontractors). Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. Nothing in this Contract is intended to be, nor shall be construed as, an extension of liability beyond the statutory limitations of liability set forth in Section 768.28, Florida Statutes.

7.4 Prohibition against Contingent Fees. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that the Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm other than bona fide employees working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the Owner shall have the right to terminate this Contract without liability and, at its discretion, deduct from the Contract Sum, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

7.5 Conflict of Interest. The Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to the Continuing Service Project.

ARTICLE 8: TERMINATION, SUSPENSION, AND ABANDONMENT

8.1 Termination. Either party may terminate this Contract for failure of the other party to substantially perform in accordance with the requirements of this Contract through no fault of the party initiating the termination. Further, the Owner has the absolute right to suspend or terminate this Contract without cause at any time upon thirty (30) days prior written notice to the Consultant.

8.1.1 Notwithstanding anything to the contrary in the preceding paragraph, except in an emergency circumstance, before terminating the Contract for breach, the party who claims the other is in breach or default of the Contract requirements shall serve written notification on the other party that identifies the alleged breach or breaches of the Contract. The party receiving notice shall have thirty (30) days from receipt of notice in which to cure the breach or default before the Contract is terminated.

8.1.2 In the event of an emergency that threatens the safety or security of the assets or personnel of the School District of Indian River County, Florida, or which threatens the safety or security of the students or other third parties, termination may be made immediately upon notice to the Consultant and the Consultant shall immediately vacate the premises. Failure to timely pay an invoice will not be deemed an emergency, but shall instead be governed by the provisions of Florida's Local Government Prompt Payment Act (Sections 218.70-218.80, Florida Statutes).

8.1.3 If the Continuing Service Project is suspended or terminated without cause, the Owner shall pay to the Consultant only that portion of the Contract Sum which has become due and payable to the Consultant under the Contract. In the event that the Contract is suspended or terminated before the Consultant has completed all services under an identified Task, then the Owner shall pay to the Consultant a negotiated fee taking into consideration the percentage of services completed under that Task, with the understanding that no payment made to the Consultant shall exceed the total fee that would have become due and payable to the Consultant had the Task been completed prior to suspension or termination of the Contract.

8.1.4 Upon receipt of a termination notice without cause, the Consultant and the Owner's Project Representative shall meet and determine the work that is necessary to be performed during the 30-day termination notice period. In no event will the Consultant unreasonably or unnecessarily accelerate the work during the 30-day written notice termination period but, in all events, the Consultant shall identify that work which in its professional opinion should be completed to protect the interests of the Owner, including the promotion of an efficient and cost-effective delivery of the Original Work Product. Unless the Owner authorizes the Consultant in writing, the Consultant shall not perform any further services and shall not be entitled to receive payment from the Owner on account of any such services performed during the period of suspension or after termination.

8.2 Abandonment or Suspension. If the Owner suspends or abandons the Continuing Service Project, the Owner shall pay all fees and Reimbursable Expenses which have become due and payable to the Consultant pursuant to the related Task Assignment (Exhibit D). The Consultant shall not be entitled to lost profits for uncompleted work. Payment shall be made for that portion of the work that the Consultant completed prior to the abandonment or suspension, and the Owner

shall have no further obligation to the Consultant for the payment of any other fees, unless and until the Continuing Service Project is resumed by the Owner.

8.3 Resumption. If the Owner chooses to resume the Continuing Service Project, the Consultant, at the option of the Owner, shall complete its services under the Task Assignment (Exhibit D), and it shall be entitled to payment of any remaining unpaid fees in accordance with the terms of this Contract to be payable at the times and in the manner specified in this Contract. In no event will any fee or part thereof become due or payable to the Consultant unless and until the Consultant has attained and completed that stage of work where the same would be due and payable under the terms of this Contract. When the Consultant receives a notice from the Owner that the suspension has been canceled, the Consultant shall perform all services remaining under the related Task Assignment and, by amendment to the Task Assignment, it shall be entitled to an extension of time equal to the period of the suspension. If the Continuing Service Project is resumed within 365 days of the date it was abandoned or suspended, the fees payable to the Consultant shall be equal to the amounts due under the Task Assignment not previously paid by the Owner to the Consultant and shall be based on the amounts provided in Unit Labor Rates (Exhibit B). If the Continuing Service Project is resumed more than 365 days after the date of its abandonment or suspension, then, upon the Consultant's written request, the Task Assignment may be amended to reflect any escalation in the cost of equipment, material or labor. Any adjustments to the Contract Sum based on equipment, material, or labor escalations will be negotiated between the Consultant and the Owner's Project Representative, and will be submitted to the Owner for approval of the amendment to the Task Assignment.

ARTICLE 9: SPECIAL PROVISIONS

9.1 Consultants' Competitive Negotiation Act. If the total fee paid to the Consultant exceeds the threshold amount provided in Section 287.017 for CATEGORY FOUR, the following provisions of the CCNA, Section 287.055(5)(a), Florida Statutes, shall apply:

9.1.1 The Consultant shall execute and furnish to the Owner's Project Representative a "Truth-in-Negotiation Certificate," stating the wage rates and other factual unit costs supporting compensation are accurate, complete, and current at the time of executing this Contract and any amendment to this Contract. The original price and any additions thereto shall be adjusted to exclude any significant sums by which the District determines the Contract amount was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs, and that such original Contract adjustments shall be made within one year following the end of the Contract and any amendment to this Contract.

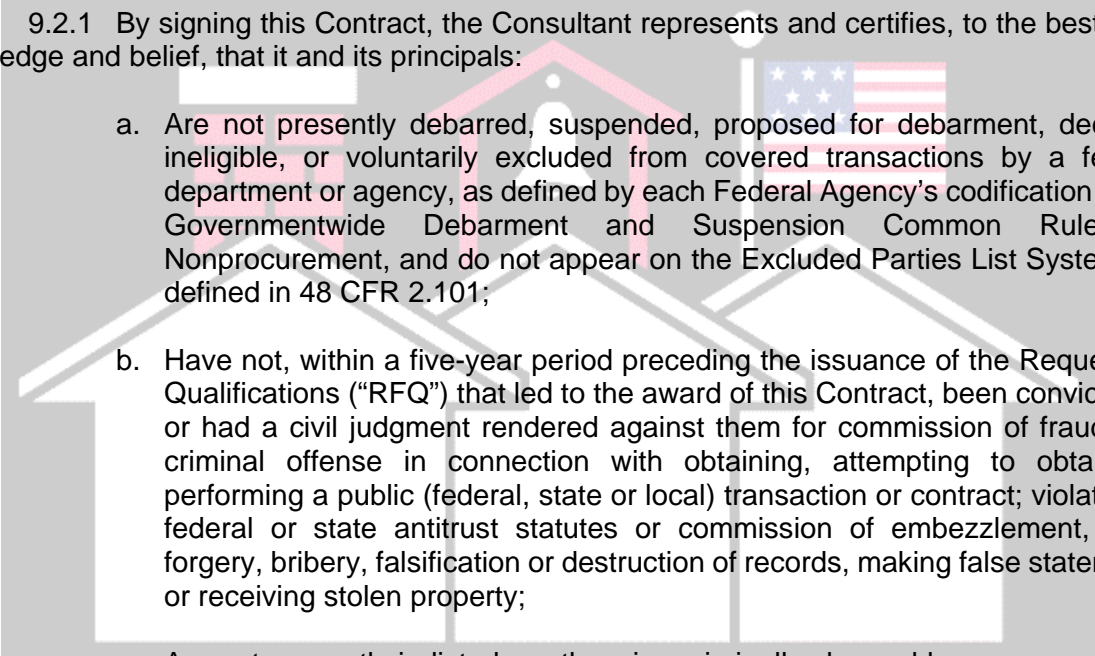
9.1.2 The "Truth-in-Negotiation Certificate" is Exhibit C, Page 29.

9.1.3 The Contract Sum and any additions thereto shall be adjusted to exclude any significant sums by which the Owner determines the Contract Sum was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

9.2 Public Entity Crime Information Statement and Debarment. Section 287.133(2)(a) of the Florida Statutes states: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a

contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or the consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

9.2.1 By signing this Contract, the Consultant represents and certifies, to the best of its knowledge and belief, that it and its principals:

- 
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency, as defined by each Federal Agency's codification of the Governmentwide Debarment and Suspension Common Rule for Nonprocurement, and do not appear on the Excluded Parties List System, as defined in 48 CFR 2.101;
 - b. Have not, within a five-year period preceding the issuance of the Request for Qualifications (“RFQ”) that led to the award of this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c. Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b);
 - d. Have not, within a five-year period preceding the issuance of the RFQ that led to the award of this Contract, had one or more public transactions (federal, state or local) terminated for cause or default; and
 - e. Are not presently, nor have been within the last three (3) years, listed on the convicted vendor list.

9.2.2 In addition to any other requirements of law, the Consultant shall notify the Owner within 30 days after the occurrence of any of the events, actions, debarments, suspensions, proposals, declarations, exclusions, convictions, judgments, indictments, information, or terminations as described in paragraphs (a) through (e) above, with respect to the Consultant or its principals.

9.3 Background Check. The Consultant agrees to comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct

contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the Owner. This background screening will be conducted by the Owner in advance of the Consultant or its personnel providing any services under the conditions described in the previous sentence. The Consultant shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Consultant and its personnel. The parties agree that the failure of the Consultant to perform any of the duties described in this section shall constitute a material breach of this Contract entitling the Owner to terminate immediately with no further responsibilities or duties to perform under this Contract. The Consultant agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from the Consultant's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. The Consultant shall require each of the Consultant's subconsultants, separate consultants, and subcontractors on the Continuing Service Projects to agree, in writing, to the provisions of this paragraph.

9.4 Conduct While on School Property. The Consultant acknowledges that its agents, employees and representatives must behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with School Board policies and subject to the discretion of the site administrator or the Owner. It will be considered a breach of this Contract for any agent, employee, or representative of the Consultant to behave in a manner which is inconsistent with good conduct or decorum, or to behave in any manner which will disrupt the educational program or constitute any level of threat to safety, health, and well-being of any student or employee of the Owner. The Consultant agrees to immediately remove any agent, employee, or representative if directed to do so by the site administrator, its designee or the Owner's Project Representative.

9.5 Compliance with Federal Grant Requirements. If made applicable by the use of Federal Grant Funds in the Continuing Service Project or any other requirement as set out below, the Consultant and its subconsultants, separate consultants, and subcontractors shall comply with all applicable Federal rules, regulations and orders, including but not limited to:

- a. Executive Order 11246 of September 24, 1965, entitle "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees.)
- b. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented in Department of Labor regulations (29 CFR part 3).
- c. Davis-Bacon Act (40 U.S.C. 3141 et seq.), as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation.)

- d. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers.)
- e. All applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.)
- f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

9.6 Public Records Act/Chapter 119 Requirements. The Consultant agrees to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided, by doing the following:

- a. The Consultant and its subconsultants, separate consultants, or subcontractors shall keep and maintain public records that ordinarily and necessarily would be required by the School Board in order to perform the service;
- b. The Consultant and its subconsultants, separate consultants, or subcontractors shall provide the public with access to such public records on the same terms and conditions that the School Board would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. The Consultant and its subconsultants, separate consultants, or subcontractors shall ensure that public records that are exempt or that are confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law; and
- d. The Consultant and its subconsultants, separate consultants, or subcontractors shall meet all requirements for retaining public records and transfer to the School Board, at no cost, all public records in possession of the Consultant and its subconsultants, separate consultants, or subcontractors upon termination of the Contract and shall destroy any duplicate public records that are exempt or that are confidential and exempt from the public records disclosure requirements. All records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board.

The parties agree that if the Architect and its subconsultants, separate consultants, or subcontractors fail to comply with the above requirement shall result in the immediate termination of this Contract without penalty to the School Board. Further, the Architect shall fully indemnify and hold harmless the School Board, its officers, agents and employees from any liability and/or

damages, including attorney's fees through any appeals, resulting from Architect's failure to comply with these requirements.

ARTICLE 10: MISCELLANEOUS PROVISIONS

10.1 Defining Terms. Unless otherwise defined herein, the terms used in this Contract shall have their ordinary and customary meanings as used in the industry.

10.2 Gender. Unless the context clearly indicates to the contrary, pronouns having a neuter, masculine, or feminine gender shall be deemed to include the others.

10.3 Singular and Plural. Unless the context of this Contract otherwise clearly requires, references to the plural include the singular, references to the singular include the plural, the term "including" is not limiting, and the terms "hereof," "hereunder," and similar terms in the Contract Documents refer to the Contract Documents as a whole and not to any particular provision thereof, unless explicitly stated otherwise.

10.4 Computation of Time. All references to any number of days shall mean calendar days unless the term "business days" is specifically included with the reference.

10.5 Captions. The captions used for sections in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or the intent of this Contract or any Article or Section thereof.

10.6 Entire Agreement. This Contract and the Contract Documents incorporated herein by reference constitute the entire and integrated Contract between the parties with respect to the matters covered by this Contract. All prior negotiations, representations, and agreements not incorporated in this Contract are cancelled. This Contract can be modified or amended only by a written document duly-executed by the parties or their duly-appointed representatives.

10.7 Right to Enter Into this Contract. Each party warrants and represents, with respect to itself, that neither the execution of this Contract nor the performance of its obligations under this Contract shall violate any legal requirement, result in or constitute a breach or default under any indenture, contract, or other commitment or restriction to which it is a party or by which it is bound. Each party also warrants and represents, with respect to itself, that the execution of this Contract and the performance of its obligations under this Contract shall not require any consent, vote, or approval which has not been obtained, or at the appropriate time shall not have been given or obtained. Each party agrees that it has or will continue to have throughout the term of this Contract the full right and authority to enter into this Contract and to perform its obligations under this Contract. Upon written request, each party agrees to supply the other party with evidence of its full right and authority.

10.8 Binding Effect. Each and all of the covenants, terms, provisions, and agreements contained in this Contract shall be binding upon and inure to the benefit of the parties and their respective assigns, successors, subsidiaries, affiliates, holding companies and legal representatives, as allowed in this Contract.

10.9 No Construction Against Drafter. Each of the parties has been represented by legal counsel who have had ample opportunity to, and have, participated in the drafting of this Contract. Therefore, this Contract shall not be construed more favorably or unfavorably against any party.

10.10 Further Assurances. The parties agree to execute any and all further instruments and documents, and take all such action as may be reasonably required by any party to effectuate the terms and provisions of this Contract and the transactions contemplated in this Contract.

10.11 Severability. In the event any of the provisions of this Contract are determined by a court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Contract, and the remainder of this Contract shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision shall materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Contract in its entirety.

10.12 Waiver. No consent or waiver, express or implied, by either party to this Contract to or of any breach or default by another in the performance of any obligations shall be deemed or construed to be consent or waiver to or of any other breach or default by that party. Except as otherwise provided in this Contract, failure on the part of any party to complain of any act or failure to act by another party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of the rights of that party.

10.13 Cumulative Remedies. All rights, powers, remedies, benefits, and privileges available under any provision of this Contract to any party is in addition to and cumulative of any and all rights, powers, remedies, benefits, and privileges available to such party under all other provisions of this Contract, at law or in equity.

10.14 No Partnership or Joint Venture. It is understood and agreed that nothing contained in this Contract shall be deemed or construed as creating a partnership or joint venture between the Owner and the Consultant or any other party, or cause either party to be responsible in any way for the debts and obligations of the other party.

10.15 Third-Party Beneficiaries. This Contract has been made and entered into for the sole protection and benefit of the Owner and the Consultant, and their respective successors, and no other person or entity shall have any right or action under this Contract against either the Owner or the Consultant.

10.16 No Assignment. This Contract is for the personal services of the Consultant and it may not be assigned by the Consultant in any manner, whether by operation of law, or by any conveyance, including without limitation, transfer of stock in the Consultant firm, without the prior written consent of the Owner. The Owner may withhold its written consent in its sole discretion.

10.17 Owner Transfer of Interest. If the Owner conveys its interest in the Continuing Service Projects to a third party, any rights which the Owner may have against the Consultant arising from or in connection with this Contract shall automatically transfer to such third party without the necessity of a written document or consent from the Consultant.

10.18 Dispute Resolution. Prior to initiating any litigation related to this Contract, the parties agree to submit the dispute to nonbinding mediation by a mediator who is certified in Florida in an effort to resolve disputes in an expedient manner. Each party shall bear their own attorneys' fees and the costs incurred by such mediation.

10.19 Governing Law and Venue. This Contract shall be governed by and construed under the laws of the State of Florida. Except for a suit in Federal Court, Indian River County, Florida, shall be the proper place of venue for all suits to enforce this Contract. Any legal proceedings arising out of or in connection with this Contract shall be brought in the Circuit Courts of INDIAN RIVER County, Florida, or, if appropriate, the United States District Court for the Southern District of Florida. Notwithstanding any other provision of the Contract Documents, the Owner does not agree to, nor shall the parties, arbitrate in any matter whatsoever any issue arising out of this Contract, the Contract Documents, or the performance thereof. The Owner does not agree to pay attorneys' fees to the prevailing party in connection with any dispute arising out of this Contract or the Contract Documents.

10.20 Waiver of Jury Trial. The parties expressly waive the right to a jury trial for any claims or disputes arising out of, and in connection with, this Contract and the performance of services in accordance with the Contract Documents.

10.21 No Waiver of Sovereign Immunity. Nothing in this Contract is intended to serve, nor should be construed, as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. Nothing in this Agreement is intended to be, nor shall be construed as, an extension of liability beyond the statutory limitations of liability set forth in Section 768.28, Florida Statutes.

10.22 Limitation of Liability. The Owner shall be liable, if at all, only to the extent of its interest in the Continuing Service Project, and no officer, director, partner, agent or employee of the Owner shall ever be personally or individually liable with respect to this Contract or the performance of services under this Contract. Any subcontract entered into by the Consultant shall include the foregoing limitation of liability, which shall be effective in the event the Owner ever succeeds to the Consultant's rights and obligations under a subcontract.

10.23 Non-Discrimination. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, sexual orientation, or national or ethnic origin.

10.24 Approvals. Whenever any review or approval is required by any party, such party agrees that such review or approval shall be promptly and expeditiously prosecuted to conclusion.

10.25 Force Majeure. With regard to performance under this Contract, a party shall not be deemed to be in default of this Contract, or have failed to comply with any term or conditions of this Contract, if, for reasons beyond the parties reasonable control, including, without limitation acts of God, natural disaster, labor unrest, war, declared or undeclared, the existence of injunctions or requirements for obtaining licenses, easements, permits or other compliance with applicable laws, rules and regulations, such performance is not reasonably possible within such

time periods. In the event that any such reasons or conditions occur making performance not reasonably possible within the time periods set forth in this Contract, then the time for such performance shall be extended until removal of such reasons beyond the parties reasonable control, provided that the party commences such performance as soon as reasonably possible thereafter and diligently pursues such performance.

10.26 Evaluations. The Consultant will be evaluated by the Owner's Project Representative during the Contract Term at intervals established by the Chief Facilities Officer and at the end of each assigned Continuing Service Project. The evaluation results may be considered in measuring the Consultant's past performance and may be included in the review process for future solicitations for the consultant services. A copy of the evaluation(s) will be provided to the Consultant upon request.

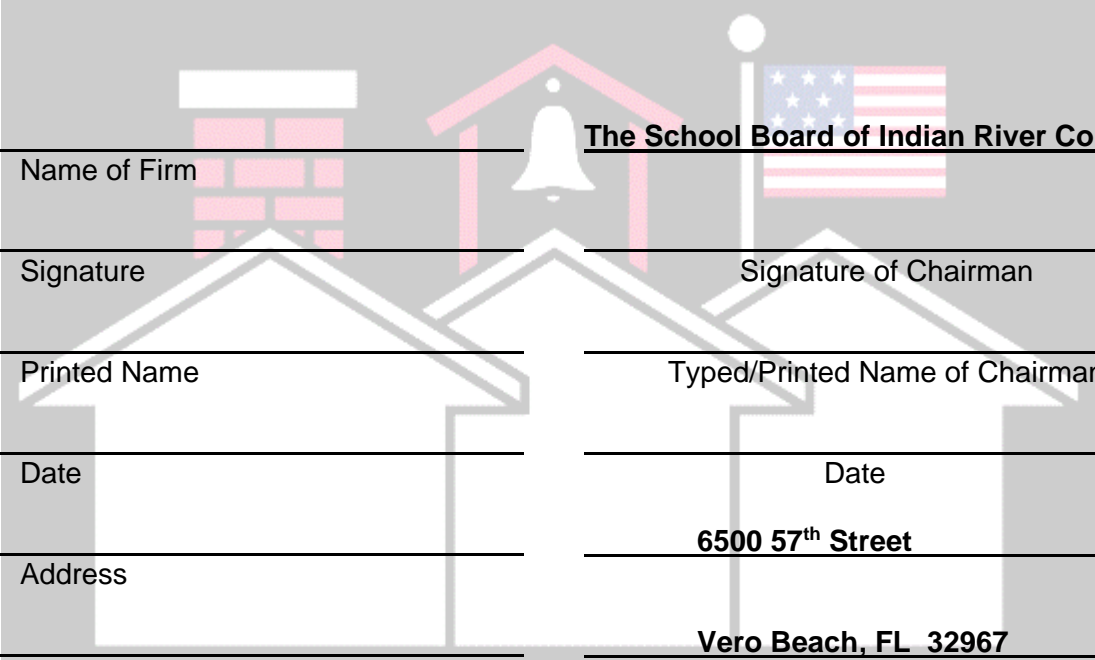
10.27 Notices. All notices shall be in writing, and all payments shall be by check, and may be served by (a) depositing the same in the United States mail addressed to the party to be notified, postpaid, and registered or certified with return receipt requested, (b) transmitting by facsimile to the numbers set forth below for each party, or (c) delivering the same in person to such party by (i) personal delivery or (ii) overnight courier. Notice deposited in the mail shall be deemed to have been given on the third day next following the date postmarked on the envelope containing such notice, or when actually received, whichever is earlier. Notice given in any manner shall be effective only if and when received by the party to be notified. All notices to be given to the parties shall be sent to or delivered at the addresses or facsimile numbers set forth below:

Owner: School Board of Indian River County, FL
Attn: Superintendent, Mark J. Rendell, Ed.D
6500 57th Street
Vero Beach, FL 32967

Consultant: Firm Name _____
Contact Name _____
Address _____
Telephone: _____
Fax: _____

By giving the other party at least 15 days written notice, each party shall have the right to change its address and specify as its new address any other address in the United States of America.

IN WITNESS WHEREOF, the above parties have executed this instrument by their undersigned representatives pursuant to the authority of their governing bodies as of the approval date set forth in this Contract.

		
	Name of Firm	<u>The School Board of Indian River County FL</u>
By:	Signature	Signature of Chairman
	Printed Name	Typed/Printed Name of Chairman
	Date	Date
	Address	<u>6500 57th Street</u>
		<u>Vero Beach, FL 32967</u>
	Telephone Number	
	Fax Number	
	Email Address	
	FEIN Business	
	SS# Individual	

THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA
CONTINUING SERVICE CONTRACT FOR MECHANICAL, ELECTRICAL AND PLUMBING
DESIGN/ENGINEERING SERVICES

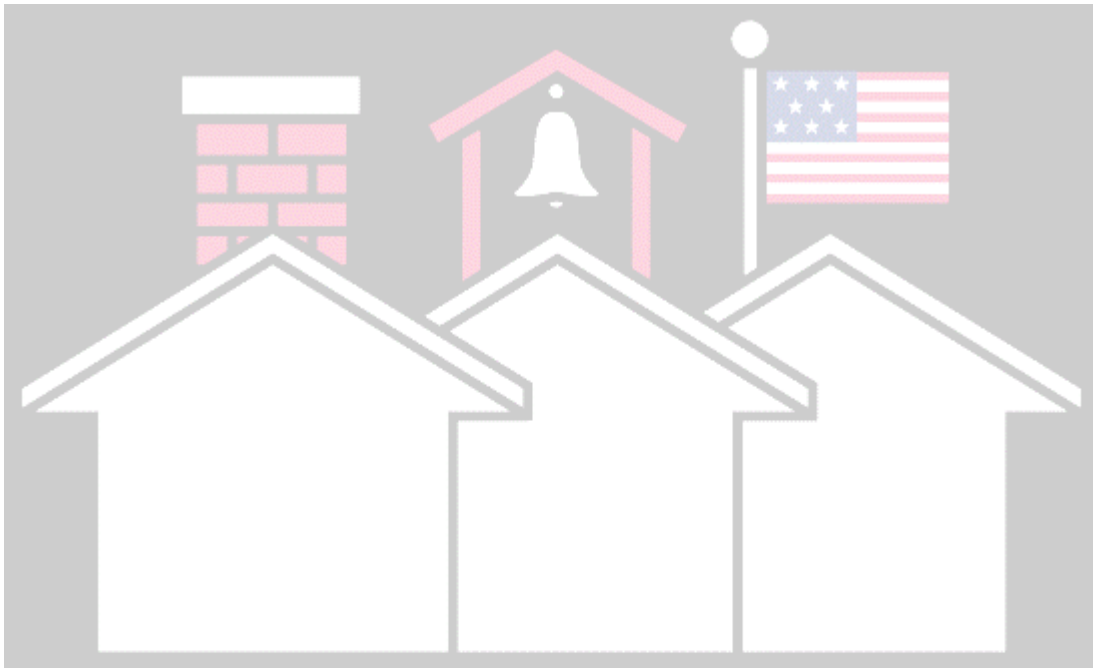
EXHIBIT A

DESCRIPTION OF SERVICES

The Consultant shall provide the School Board of Indian River County with Mechanical, Electrical, and Plumbing Design/Engineering (MEP) Services for Projects Valued Less than \$2,000,000.00 and for Studies when Professional Service Fees do not exceed \$200,000.00. Anticipated services may include, but not be limited to the following:

1. Provide services necessary for the review, comment, and approval of design documents, and final construction drawings and specifications.
2. Provide contract administration and inspection services for construction/renovation projects.
3. Provide inspection and reporting services for existing MEP Systems to identify potential problems that relate to, but are not limited to, materials, workmanship and system age. Inspection and reporting services may also include all phases of design and construction. Recommended solutions to identified problems must also include a detailed cost estimate.
4. Provide review and comment services related to warranty service requests.
5. Provide technical support in matters regarding MEP systems to District Staff.
6. Provide technical support through the use of other consultants when specialized areas of expertise are needed.
7. Review and comment on matters related to State Requirements for Educational Facilities, District Design Guidelines/Specifications, and design guidelines/specifications prepared by other consultants.
8. Provide support with school site analysis, educational specification preparation, construction project budgeting, etc. in accordance with:
 - a. The current edition of FBC, Statutes, Administrative Code and State Requirements for Educational Facilities.
 - b. Indian River County Educational or Ancillary Specifications, where required.
 - c. Current industry standards.
9. Attend School Board meetings/workshops, as requested by District Staff.

10. Provide all Original Work Product to the Owner's Project Representative upon final completion of the Project, as stated in 5.1.3.



THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA

CONTINUING SERVICE CONTRACT FOR MECHANICAL, ELECTRICAL AND PLUMBING
DESIGN/ENGINEERING SERVICES

EXHIBIT B

UNIT LABOR RATES

The Consultant shall list all Unit Labor Rates to be referred to when proposing services for each Continuing Service Project assigned by the School Board of Indian River County, Florida. The Unit Labor Rates shall include, but not be limited to, services required to support the Scope of Services identified in Exhibit A and shall correspond with the detailed Tasks set forth in Exhibit D – Task Assignment.

Fees for Basic Services and, when approved in writing by the Owner's Project Representative, for Additional Services shall be inclusive of all overhead of the Consultant, and shall be reimbursed at the following hourly rates:

<u>Title</u>	<u>Hourly Rate</u>
Principal	\$0/hr.
Registered Professional Engineer	\$0/hr.
Lighting Design Engineer.....	\$0/hr.
Senior Project Manager	\$0/hr.
Project Engineer	\$0/hr.
Senior Designer	\$0/hr.
Designer.....	\$0/hr.
CADD Operator.....	\$0/hr.
Clerical	\$0/hr.

The hourly rate(s) for other professional services, required by the use of subconsultants, separate consultants or subcontractors will be negotiated at the time a proposal for such service is required and submitted for approval. Subconsultants, separate consultants or subcontractors are required to provide the same level of detail in their proposals as described in this Contract.

THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA
CONTINUING SERVICE CONTRACT FOR MECHANICAL, ELECTRICAL AND PLUMBING
DESIGN/ENGINEERING SERVICES

EXHIBIT C
TRUTH-IN-NEGOTIATION CERTIFICATE

The wage rates and other factual unit costs supporting the compensation under the Contract between the **School Board of Indian River County, Florida** and _____ dated _____, 20____ are accurate, complete and current as of the time of entering into the Contract. This Certificate is executed in Compliance with Section 287.055 (5) (a) of the Florida Statutes. DATED this _____ day of _____, 20____.

By: _____ (affiant's signature)

STATE OF FLORIDA)

ss:

COUNTY OF INDIAN RIVER) BEFORE ME, the undersigned authority, personally appeared

(Name of affiant and title)

of _____ who, after first being duly
(Name of Consultant)

sworn, deposes and says that the foregoing Truth-In-Negotiation Certificate is true and correct to the best of his/her knowledge, information and belief.

SWORN TO AND SUBSCRIBED before me on this _____ day of _____, 20____

By: _____ [name of affiant].

He/she is personally known to me _____; or has produced
_____ as identification.

NOTARY'S SIGNATURE AND SEAL

Type or Print Name

COMMISSION SEAL/NUMBER

THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA
CONTINUING SERVICE CONTRACT FOR MECHANICAL, ELECTRICAL AND PLUMBING
DESIGN/ENGINEERING SERVICES

EXHIBIT D

TASK ASSIGNMENT

I. PURPOSE

This is a Task Assignment to the **Continuing Service Contract for Mechanical, Electrical, and Plumbing Design/Engineering Services** dated _____, 20 _____ between the **School Board of Indian River County, Florida** and _____ (Consultant), and is hereby made a part thereof. The purpose of this Task Assignment is to specify the required services of the Consultant to provide Mechanical, Electrical, and Plumbing Design/Engineering Services when and as authorized by the Owner's Project Representative, when deemed necessary.

II. PROJECT/LOCATION

Project Name _____. Performance of services will be for _____ located at _____, Florida _____.

III. PROJECT CONSTRUCTION BUDGET

The Project Construction Budget as defined in Article 4.1 of the Contract is \$ _____

IV. METHOD OF COMPENSATION

The Consultant shall provide to the Owner's Project Representative a written proposal with a total not-to-exceed cost for services, to include a detailed breakdown of material and labor required to complete the Scope of Services detailed in this Task Assignment. All labor and material costs for each Continuing Service Project shall be complete and detailed, and shall include and identify, without limitation, the number of hours of work by title and responsibility of the workers/professionals performing the services, while adhering to the Unit Labor Rates in Exhibit B to this Continuing Service Contract.

- A. Fees.** Compensation for all services, material, supplies, training and any other items or requirements necessary to complete the work shall be governed by the terms and

conditions of the Contract Documents. For this Continuing Service Project, the Consultant shall be paid a total not-to-exceed fee of _____ **Dollars (\$0.00)** payable at the rates set forth in Exhibit B to this Continuing Service Contract and based on the Schedule of Progress Payments listed below. This total-not-to-exceed fee shall include _____ **Dollars (\$0.00)** for Basic Services and an additional _____ **Dollars (\$0.00)** for reimbursable expenses, as set forth in subparagraph B below. At no time shall fees exceed the amount of compensation set forth in this paragraph without a written and executed amendment to this Task Assignment or the Continuing Service Contract.

B. Schedule of Progress Payments.

(Sample Only- The Schedule of Progress Payments is to be negotiated)

- a. **Task 1-** Design Development- \$ _____
- b. **Task 2-** Construction Documents- \$ _____
- c. **Task 3-** Permitting and Bidding- \$ _____
- d. **Task 4-** Construction Administration- \$ _____
- e. **Task 5-** Project Closeout- \$ _____
- f. Reimbursable Expenses- \$ _____

- C. Reimbursable Expenses.** Reimbursable Expenses are in addition to compensation for Basic Services and Additional Services, if any, and include expenses incurred by the Consultant and the Consultant's employees. The reimbursable dollar amount is a not-to-exceed lump sum dollar allowance to cover printing costs, permitting, investigations, other costs associated with administering the Continuing Service Project, and for any additional the Owner requested design modifications not covered in the Scope of Services set forth in Exhibit A. To the extent that travel expenses constitute a Reimbursable Expense under the Contract, all expenses related to travel, including, without limitation, train tickets, mileage, and airfare, shall be subject to all laws, policies, and guidelines for the State of Florida, and shall be subject to the eligibility requirements and monetary limitations of this Contract. For the purpose of this Contract, the Consultant, including, without limitation, its subconsultants, separate consultants, subcontractors, agents, employees or representatives shall be deemed to be limited to the same extent as a School Board employee by the affirmations, laws, regulations, and rules that govern eligibility for travel reimbursement and amount of reimbursement.

V. SCOPE OF SERVICES

The Consultant's proposal, attached to this Task Assignment as Attachment 1, shall include a detailed Scope of Services specific to this Task Assignment. If the Scope of Services is precisely and correctly detailed in the Consultant's proposal, and the parties will rely on that description, then the description of the Scope of Services to be performed contained in the Consultant's attached proposal shall be deemed to be incorporated in this Task Assignment and made a part of this Contract.

VI. TASKS

The Consultant's proposal shall include a detailed description of each Task to be completed under this task Assignment. If the Tasks are precisely and correctly detailed in the Consultant's proposal, and the parties will rely on that description, then the Tasks to be performed contained in the Consultant's attached proposal shall be deemed to be incorporated in this Task Assignment and made a part of this Contract.

VII. CONSULTANT'S PROJECT SCHEDULE

This Task Assignment shall commence upon receipt of a Purchase Order, fully executed Task Assignment, and Notice to Proceed issued by the Owner and shall continue until the Scope of Services is completed in accordance with the Contract Documents and has been accepted by the Owner's Project Representative, and the Owner has approved final payment to the Consultant. The projected date for completion of services, per the Consultant's Project Schedule, is xx /xx/ xxxx. The Consultant shall maintain the Consultant's Project Schedule based on the Schedule Milestones listed in Article 4.2.1 of the Contract, and as agreed-upon by the Consultant and Owner for this Continuing Service Project, which is attached to this Task Assignment as Attachment 1 (Consultant's Proposal). If the Consultant's Project Schedule is altered due to unforeseen delays, then the Consultant shall notify the Owner's Project Representative immediately in writing. Any extension to the Consultant's Project Schedule shall be negotiated, agreed-upon, and confirmed by a duly-executed written amendment to the Task Assignment signed by the Consultant and the Chief Facilities Officer, or higher authority, on behalf of the Owner. Failure to meet the scheduled completion date for the services to be rendered under this Contract may be grounds for termination for default. The inclusion of a projected or scheduled completion date is not intended to be, nor shall be construed as, an expiration date for this Task Assignment, and the Consultant shall be bound by the terms of the Contract and this Task Assignment until satisfactory completion of all required services in accordance with the Contract Documents.

VIII. WARRANTY

In addition to the representations set forth in Article 7 of the Contract, the Consultant warrants that the services identified in this Task Assignment will be performed with reasonable care in a diligent and competent manner and in accordance with generally-accepted professional standards. By this warranty, the Consultant agrees, and is obligated, to correct any services or deliverables provided that are not in conformance with the Contract Documents. If the Consultant cannot correct the non-conformance, the Consultant will refund to the Owner the amount paid to the Consultant for the portion of the services or deliverables that does not conform to this warranty and the Contract Documents. Pursuant to this warranty, the Owner will give the Consultant written notice within thirty (30) days after the nonconforming services are performed or, if applicable, the nonconforming deliverables are delivered. The notice will specify and detail the non-conformance and will designate a reasonable amount of time for the Consultant to correct the nonconformance, based on its severity and complexity. The Consultant does not warrant, and is not responsible for, any third-party products or services unless such third party is the Consultant's subconsultant, separate consultant, subcontractor, agent or affiliate.

IX. CONSULTANT'S PROJECT TEAM MEMBERS

The Consultant shall provide the name, title, and responsibility for each of the Consultant's and subconsultants', separate consultants' or subcontractors' employees proposed to complete the Scope of Services and Tasks identified in this Task Assignment.

All personnel listed in this Task Assignment or on the Consultant's attached proposal (Attachment 1) must be cleared before entering School Board property, pursuant to Sections 1012.465 and 1012.467, Florida Statutes. The Consultant's Project Team Members must cooperate with school personnel to provide suitable identification to demonstrate the prior approval of the Human Resource Department before entering any campus.

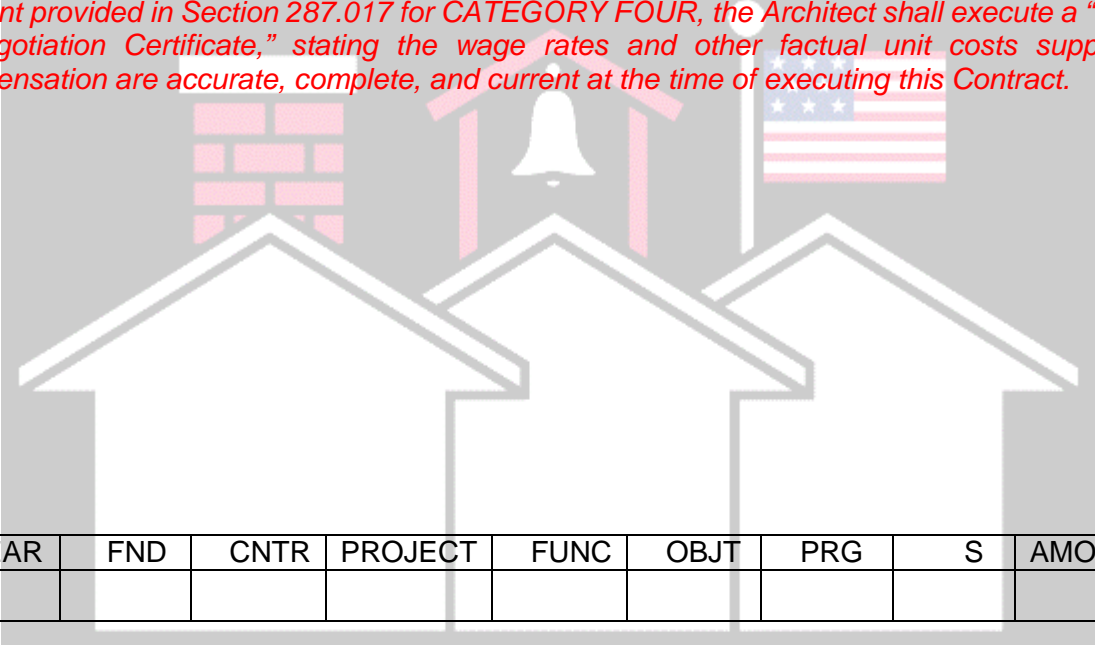
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IN WITNESS WHEREOF, the above parties have executed this instrument by their undersigned representatives pursuant to the authority of their governing bodies as of the approval date set forth in this Task Assignment.

(Insert appropriate signature block based on cost of Work to be completed.)

As per Article 10.1 of the Contract, if the total fee paid to the Architect exceeds the threshold amount provided in Section 287.017 for CATEGORY FOUR, the Architect shall execute a "Truth-in-Negotiation Certificate," stating the wage rates and other factual unit costs supporting compensation are accurate, complete, and current at the time of executing this Contract.



YEAR	FND	CNTR	PROJECT	FUNC	OBJT	PRG	S	AMOUNT

Send required insurance certificates to the Purchasing Department.

New Vendors: Send completed Vendor Certification, W-9, and Vendor Information Forms to the Accounts Payable Department.

Consultant Contact Name: _____

Email Address: _____

Phone Number: _____

Fax Number: _____

**THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA
AGREEMENT FOR A CONTINUING SERVICE CONTRACT**

CONTINUING SERVICE CONTRACT FOR ARCHITECTURAL SERVICES

THIS CONTINUING SERVICE CONTRACT (the "Contract"), made by and between **THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA**, located at 6500 57th Street, Vero Beach, Florida 32967 (hereinafter referred to as "School Board" or "Owner"), and

_____ (hereinafter referred to as "Architect"), a corporation with its principal office located at _____.

WHEREAS, the School Board desires to obtain **Architectural Services** for assigned projects within the School District (hereinafter referred to as "Continuing Service Projects") and issued **RFQ #** _____ -0-2017/JC to find qualified professionals to fulfill the need for these services pursuant to Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act ("CCNA"); and

WHEREAS, the Term of the Contract is one (1) year after School Board approves the Contract, and School Board may, at its option, at a regular or special Board meeting, renew this Contract at the end of the Term for two additional renewal terms of one (1) year each for a maximum term of three (3) years, subject to, among other things, the availability of funds, unless otherwise terminated pursuant to Article 8; and

WHEREAS, School Board retains Architect, to perform the services described herein, and other required professional services on an "as needed" basis, as designated, authorized, and assigned by School Board, and School Board agrees to compensate Architect for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that Architect is available to provide professional services, in accordance with prior, mutually agreed-upon conditions, and School Board has complied with all requirements of the CCNA, in the selection of Architect and in negotiations for this Contract; and

NOW, THEREFORE, School Board and Architect, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

ARTICLE 1: GENERAL CONTRACT PROVISIONS

1.1 Recitals. The recitals set forth in the WHEREAS clauses are incorporated by reference and made a part of this Contract.

1.2 Relationship of Parties. The Architect accepts the relationship of trust and confidence established with the Owner by this Contract, and covenants with the Owner to furnish the Architect's reasonable skill and judgment to provide professional services required to complete

the Continuing Service Projects in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, Architect and other persons or entities employed by the Owner for the Continuing Service Project. Nothing contained in this Contract or the Contract Documents (as defined in ¶ 1.4 below) shall be construed to create a contractual relationship between any other person or entity other than the Owner and Architect.

1.3 Owner's Project Representative. The Owner hereby designates the Director of Facilities, Planning and Operations or designee, as its representative with the authority to assign the responsibility of managing the project to a School District Project Field Representative (hereinafter "Owner's Project Representative"). The Owner's Project Representative is hereby delegated and assumes the Owner's responsibilities and authorities in the administration of this Contract ONLY as noted herein.

1.4 Contract Documents.

1.4.1 The Contract Documents shall consist of this Contract; any addenda issued prior to execution of this Contract; any written modifications issued after execution of this Contract, including any amendments to this Contract; all Construction documents; the Request for Qualifications issued by Owner; and Architect's written responses thereto, and the following exhibits attached to this Contract:

Exhibit A – Scope of Services
Exhibit B – Unit Labor Rates
Exhibit C – Administration of the Contract
Exhibit D – Truth-in-Negotiation Certificate
Exhibit E – Task Assignment

Exhibits A through E are incorporated into this Contract by reference and shall be binding on the Architect.

1.4.2 Construction Documents. The Construction Documents include all drawings, plans and specifications developed by the Architect during the performance of this Agreement, and detail the requirements of the construction of the Continuing Service Project.

1.4.3 The term "Work" as used herein refers to all construction and other services required by the Contract Documents, including all labor, supervision, materials, equipment, tools, supplies, incidentals operations and activities and services required by the Contract Documents or reasonably inferable by Architect as necessary to complete the Continuing Service Project, and produce the results intended by the Contract Documents in a safe, expeditious, orderly and workmanlike manner, and in the best manner known to each respective trade.

1.4.4 The term "Request for Qualifications Solicitation Document" as used herein refers to the Request for Qualifications ("RFQ") that was advertised by the Purchasing Department and subsequently led to the award of this Contract (RFQ # _____ -0-2017/JC)

1.4.5 Conflicts in the Contract Documents. In the event of any conflict between the relevant Contract Documents, the documents shall be construed, and all conflicts shall be resolved, according to the following priorities:

1st Priority	Task Assignment (Exhibit E)
2nd Priority	Amendments to the designs, drawings, and specifications (later date to take precedence)
3rd Priority	Contract
4th Priority	Specifications and Drawings
5 th Priority	Architect's Responses to the RFQ
6th Priority	RFQ

However, the parties specifically acknowledge that the terms and conditions in the Contract shall not be amended by any Contract Documents, unless otherwise agreed upon and expressly stated by the parties in writing in a duly-executed amendment to the Contract.

ARTICLE 2: ARCHITECT'S RESPONSIBILITIES AND SCOPE OF SERVICES

2.1 Professional Services. The Architect agrees to furnish and perform professional services for the Continuing Service Project under the terms of the Contract Documents as follows:

2.1.1 Basic Services. The nature and scope of the Architect's professional services are specified in Exhibit A – Scope of Services (hereinafter referred to as “Basic Services”). The Architect agrees to furnish and perform all of the Continuing Services Project administration, Basic Services, bidding and construction award services, and construction phase services enumerated and described in the Administration of the Contract (Exhibit C). The Architect also agrees to furnish and perform professional services for each Continuing Service Project at a total construction cost to Owner, which does not exceed the Project Construction Budget as defined in each Task Assignment (Exhibit E). The Architect shall perform the Basic Services under this Contract to the satisfaction of the Owner's Project Representative.

2.1.2 Additional Services. The Architect further agrees to furnish and perform professional services not included as Basic Services (hereinafter referred to as “Additional Services”) only if and when such Additional Services are specifically requested and authorized in writing by the Owner's Project Representative. Additional Services may only be performed after the Architect has received a Purchase Order, fully-executed Task Assignment or Amendment, and Notice to Proceed for such Additional Services. Architect's fee for Additional Services will be computed in accordance with the hourly rates described in Exhibit B - Unit Labor Rates. If any Additional Services are provided by the Architect's subconsultants, separate consultants, or subcontractors, and such Additional Services consist of services for which the Architect would be entitled to an additional fee if the Architect had provided the services, then Owner shall reimburse the Architect for such actual reasonable amounts paid by the Architect to its subconsultants, separate consultants, or subcontractors for such Additional Services, and the Architect shall not be entitled to any additional fee or compensation.

2.2 Project Design. The Continuing Service Project shall be designed in accordance with the following:

2.2.1 The current edition of the rules of the Florida State Board of Education, Florida Building Code and the State Requirements for Educational Facilities (SREF) in effect at the time this Contract is approved or at the time the work is performed, whichever is later.

2.2.2 The Indian River County School District Educational Specifications or any educational or ancillary specifications, architectural program, design standard or project requirements developed by the Owner specifically for the Continuing Service Project.

2.2.3 The provisions of the Florida Statutes, including but not limited to chapter 1013, which apply to the Continuing Service Project.

2.2.4 All laws, regulations, or codes addressing site water management, water wells, environmental requirements, and sanitation.

2.2.5 The federal requirements of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*).

2.3 Permitting and Approvals. The Architect shall prepare, file, and coordinate the approval of all permitting actions, document reviews and approvals with any applicable city, county, state, and federal bodies having jurisdiction and authority for the permitting, document reviews, and approvals.

2.4 Subconsultants, Separate Consultants, or Subcontractors. If the Architect desires to employ subconsultants, separate consultants, or subcontractors in connection with the performance of its services under this Contract, it agrees to comply with the following:

2.4.1 Owner Approval. The Architect shall submit any proposed subconsultants, separate consultants, or subcontractors to the Owner's Project Representative for prior written approval. The Owner has the sole discretion to withhold its approval. Owner shall not be liable to the Architect in any manner whatsoever arising out of the Owner's objection to a proposed subconsultant, separate consultant, or subcontractor.

2.4.2 Architect Responsibilities. The Architect shall coordinate the services and work product of any subconsultant, separate consultant, or subcontractor and shall remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the Architect or its subconsultants, separate consultants, or subcontractors. The Architect shall review and approve any designs, drawings, specifications, shop drawings, submittals, or other items produced or furnished by any subconsultant, separate consultant, or subcontractor prior to submittal to the Owner's Project Representative. The Architect shall correct or revise any errors or deficiencies it identifies in the designs, drawings, specifications, shop drawings, submittals, or other items or services produced or provided pursuant to this Contract, and the Architect shall provide the Owner's Project Representative with such corrected or revised designs, drawings, specifications, shop drawings, submittals, or other items at the Architect's sole cost and expense.

2.4.3 Subconsultant, Separate Consultant, or Subcontractor Responsibilities. Any agreements entered into between Architect and a subconsultant, separate consultant, or subcontractor for services to be completed on Continuing Service Projects shall incorporate the terms of this Contract. To the extent the services are to be performed by the subconsultant, separate consultant, or subcontractor, that third party shall be bound by all provisions in this Contract, and shall assume toward the Architect all of the obligations which the Architect by this Contract assumes toward the Owner. The Architect acknowledges that nothing herein shall in any way relieve the Architect from any of its duties under this Contract.

2.4.4 Owner Consultants. The Architect shall cooperate at all times with the Owner and shall cooperate and coordinate with any separate consultant or agent hired by the Owner. The Architect shall incorporate the work product of any Owner-retained consultant in a manner which is appropriate or necessary to facilitate the design and construction of Continuing Service Projects within the project's budget and schedule. In the event Owner so elects, and upon written mutual consent as evidenced by a Task Assignment to this Contract, the Architect shall accept any assignment of any agreement or contract the Owner may have with any Owner-retained consultant.

2.5 Employees/Agents of Owner. The responsibilities of the Architect for performing services under this Contract and the Construction Documents is not relieved or affected in any respect whatsoever by the presence of, or inspection by, employees or agents of the Owner. The Architect agrees that its responsibilities for approving and certifying work for payment are not shared by any employee or agent of the Owner.

ARTICLE 3: PROPOSAL REQUIREMENTS, FEES, AND PAYMENT

3.1 Proposal Requirements. Based upon Unit Labor Rates (Exhibit B) for a specific Continuing Service Project, the Architect will provide the Owner's Project Representative with a detailed written proposal, which shall include a total not-to-exceed cost for services with a detailed breakdown of material and labor required to complete the Scope of Services identified in the Task Assignment (Exhibit E). For purposes of this Contract, a Task is identified as a specific service or phase of work to be performed by the Architect and its subconsultants, separate consultants, or subcontractors, which summarizes the scope of work to be completed and includes the detailed cost to complete.

3.1.1 The Architect's proposal shall include a list of Tasks that accurately identifies and details the Scope of Services to be performed. All labor, material and equipment costs for each Continuing Service Project shall be broken down by Task, and shall be complete and detailed, and shall include and identify, without limitation, the number of hours of work by title and responsibility of each employee or professional performing each service, while adhering to the Unit Labor Rates (Exhibit B). The title and responsibility of the Architect's employees must accurately reflect the type of service to be performed.

3.1.2 Schedule. The Architect shall include in its proposal a comprehensive schedule for the successful and timely completion of its services, as well as those services provided by the

Architect's subconsultants, separate consultants, or subcontractors, for each Continuing Service Project (the "Architect's Project Schedule"). The Architect's Project Schedule will be agreed upon by Owner and Architect on a project-by-project basis and will be included in the Task Assignment (Exhibit E) for each Continuing Service Project. Once submitted and agreed upon by Owner's Project Representative and the Architect, the Architect and its subconsultants, separate consultants, and subcontractors will be bound by the Architect's Project Schedule and will not deviate from it without prior written authorization from the Owner's Project Representative. Whether or not deviations from the Architect's Project Schedule have been authorized by the Owner's Project Representative, the Architect shall update the Architect's Project Schedule as necessary to reflect Owner-approved changes or unavoidable deviations, and to indicate the probable impact of those deviations on the performance of the Architect's services and the Continuing Service Project. However, nothing in this subparagraph is intended to be, nor shall be construed as, a waiver of the Owner's right to obtain full compliance by the Architect with approved schedules.

3.2 Subconsultants, separate consultants, or subcontractors. The hourly rate(s) for other professional services required by the use of subconsultants, separate consultants, or subcontractors will be negotiated at the time a proposal for such services is required and submitted to the Owner's Project Representative for approval. Subconsultants, separate consultants, and subcontractors are required to provide the same level of detail in their proposals as described in paragraph 3.1 of this Contract.

3.3 Contract Sum. The Owner agrees to pay to the Architect for Basic Services at a not-to-exceed fixed fee (the "Contract Sum"), as set forth in the Task Assignment (Exhibit E) and approved by the Owner. The Task Assignment shall set forth the appropriate fee structure for each completed Task. The fee structure and hourly rates may be revised only by written amendment to this Contract, duly-executed by both parties.

3.4 Reimbursable Expenses. The Owner shall pay the Architect for certain reimbursable expenses (the "Reimbursable Expenses") as set forth in the Task Assignment (Exhibit E). The Architect hereby waives all rights to payment by the Owner for otherwise Reimbursable Expenses when (a) the expense was incurred more than ninety (90) days before the date on which the Owner receives the first valid invoice from the Architect requesting payment for that expense; and (b) the first invoice for that expense is not accompanied by detailed, credible and legible documentation indicating the project-related nature of the expense and the actual costs incurred.

3.5 Payment for Services Performed. For each Continuing Service Project, the Architect shall be paid upon successful completion of each Task identified under the Schedule of Progress Payments in the Task Assignment (Exhibit E) and Purchase Order; or, for Tasks that will take longer than one month to complete, by monthly payments based on the percentage of services completed for each Task at the time the Payment Application is submitted to the Owner's Project Representative.

3.5.1 Payment Applications must match the detailed description provided on the original proposal, the Purchase Order, and the Task Assignment (Exhibit E); shall be in a format approved by the Owner's Project Representative (Facilities Division Payment Requisition Form); and shall reflect in detail the services completed.

3.5.2 Payment Applications shall be invoiced either upon successful completion of each Task; or, for Tasks that will take longer than one month to complete, monthly based on the percentage of services completed at the time the Payment Application is submitted to the Owner's Project Representative. To the extent that there is any disagreement between the Architect and the Owner's Project Representative with respect to the percentage of services completed for any given Task represented on the Architect's monthly Payment Application, then the Owner's Project Representative and the Architect will negotiate and agree upon the percentage of services completed without delaying the Architect's work on the Continuing Service Project.

3.5.3 The Architect expressly waives any right to payment for any Additional Services (as defined in paragraph 2.1.2 above) performed if the Architect has not received prior written authorization for such services by the Owner's Project Representative, which would have resulted in the Architect receiving a Purchase Order, a fully executed Task Assignment and Notice to Proceed.

3.5.4 Final payment to the Architect shall not be made by the Owner until the Original Work Product (as defined in paragraph 5.1.3 below) has been received and accepted by the Owner's Project Representative.

3.5.5 Payment will not be due from the Owner for any work that is performed without specific written authorization signed and approved by the Owner in the manner provided by this Contract, or other applicable rules, regulations, or law. The Owner shall not be responsible to pay for any services that are performed pursuant to the direction of a representative or employee of the School District of INDIAN RIVER County if the amount charged exceeds the authority granted to that District employee or agent pursuant to the rules and procedures of the School Board of INDIAN RIVER County, or Florida law.

3.5.6 The Unit Labor Rates (Exhibit B) may be revised only by written amendment to this Contract agreed to and executed by both parties to this Contract.

ARTICLE 4: PROJECT CONSTRUCTION BUDGET, ARCHITECT'S PROJECT SCHEDULE AND PROJECT MANAGEMENT

4.1 Project Construction Budget. The Architect acknowledges that the Owner will provide a Project Construction Budget and a Task Assignment (Exhibit E) for each Continuing Service Project. The Project Construction Budget is defined as the total budget identified for the construction of the Continuing Service Project. As identified in the Task Assignment (Exhibit E), the total Project Construction Budget consists of site development, building shells and interiors, site improvements, and any equipment that is included in the construction of the Continuing Service Project. The Architect's original work product as defined in paragraph 5.1 below shall be designed to be constructed within the Project Construction Budget.

4.1.1 Redesign. If bids received on the Continuing Service Project are not within the Project Construction Budget, the Architect shall perform all redesign work, which is reasonable and necessary to redesign the Continuing Service Project so that bids are received within the Project Construction Budget, as a part of its Basic Services. In the event that the redesigned

work is necessitated solely by the error or omissions of the Owner, then the Architect shall perform such redesign work as Additional Services.

4.1.2 Cost Consultant. Although the Architect is responsible for developing a design that meets the Project Construction Budget, the Owner may hire a Cost Consultant to verify costs on the Continuing Service Project. The Architect shall cooperate with the Owner's Cost Consultant by providing all necessary information for the preparation and updating of all estimates of construction costs throughout all phases of the Continuing Service Project.

4.2 Schedule. The Architect shall commence Basic Services after both parties have executed this Contract and the Architect has received a Purchase Order, fully-executed Task Assignment (Exhibit E) and Notice to Proceed issued by Owner. The Architect shall complete its services in accordance with the Architect's Project Schedule, set forth in each Task Assignment (Exhibit E).

4.2.1 The parties agree that time is of the essence in each Task Assignment. The following is a sample of Schedule Milestones that will be negotiated and must be included with the Architect's Proposal for each assigned Continuing Service Project:

- a. First Design Meeting with Facilities Division Staff.
- b. First Design Review Meeting with the Committee.
- c. 60% drawings and specifications submitted to Code Compliance for Plan Review.
- d. Second Design Review Meeting with the Committee.
- e. 100% drawings and specifications submitted to Code Compliance for Plan Review.
- f. Conformed Documents Complete.
- g. Construction Start.
- h. Substantial Completion.
- i. Final Completion.
- j. 11 Month Warranty Walkthrough.

4.2.2 Any changes to the Architect's Project Schedule shall be agreed upon by the Architect and the Owner's Project Representative and confirmed by a duly-executed written amendment to the Task Assignment.

4.2.3 The schedule for Additional Services, if any, shall be established by the Owner's Project Representative and included in a fully-executed amendment to the Task Assignment for each Continuing Service Project.

4.2.4 Acceleration. The Architect shall accelerate performance of Basic Services and Additional Services, if any, in the manner directed by the Owner's Project Representative. The Owner's Project Representative has the sole discretion to determine that acceleration is necessary to maintain the Architect's Project Schedule. If acceleration is required due to delays caused solely by Architect, the acceleration shall be at no cost to the Owner. If acceleration is required due to delays partially caused by Architect, the portion of the delay not caused by Architect will be treated as an Additional Service, and the portion of the delay caused by Architect will be treated as a Basic Service at no additional cost to Owner. Additional Services required

due to delay not caused by the Architect must be requested and authorized in writing by Owner's Project Representative.

ARTICLE 5: DOCUMENTS

5.1 Ownership of Documents. All plans, drawings, specifications, sketches, models, designs, artwork, programs, software, reports, photographs, or other tangible work product produced, originally-developed, or submitted to the Owner's Project Representative by the Architect pursuant to this Contract (hereinafter referred to as the "Original Work Product") are and shall remain the sole property of the Owner. Original Work Product shall also include, but not be limited to, all computer-generated electronic documents (Computer-Aided Design Documents (CADD) and specifications).

5.1.1 Owner's Rights. The Owner shall have the right to use any and all Original Work Product. Architect shall maintain a set of reproducible record prints of the Original Work Product. If subsequent usage by the Owner shall require further evidence of sealing requirements,

Architect shall make appropriate arrangements with the Owner for this purpose. Owner shall have an irrevocable license or right to use, reproduce or make derivative works from these documents for any renovations, maintenance or remodeling of the Continuing Service Project. The Owner shall also have an irrevocable right to use and reproduce the image of the Continuing Service Project designed by the Architect and to reproduce documents and data within the documents.

5.1.2 To the extent the services performed under this Contract produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for Owner as the author, creator, or inventor thereof upon creation, and Owner shall have all rights therein including, without limitation, the right of reproduction, with respect to such copyrightable or patentable Original Work Product. The Architect agrees to cooperate fully with Owner in filing the appropriate application with the U.S. Patent and Trademark Office to obtain a patent or patents, at the option, and in the sole discretion, of the Owner. The Architect further agrees to assign to the School Board all rights to any patent or patents obtained and any copyrighted Original Work Product. If the Owner elects its right to insist that a patent application will be filed, then the Owner will be responsible to pay all required, reasonable and necessary costs and fees associated with the preparation of the application for a patent or patents, filing of the application, prosecution of the application, and assignment of rights to the Owner. The Architect acknowledges that the provisions herein are a significant factor in the Owner's decision to enter into this Contract with Architect.

5.1.3 Delivery of Original Work Product. After final completion of the Continuing Service Project, the Architect shall retrieve from the Contractor the as-built documents, created from field data collected during the course of the Continuing Service Project. The Architect shall review the as-built documents for accuracy and then incorporate the original drawings, site changes and information taken from the as-built drawings into Record Drawings. The Architect shall deliver the Original Work Product to the Owner's Project Representative upon final completion of each Continuing Service Project, unless, in the Project Representative's sole discretion, it is necessary for the Architect to retain possession of the Original Work Product for a longer period of time.

CADD Record Drawings shall match the final printed as-built files to include all markups, notes, and revisions. Upon early termination of the Architect's services, the Architect shall deliver all Original Work Product to the Owner's Project Representative, complete or incomplete, within ten (10) calendar days of the effective date of the early termination.

5.1.4 The Architect shall retain copies of all Original Work Product for its permanent records; however, the same cannot be used for purposes other than Continuing Service Projects under this Contract without the Owner's prior written consent. The Architect agrees not to recreate any designs, or any other tangible work product contemplated by or originally-developed under this Contract, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the Original Work Product developed by the Architect under this Contract.

5.1.5 The Architect shall provide the Original Work Product and all documentation required for project closeout before final payment is approved by the Owner.

5.2 Documents and Copies. For each Continuing Service Project, the Architect shall provide the Owner's Project Representative with copies of all reports and other documents (except correspondence) prepared by the Architect under this Contract. The copies shall be furnished as requested by the Owner's Project Representative, and as they are prepared and completed by the Architect. The Architect shall promptly furnish the copies to the Owner's Project Representative, along with a detailed invoice showing the Architect's copy expenses, and the Owner shall pay the reasonable and agreed-upon cost for the reproduction.

5.3 Accounting Records and Owner's Right to Audit. The Architect shall establish and maintain a reasonable accounting system to keep full and detailed accounts and to exercise such cost controls as may be necessary for proper financial management under this Contract. The accounting and cost control systems shall be satisfactory to the Owner, as necessary to audit and verify the completeness and accuracy of all costs incurred and contained in the Architect's invoices, proposals, and monthly Payment Applications. The Owner and the Owner's accountants or other duly-authorized representatives or agents shall be afforded access to all of the Architect's financial and other related records. The Architect shall maintain its direct personnel expense records, subconsultant expense records, and other expense records, which pertain to the Continuing Service Project, as well as its record of accounts between the Architect and the Owner, which pertain to the Continuing Service Project. The records shall be available to the Owner or its authorized representatives, during regular business hours for inspection and copying. The Architect shall maintain accurate time records, to within the nearest quarter of an hour for each time entry for all work performed by the employees of the Architect under this Contract.

5.3.1 "Records," as referred to in this Contract, shall include without limitation any and all information, materials and data of every kind and character, including, without limitation, documents, recordings, agreements, purchase orders, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the Owner's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Documents. Such records shall include (hard copy, as well as computer-readable data if it can be made available), written policies and procedures; time sheets; payroll registers; expense

records; cancelled checks; subconsultant, separate consultant, and subcontractor files; original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); and any other Architect records which may have a bearing on matters of interest to the Owner in connection with the Architect's dealings with the Owner (all foregoing hereinafter referred to as "records") to the extent necessary to permit evaluation and verification of: a) the Architect's compliance with Contract requirements, b) compliance with the Owner's business ethics policies, and c) compliance with provisions for pricing amendments to this Contract and invoices or claims submitted by the Architect or his payees.

5.3.2 The Architect shall make it a condition of all subcontracts related to the rendering of professional services under this Contract that any and all subconsultants, separate consultants, and subcontractors will keep accurate records of costs incurred and items billed in connection with their work, and that such records shall be open to audit by the Owner or its authorized representatives during performance of such services and until five (5) years after its completion, in accordance with this Article 5.3 and all related subparagraphs. If the Architect receives notification of a dispute or the commencement of litigation regarding any services performed for Continuing Service Projects under this Contract within this five-year period, then the Architect shall notify any and all subconsultants, separate consultants, and subcontractors to continue to maintain all project records in accordance with this Article, and all related subparagraphs, until final resolution of the dispute or litigation or until the expiration of the five-year period, whichever is later.

5.3.3 Upon seven (7) calendar days written notice, from the date of this Contract to the last date described in this Article, the Architect shall provide to the Owner or its authorized representative(s) all records covered in paragraph 5.3.1 above that are requested by the Owner. If the provided records require further review or support, the Owner and its authorized representative(s) shall be entitled to inspect, examine, review and copy the Architect's records at the Owner's reasonable expense, with adequate workspace at the Architect's facilities. Such rights to inspect, examine, review and copy shall extend to the records and documentation of subconsultants, separate consultants, and subcontractors. Failure by the Architect to supply substantiating records shall be reason to exclude or recover the related costs from amounts which might otherwise be payable by the Owner to the Architect pursuant to this Contract.

5.3.4 Retention of Documentation. The Architect shall retain all such records as described in this Article, including without limitation those records identified in subparagraph 5.3.1 above, and any records required under any state or federal rules, regulations or laws respecting audit, for a period of five (5) years after the Owner has made final payment and all services have been performed under this Contract, or for such longer period as may be required by law. If the Architect receives notification of a dispute or the commencement of litigation regarding any services performed for Continuing Service Projects under this Contract within this five-year period, then the Architect shall continue to maintain all project records in accordance with this Article, and all related subparagraphs, until final resolution of the dispute or litigation or until the expiration of the five-year period, whichever is later.

5.3.5 This paragraph 5.3, "Accounting Records and Owner's Right to Audit," and all related subparagraphs, including all access, inspection, copying, auditing, reimbursement and repayment rights shall survive the termination of this Contract.

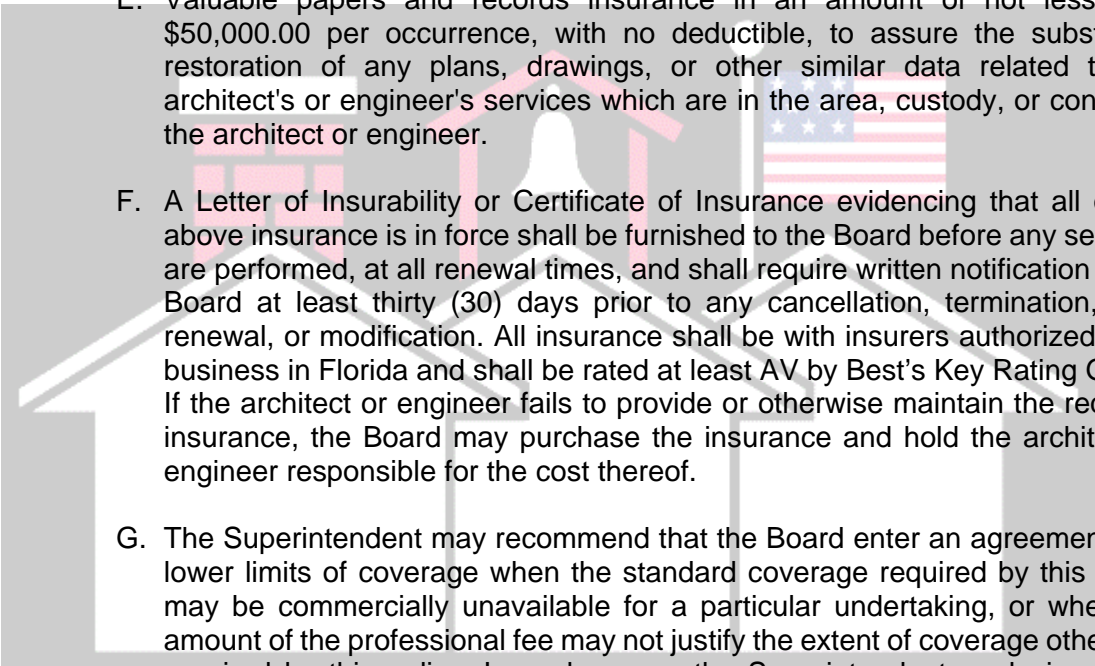
ARTICLE 6: INSURANCE REQUIREMENTS

6.1 Pursuant to Board Policy 8710.01, firms providing "professional services," as defined in the Consultants' Competitive Negotiations Act, that are selected by the School Board to complete construction projects or conduct planning activities that exceed the thresholds stated in F.S. 287.055(3)(a)(1) and 287.017 shall carry and maintain the required insurance during the period they are performing such services and thereafter as stipulated below:

A. Professional Liability Insurance

1. Coverage shall be in limits not less than \$1,000,000.00 per occurrence or an annual aggregate limit of \$3,000,000.00 covering negligent errors, omissions, or acts, with a per occurrence deductible not to exceed \$5,000.00 or five percent (5%) of the estimated professional fee or as approved by the Superintendent. Such coverage shall be maintained for a period of three (3) years after the date of final payment to the architect or engineer. If such insurance is based upon a "claims made" policy, prior to the services being performed, the architect or engineer shall provide to the Board satisfactory proof that extended reporting period coverage is available if the architect or engineer should cancel such coverage within three (3) years after the date of final payment to the architect or engineer. For specific projects, when recommended by the Superintendent, the Board may require higher limits.
2. When in the District's best interest and upon the recommendation of the Superintendent, the architect or engineer may obtain and carry non-cancelable project-specific professional liability insurance during the design and construction of the project and for a three (3) year discovery period thereafter. This insurance shall also provide for the owner's defense, if named with the architect or engineer in any claim covered under the policy.

- B. Commercial General Liability Insurance (including Blanket Contractual Liability and Completed Operations, Explosion, Collapse, and Underground Hazards) in limits of not less than \$1,000,000.00 per occurrence and a \$3,000,000.00 aggregate, with no deductible, covering personal injury, bodily injury, and property damage. The Products and Completed Operations portions of the general liability shall extend for a period of two (2) years after the final acceptance of the project by the District. The policies shall name the District, its Board members, and staff as additional insureds as their interests may appear under this agreement and the insurers shall agree to waive all rights of subrogation against the District and each individual member of the Board and staff. Additional Insured Endorsement CG2026 shall be endorsed naming the Board.

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- C. Comprehensive Automobile Liability Insurance (including hired and owned vehicles, if any) in limits of not less than \$1,000,000.00 per occurrence, covering personal injury, bodily injury, and property damage.
 - D. Worker's Compensation Insurance in compliance with F.S. Chapter 440 with employer's liability coverage of not less than \$1,000,000.00 per occurrence.
 - E. Valuable papers and records insurance in an amount of not less than \$50,000.00 per occurrence, with no deductible, to assure the substantial restoration of any plans, drawings, or other similar data related to the architect's or engineer's services which are in the area, custody, or control of the architect or engineer.
 - F. A Letter of Insurability or Certificate of Insurance evidencing that all of the above insurance is in force shall be furnished to the Board before any services are performed, at all renewal times, and shall require written notification to the Board at least thirty (30) days prior to any cancellation, termination, non-renewal, or modification. All insurance shall be with insurers authorized to do business in Florida and shall be rated at least AV by Best's Key Rating Guide. If the architect or engineer fails to provide or otherwise maintain the required insurance, the Board may purchase the insurance and hold the architect or engineer responsible for the cost thereof.
 - G. The Superintendent may recommend that the Board enter an agreement with lower limits of coverage when the standard coverage required by this policy may be commercially unavailable for a particular undertaking, or when the amount of the professional fee may not justify the extent of coverage otherwise required by this policy. In such cases, the Superintendent or designee will recommend that the specifications and requirements for the project shall include the modified levels of insurance coverage and limits of liability for the specific project that will waive the standard insurance limits specified in this policy.

ARTICLE 7: ARCHITECT'S REPRESENTATIONS

7.1 Representations. The Architect hereby represents to the Owner that:

7.1.1 It has the experience and skill to perform the services required to be performed by this Contract.

7.1.2 It shall provide and employ, in connection with the performance of such services, personnel qualified and experienced in their profession; it being understood that the Owner's Project Representative may at any time require the Architect to remove, and the Architect shall immediately remove, any person employed in connection with the performance of services under this Contract who in the opinion of the Owner's Project Representative or the Owner is unfit for the proper performance of his/her duties.

7.1.3 It shall design to and comply with applicable federal, state, and local laws, rules, regulations and codes, including, without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Contract, and shall, if requested by the Owner, provide certification of compliance with all registration and licensing requirements.

7.1.4 All professional services rendered by the Architect will be conducted by persons properly licensed and certified in accordance with Florida Statutes and other applicable rules and regulations. Prior to any services being rendered under this Contract, Architect will provide to the Owner's Project Representative proof of certification for each individual providing services under this Contract.

7.1.5 It shall perform said services in accordance with generally-accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of the Owner.

7.1.6 It is adequately financed to meet any financial obligations it may be required to incur under this Contract.

7.1.7 The work product of the Architect shall not call for the use of, nor infringe any, patent, trademark, service mark, copyright, or other proprietary interest claimed or held by any person or business entity absent prior written consent from the Owner and such other person or business entity.

7.1.8 The Architect's services will meet the highest professional standards in preparation of all Construction Documents.

7.2 Errors and Omissions. The Architect shall be obligated and responsible to the Owner for, and the Architect shall promptly and forthwith pay to the Owner upon the demand of the Owner, reasonable damages and additional costs and/or expenses in connection with construction of or delay in construction of Continuing Service Projects or otherwise incurred, sustained, and/or paid by Owner on account of or growing out of: (1) any and all errors and/or omissions made by the Architect in the preparation of any plans, specifications, drawings and/or other documents pursuant to this Contract and the project's Scope of Services; and (2) any and all negligent acts or omissions on the part of the Architect in preparing any plans, specifications, drawings, or other documents or in the performance of any other services under this Contract and the project's Scope of Services. It is the intent of the parties hereto that the Architect be held to and accountable for a degree of professionalism that is customary in the industry and commercially reasonable and for accuracy in the performance of the services of the Architect under this Contract. The Architect shall promptly advise the Owner in writing when it is aware of any conflicts, error and/or omissions in the Construction Documents or defects in construction of the Continuing Service Project. The Owner will be a third party beneficiary of any subconsultant or subcontractor contract, and all third party contracts will require the same professional error and omissions insurance, and commercial general liability insurance required of the Architect.

7.3 Indemnity and Hold Harmless. The Architect shall hold harmless and indemnify the Owner, its agents, and employees from and against any and all claims, demands, suits,

judgments, damages to persons or property, injuries, losses, or expenses of any nature whatsoever arising directly or indirectly from or out of any negligent act or omission of the Architect, its subconsultants, separate consultants, or subcontractors and their officers, directors, agents, or employees, any failure of the Architect to perform its services under this Contract in accordance with generally-accepted professional standards, any breach by the Architect of its obligations and duties to perform under this Contract, any breach of the Architect's representations made in this Contract, and the failure of performance of any product or service furnished by the Architect under this Contract. This hold harmless and indemnification provision shall include a duty to defend the Owner and to pay all reasonable attorneys' fees and expenses, including administrative and on appeal, incurred by the Owner in the defense of any matter covered by this provision. This hold harmless and indemnity is made notwithstanding the Owner's ownership of, and rights to, the Original Work Product. The provisions of this paragraph shall survive the termination or expiration of this Contract. The parties acknowledge that the Contract Sum includes \$100.00 to be paid by the Owner to the Architect as part of the Owner's first payment to the Architect as consideration for this indemnification. This indemnity shall not be deemed to include matters which may be caused or result from an act or omission of the Owner. Nothing in this Contract shall be interpreted or construed as an agreement on the part of the Owner to indemnify or hold harmless any party, including, but not limited to, the Architect, its employees, agents, representatives, Construction Manager, Subconsultants, Subcontractors, Trade Contractors, or all other lower tier Contractors (Sub-Subcontractors). Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. Nothing in this Contract is intended to be, nor shall be construed as, an extension of liability beyond the statutory limitations of liability set forth in Section 768.28, Florida Statutes.

7.4 Prohibition against Contingent Fees. The Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Contract, and that the Architect has not paid or agreed to pay any person, company, corporation, individual, or firm other than bona fide employees working solely for the Architect, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision,

the Owner shall have the right to terminate this Contract without liability and, at its discretion, deduct from the Contract Sum, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

7.5 Conflict of Interest. The Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to the Continuing Service Project.

ARTICLE 8: TERMINATION, SUSPENSION, AND ABANDONMENT

8.1 Termination. Either party may terminate this Contract for failure of the other party to substantially perform in accordance with the requirements of this Contract through no fault of the party initiating the termination. Further, the Owner has the absolute right to suspend or terminate

this Contract for convenience and without cause at any time upon thirty (30) days prior written notice to Architect.

8.1.1 Notwithstanding anything to the contrary in the preceding paragraph, except in an emergency circumstance, before terminating the Contract for breach, the party who claims the other is in breach or default of the Contract requirements shall serve written notification on the other party that identifies the alleged breach or breaches of the Contract. The party receiving notice shall have thirty (30) days from receipt of notice in which to cure the breach or default before the Contract is terminated.

8.1.2 In the event of an emergency that threatens the safety or security of the assets or personnel of the School District of INDIAN RIVER County, Florida, or which threatens the safety or security of the students or other third parties, termination may be made immediately upon notice to the Architect and the Architect shall immediately vacate the premises. Failure to timely pay an invoice will not be deemed an emergency, but shall instead be governed by the provisions of Florida's Local Government Prompt Payment Act (Sections 218.70-218.80, Florida Statutes).

8.1.3 If the Continuing Service Project is suspended or terminated without cause, the Owner shall pay to the Architect only that portion of the Contract Sum which has become due and payable to the Architect under the Contract. In the event that the Contract is suspended or terminated before the Architect has completed all services under an identified Task, then the Owner shall pay to the Architect a negotiated fee taking into consideration the percentage of services completed under that Task, with the understanding that no payment made to the Architect shall exceed the total fee that would have become due and payable to the Architect had the Task been completed prior to suspension or termination of the Contract.

8.1.4 Upon receipt of a termination notice without cause, the Architect and the Owner's Project Representative shall meet and determine the work that is necessary to be performed during the 30-day termination notice period. In no event will the Architect unreasonably or unnecessarily accelerate the work during the 30-day written notice termination period but, in all events, the Architect shall identify that work which in its professional opinion should be completed to protect the interests of the Owner, including the promotion of an efficient and cost-effective delivery of the Original Work Product. Unless the Owner authorizes the Architect in writing, the Architect shall not perform any further services and shall not be entitled to receive payment from the Owner on account of any such services performed during the period of suspension or after termination.

8.2 Abandonment or Suspension. If the Owner suspends or abandons the Continuing Service Project, the Owner shall pay all fees and Reimbursable Expenses which have become due and payable to the Architect pursuant to the related Task Assignment (Exhibit E). The Architect shall not be entitled to lost profits for uncompleted work. Payment shall be made for that portion of the work that the Architect completed prior to the abandonment or suspension, and the Owner shall have no further obligation to the Architect for the payment of any other fees, unless and until the Continuing Service Project is resumed by the Owner.

8.3 Resumption. If the Owner chooses to resume the Continuing Service Project, the Architect, at the option of the Owner, shall complete its services under the Task Assignment

(Exhibit E), and it shall be entitled to payment of any remaining unpaid fees in accordance with the terms of this Contract to be payable at the times and in the manner specified in this Contract. In no event will any fee or part thereof become due or payable to the Architect unless and until the Architect has attained and completed that stage of work where the same would be due and payable under the terms of this Contract. When the Architect receives a notice from the Owner that the suspension has been canceled, the Architect shall perform all services remaining under the related Task Assignment and, by amendment to the Task Assignment, it shall be entitled to an extension of time equal to the period of the suspension. If the Continuing Service Project is resumed within 365 days of the date it was abandoned or suspended, the fees payable to the Architect shall be equal to the amounts due under the Task Assignment not previously paid by the Owner to the Architect and shall be based on the amounts provided under Unit Labor Rates (Exhibit B). If the Continuing Service Project is resumed more than 365 days after the date of its abandonment or suspension, then, upon the Architect's written request, the Task Assignment may be amended to reflect any escalation in the cost of equipment, material or labor. Any adjustments to the Contract Sum based on equipment, material, or labor escalations will be negotiated between the Architect and the Owner's Project Representative, and will be submitted to the Owner for approval of the amendment to the Task Assignment.

ARTICLE 9: REUSE AND REPEATED DESIGN

9.1 The Owner may reuse or repeat an assigned Continuing Service Project, as designed by the Architect under this Contract, at any time(s). The Architect shall make all plans, specifications, designs, drawings, notes, and other documents available to the Owner to facilitate the reuse of the assigned Continuing Service Project design.

9.2 Owner acknowledges that the designs used by the Architect for the Continuing Service Project may have been originally created by the Architect for previous projects and remain the property of the Architect. Nevertheless, without requiring the Owner to pay additional fees, the Architect consents to the Owner's use of the plans, specifications, designs, drawings, notes, and other documents used by the Architect during the performance of their services to complete the Continuing Service Project following the Architect's termination for any reason or to perform additions to or remodeling of the Continuing Service Project. Additionally, the Architect agrees to make available to the Owner all plans, specifications, designs, drawings, notes, and other documents, including, but not limited to, original CADD files used by the Architect under this Contract for reuse by the Owner on repeat projects. For each single reuse or multiple simultaneous reuse projects, the Owner agrees to pay Architect a fee according to the Schedule of Reuse fees listed in the Task Assignment (Exhibit E).

9.3 At the time of proposal for each Task Assignment (Exhibit E), the Owner and the Architect will negotiate a fee for the Architect to adapt plans, specifications, and other documents used in the Continuing Service Project to any new site where the design documents are to be used. Additionally, the Owner and the Architect shall negotiate a fee for the Architect to provide bidding and construction phase services. The Owner and the Architect shall also negotiate a separate fee for any Owner-requested changes or modifications, or any revisions that are required due to building code or other regulatory changes.

ARTICLE 10: SPECIAL PROVISIONS

10.1 Consultants' Competitive Negotiation Act. If the total fee paid to the Architect exceeds the threshold amount provided in Section 287.017 for CATEGORY FOUR, the following provisions of the CCNA, Section 287.055(5)(a), Florida Statutes, shall apply:

10.1.1 The Architect shall execute and furnish to the Owner's Project Representative a "Truth-in-Negotiation Certificate," stating the wage rates and other factual unit costs supporting compensation are accurate, complete, and current at the time of executing this Contract and any amendment to this Agreement. The original price and any additions thereto shall be adjusted to exclude any significant sums by which the District determines the Agreement amount was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs, and that such original Agreement adjustments shall be made within one year following the end of the Agreement and any amendment to this Agreement.

10.1.2 The "Truth-in-Negotiation Certificate" form is Exhibit D, Page 39.

10.1.3 The Contract Sum and any additions thereto shall be adjusted to exclude any significant sums by which the Owner determines the Contract Sum was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

10.2 Public Entity Crime Information Statement and Debarment. Section 287.133(2)(a) of the Florida Statutes states: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

10.2.1 By signing this Contract, the Architect represents and certifies, to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency, as defined by each Federal agency's codification of the Government-wide Debarment and Suspension Common Rule for Nonprocurement, and do not appear on the Excluded Parties List System, as defined in 48 CFR 2.101;
- b. Have not, within a five-year period preceding the issuance of the Request for Qualifications ("RFQ") that led to the award of this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract; violation of Federal or state antitrust statutes or commission of

embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

- c. Are not presently indicted or otherwise criminally charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b);
- d. Have not, within a five-year period preceding the issuance of the RFQ that led to the award of this Contract, had one or more public transactions (Federal, state or local) terminated for cause or default; and
- e. Are not presently, nor have been within the last three (3) years, listed on the convicted vendor list.

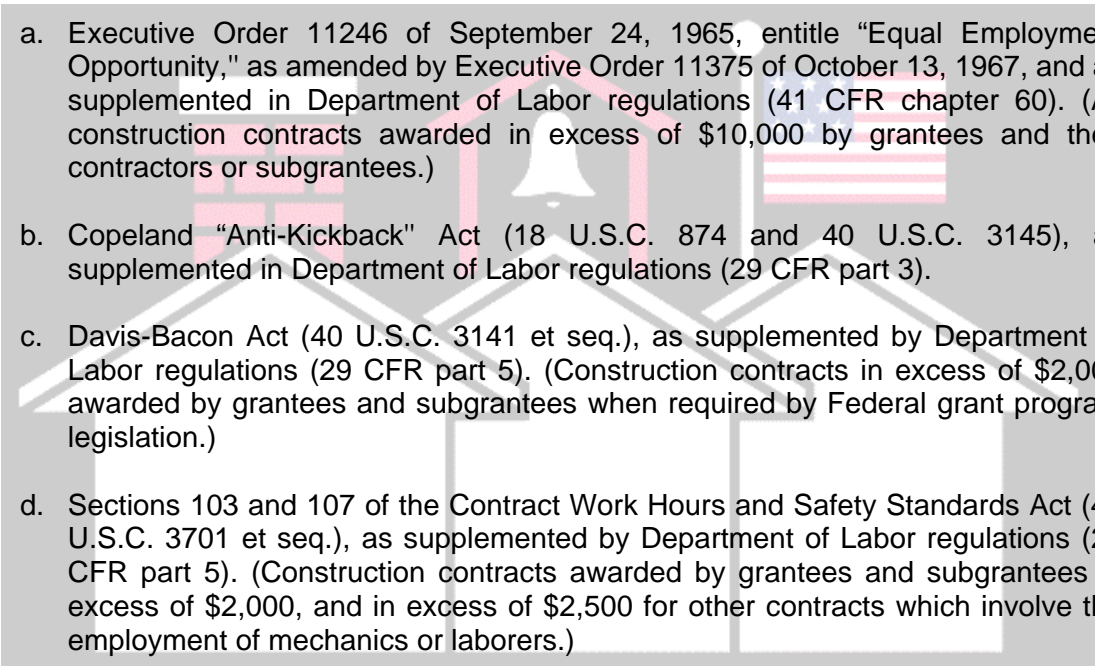
10.2.2 In addition to any other requirements of law, Architect shall notify Owner within 30 days after the occurrence of any of the events, actions, debarments, suspensions, proposals, declarations, exclusions, convictions, judgments, indictments, information, or terminations as described in paragraphs (a) through (e) above, with respect to Architect or its principals.

10.3 Background Check. The Architect agrees to comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the Owner. This background screening will be conducted by the Owner in advance of the Architect or its personnel providing any services under the conditions described in the previous sentence. Architect shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Architect and its personnel. The parties agree that the failure of the Architect to perform any of the duties described in this section shall constitute a material breach of this Contract entitling the Owner to terminate immediately with no further responsibilities or duties to perform under this Contract. The Architect agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from the Architect's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. The Architect shall require each of the Architect's subconsultants, separate consultants, and subcontractors on the Continuing Service Projects to agree, in writing, to the provisions of this paragraph.

10.4 Conduct While on School Property. The Architect acknowledges that its agents, employees and representatives must behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with School Board policies and subject to the discretion of the site administrator or the Owner. It will be considered a breach of this Contract for any agent, employee, or representative of the Architect to behave in a manner which is inconsistent with good conduct or decorum, or to behave in any manner which will disrupt the educational program or constitute any level of threat to safety, health, and well-being of any student or employee of the Owner. The Architect agrees to

immediately remove any agent, employee, or representative if directed to do so by the site administrator, its designee or the Owner's Project Representative.

10.5 Compliance with Federal Grant Requirements. If made applicable by the use of Federal grant funds in the Continuing Service Project or any other requirement as set out below, the Architect and its subconsultants, separate consultants, and subcontractors shall comply with all applicable Federal rules, regulations and orders, including but not limited to:

- 
- a. Executive Order 11246 of September 24, 1965, entitle "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees.)
 - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented in Department of Labor regulations (29 CFR part 3).
 - c. Davis-Bacon Act (40 U.S.C. 3141 et seq.), as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation.)
 - d. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers.)
 - e. All applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.)
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

10.6 Public Records Act/Chapter 119 Requirements. The Architect agrees to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided, by doing the following:

- a. The Architect and its subconsultants, separate consultants, or subcontractors shall keep and maintain public records that ordinarily and necessarily would be required by the School Board in order to perform the service;

- b. The Architect and its subconsultants, separate consultants, or subcontractors shall provide the public with access to such public records on the same terms and conditions that the School Board would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. The Architect and its subconsultants, separate consultants, or subcontractors shall ensure that public records that are exempt or that are confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law; and
- d. The Architect and its subconsultants, separate consultants, or subcontractors shall meet all requirements for retaining public records and transfer to the School Board, at no cost, all public records in possession of the Architect and its subconsultants, separate consultants, or subcontractors upon termination of the Contract and shall destroy any duplicate public records that are exempt or that are confidential and exempt from the public records disclosure requirements. All records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board.

The parties agree that if the Architect and its subconsultants, separate consultants, or subcontractors fail to comply with the above requirement shall result in the immediate termination of this Contract without penalty to the School Board. Further, the Architect shall fully indemnify and hold harmless the School Board, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from Architect's failure to comply with these requirements.

ARTICLE 11: MISCELLANEOUS PROVISIONS

11.1 Defining Terms. Unless otherwise defined herein, the terms used in this Contract shall have their ordinary and customary meanings as used in the industry.

11.2 Gender. Unless the context clearly indicates to the contrary, pronouns having a neuter, masculine, or feminine gender shall be deemed to include the others.

11.3 Singular and Plural. Unless the context of this Contract otherwise clearly requires, references to the plural include the singular, references to the singular include the plural, the term "including" is not limiting, and the terms "hereof," hereunder," and similar terms in the Contract Documents refer to the Contract Documents as a whole and not to any particular provision thereof, unless explicitly stated otherwise.

11.4 Computation of Time. All references to any number of days shall mean calendar days unless the term "business days" is specifically included with the reference.

11.5 Captions. The captions used for Sections in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or the intent of this Contract or any Article or Section thereof.

11.6 Entire Agreement. This Contract and the Contract Documents incorporated herein by reference constitute the entire and integrated Contract between the parties with respect to the matters covered by this Contract. All prior negotiations, representations, and agreements not incorporated in this Contract are cancelled. This Contract can be modified or amended only by a written document duly-executed by the parties or their duly-appointed representatives.

11.7 Right to Enter Into this Contract. Each party warrants and represents, with respect to itself, that neither the execution of this Contract nor the performance of its obligations under this Contract shall violate any legal requirement, result in or constitute a breach or default under any indenture, contract, or other commitment or restriction to which it is a party or by which it is bound. Each party also warrants and represents, with respect to itself, that the execution of this Contract and the performance of its obligations under this Contract shall not require any consent, vote, or approval which has not been obtained, or at the appropriate time shall not have been given or obtained. Each party agrees that it has or will continue to have throughout the term of this Contract the full right and authority to enter into this Contract and to perform its obligations under this Contract. Upon written request, each party agrees to supply the other party with evidence of its full right and authority.

11.8 Binding Effect. Each and all of the covenants, terms, provisions, and agreements contained in this Contract shall be binding upon and inure to the benefit of the parties and their respective assigns, successors, subsidiaries, affiliates, holding companies and legal representatives, as allowed in this Contract.

11.9 No Construction Against Drafter. Each of the parties has been represented by legal counsel who have had ample opportunity to, and have, participated in the drafting of this Contract. Therefore, this Contract shall not be construed more favorably or unfavorably against any party.

11.10 Further Assurances. The parties agree to execute any and all further instruments and documents, and take all such action as may be reasonably required by any party to effectuate the terms and provisions of this Contract and the transactions contemplated in this Contract.

11.11 Severability. In the event any of the provisions of this Contract are determined by a court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Contract, and the remainder of this Contract shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision shall materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Contract in its entirety.

11.12 Waiver. No consent or waiver, express or implied, by either party to this Contract to or of any breach or default by another in the performance of any obligations shall be deemed or construed to be consent or waiver to or of any other breach or default by that party. Except as otherwise provided in this Contract, failure on the part of any party to complain of any act or failure to act by another party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of the rights of that party.

11.13 Cumulative Remedies. All rights, powers, remedies, benefits, and privileges available under any provision of this Contract to any party is in addition to and cumulative of any and all

rights, powers, remedies, benefits, and privileges available to such party under all other provisions of this Contract, at law or in equity.

11.14 No Partnership or Joint Venture. It is understood and agreed that nothing contained in this Contract shall be deemed or construed as creating a partnership or joint venture between the Owner and Architect or any other party, or cause either party to be responsible in any way for the debts and obligations of the other party.

11.15 Third-Party Beneficiaries. This Contract has been made and entered into for the sole protection and benefit of the Owner and the Architect, and their respective successors, and no other person or entity shall have any right or action under this Contract against either the Owner or the Architect.

11.16 No Assignment. This Contract is for the personal services of Architect and it may not be assigned by the Architect in any manner, whether by operation of law, or by any conveyance, including without limitation, transfer of stock in the Architect firm, without the prior written consent of the Owner. The Owner may withhold its written consent in its sole discretion.

11.17 Owner Transfer of Interest. If the Owner conveys its interest in the Continuing Service Projects to a third party, any rights which the Owner may have against Architect arising from or in connection with this Contract shall automatically transfer to such third party without the necessity of a written document or consent from Architect.

11.18 Dispute Resolution. Prior to initiating any litigation related to this Contract, the parties agree to submit the dispute to nonbinding mediation by a mediator who is certified in Florida in an effort to resolve disputes in an expedient manner. Each party shall bear their own attorneys' fees and the costs incurred by such mediation. The Owner, in its sole discretion, has the right to join the Architect and General Contractor in a single mediation.

11.19 Governing Law and Venue. This Contract shall be governed by and construed under the laws of the State of Florida. Except for a suit in Federal court, INDIAN RIVER County, Florida, shall be the proper place of venue for all suits to enforce this Contract. Any legal proceedings arising out of or in connection with this Contract shall be brought in the Circuit Courts of INDIAN RIVER County, Florida, or, if appropriate, the United States District Court for the Southern District of Florida. Notwithstanding any other provision of the Contract Documents, the Owner does not agree to, nor shall the parties, arbitrate in any matter whatsoever any issue arising out of this Contract, the Contract Documents, or the performance thereof. The Owner does not agree to pay attorneys' fees to the prevailing party in connection with any dispute arising out of this Contract or the Contract Documents.

11.20 Waiver of Jury Trial. The parties expressly waive the right to a jury trial for any claims or disputes arising out of, and in connection with, this Contract and the performance of services in accordance with the Contract Documents.

11.21 No Waiver of Sovereign Immunity. Nothing in this Contract is intended to serve, nor should be construed, as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. Nothing in this Agreement is intended to be, nor shall be

construed as, an extension of liability beyond the statutory limitations of liability set forth in Section 768.28, Florida Statutes.

11.22 Limitation of Liability. The Owner shall be liable, if at all, only to the extent of its interest in the Continuing Service Project, and no officer, director, partner, agent or employee of the Owner shall ever be personally or individually liable with respect to this Contract or the performance of services under this Contract. Any subcontract entered into by the Architect shall include the foregoing limitation of liability, which shall be effective in the event the Owner ever succeeds to the Architect's rights and obligations under a subcontract.

11.23 Non-Discrimination. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, sexual orientation, genetic information, or national or ethnic origin.

11.24 Approvals. Whenever any review or approval is required by any party, such party agrees that such review or approval shall be promptly and expeditiously prosecuted to conclusion.

11.25 Force Majeure. With regard to performance under this Contract, a party shall not be deemed to be in default of this Contract, or have failed to comply with any term or conditions of this Contract, if, for reasons beyond the parties reasonable control, including, without limitation acts of God, natural disaster, labor unrest, war, declared or undeclared, the existence of injunctions or requirements for obtaining licenses, easements, permits or other compliance with applicable laws, rules and regulations, such performance is not reasonably possible within such time periods. In the event that any such reasons or conditions occur making performance not reasonably possible within the time periods set forth in this Contract, then the time for such performance shall be extended until removal of such reasons beyond the parties reasonable control, provided that the party commences such performance as soon as reasonably possible thereafter and diligently pursues such performance.

11.26 Evaluations. The Architect will be evaluated by the Owner's Project Representative during the Contract Term at intervals established by the Chief Facilities Officer and at the end of each assigned Continuing Service Project. The evaluation results may be considered in measuring the Architect's past performance and may be included in the review process for future solicitations for consultant services. A copy of the evaluation(s) will be provided to the Architect upon request.

11.27 Notices. All notices shall be in writing, and all payments shall be by check, and may be served by (a) depositing the same in the United States mail addressed to the party to be notified, postpaid, and registered or certified with return receipt requested, (b) transmitting by facsimile to the numbers set forth below for each party, or (c) delivering the same in person to such party by (i) personal delivery or (ii) overnight courier. Notice deposited in the mail shall be deemed to have been given on the third day next following the date postmarked on the envelope containing such notice, or when actually received, whichever is earlier. Notice given in any manner shall be effective only if and when received by the party to be notified. All notices to be given to the parties shall be sent to or delivered at the addresses or facsimile numbers set forth below:

Owner: School Board of Indian River County, FL
Attn: Superintendent, Mark J. Rendell, Ed.D
6500 57th Street
Vero Beach, FL 32967

Consultant:

Firm Name

Contact Name

Address

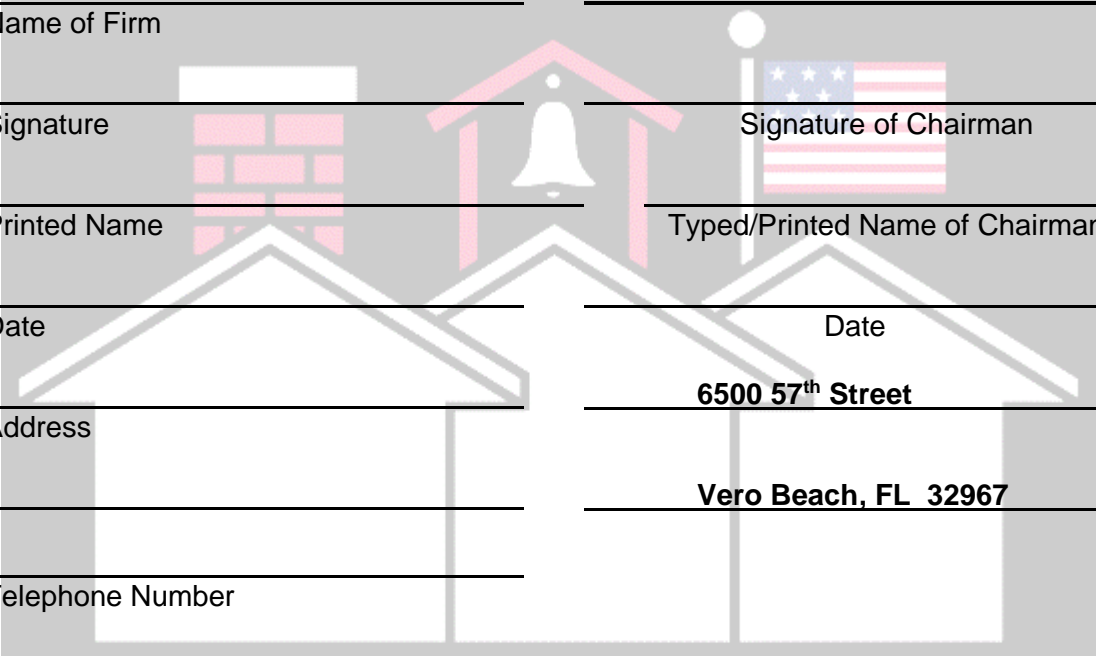
Telephone:

Fax:

By giving the other party at least 15 days written notice, each party shall have the right to change its address and specify as its new address any other address in the United States of America.

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IN WITNESS WHEREOF, the above parties have executed this instrument by their undersigned representatives pursuant to the authority of their governing bodies as of the approval date set forth in this Contract.

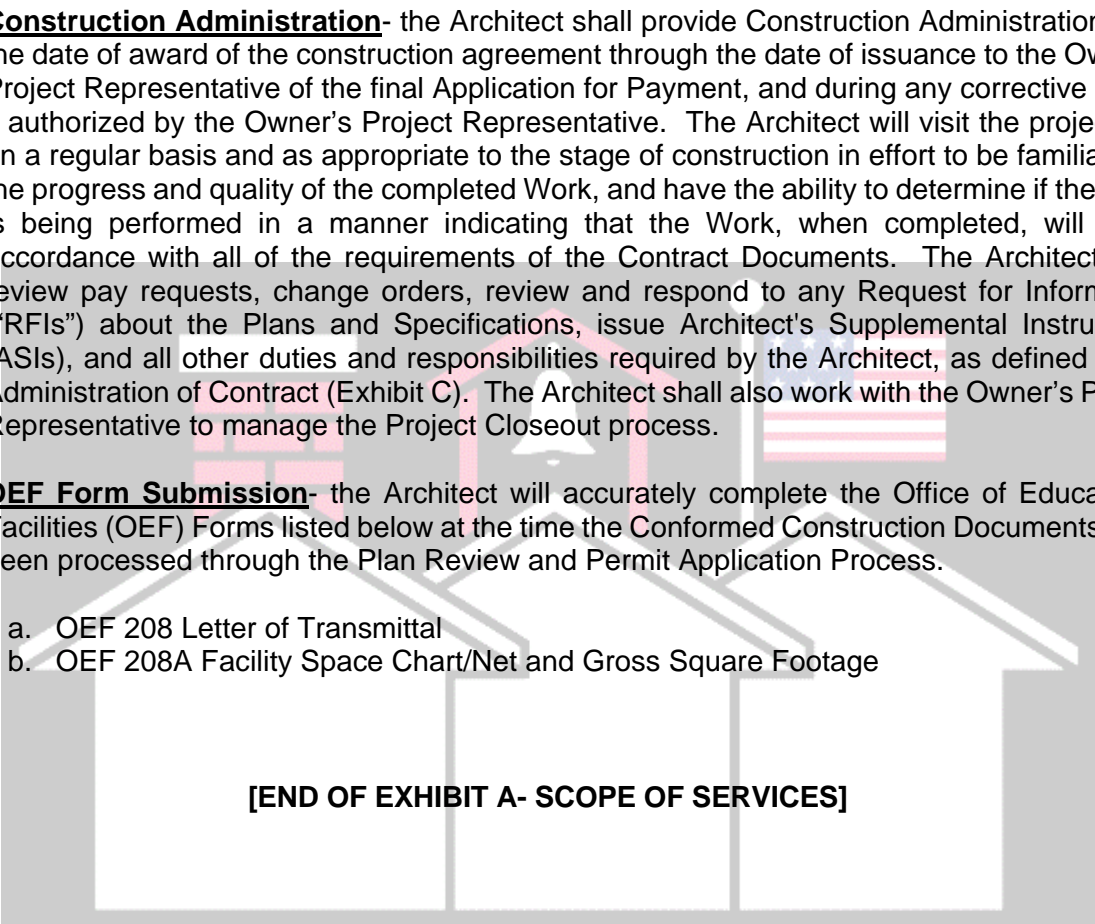
<hr/>		<u>The School Board of Indian River County FL</u>
Name of Firm	<hr/>	
Signature		Signature of Chairman
Printed Name	<hr/>	
Date	<hr/>	
Address	6500 57th Street	
	Vero Beach, FL 32967	
Telephone Number	<hr/>	
Fax Number	<hr/>	
Email Address	<hr/>	
FEIN Business	<hr/>	
SS# Individual	<hr/>	

**THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA
CONTINUING SERVICE CONTRACT FOR ARCHITECTURAL SERVICES
EXHIBIT A**

DESCRIPTION OF SERVICES

To provide the School District of INDIAN RIVER County with Architectural Services for Continuing Service Projects valued less than \$2,000,000.00 and for Studies when professional service fees do not exceed \$200,000.00. The extent of the services provided shall include, but not be limited to, the following:

1. **Design Development**- The Architect shall prepare Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Continuing Service Project as to architectural, site adaptation, structural, mechanical and electrical systems, materials, and such other elements as may be appropriate, and which shall indicate, among other things, the location of doors, windows, egress corridors, mechanical and electrical rooms. The Architect may also provide planning services and shall review and modify project plans, programs, and schedules to reflect Owner-desired changes for approval by the School Board. The Design Development Documents shall comply with all applicable laws, statutes, ordinances, codes, orders, rules and regulations, as well as the District's design standards and the State Requirements for Educational Facilities. The Architect will facilitate, document and distribute meeting minutes in a timely manner.
2. **Construction Documents**- Based on the approved Design Development Documents and any further adjustments in the scope of quality of the Project or in the Project Construction Budget, the Architect shall develop, for approval by Owner, Construction Documents that refine the Design Development Documents to provide a complete set of Drawings, Plans and Specifications setting forth in detail the requirements for the construction of the Continuing Service Project. The Architect is solely responsible for the project design and must clearly identify the resulting effects of cost savings, which may have been suggested by the Architect, its subconsultants, separate consultants, or subcontractors, the Construction Manager or the Owner. The Construction Documents shall comply with all applicable laws, statutes, ordinances, codes, orders, rules and regulations, as well as the District's design standards and the State Requirements for Educational Facilities.
3. **Permitting Services**- the Architect will prepare, file, and coordinate the approval of all permitting actions, document reviews and approvals with all city, county, state, and Federal bodies having jurisdiction and authority for the permitting, document reviews, and approvals. The Architect will document and proactively work to resolve permitting issues (if any) in a timely manner.
4. **Bidding**- the Architect shall assist the Owner's Project Representative in the bidding phase of the Continuing Service Project and respond to questions concerning the Plans and Specifications.

- 
5. **Construction Administration**- the Architect shall provide Construction Administration from the date of award of the construction agreement through the date of issuance to the Owner's Project Representative of the final Application for Payment, and during any corrective Work, if authorized by the Owner's Project Representative. The Architect will visit the project site on a regular basis and as appropriate to the stage of construction in effort to be familiar with the progress and quality of the completed Work, and have the ability to determine if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with all of the requirements of the Contract Documents. The Architect shall review pay requests, change orders, review and respond to any Request for Information ("RFIs") about the Plans and Specifications, issue Architect's Supplemental Instructions (ASIs), and all other duties and responsibilities required by the Architect, as defined in the Administration of Contract (Exhibit C). The Architect shall also work with the Owner's Project Representative to manage the Project Closeout process.
6. **OEF Form Submission**- the Architect will accurately complete the Office of Educational Facilities (OEF) Forms listed below at the time the Conformed Construction Documents have been processed through the Plan Review and Permit Application Process.
- a. OEF 208 Letter of Transmittal
 - b. OEF 208A Facility Space Chart/Net and Gross Square Footage

[END OF EXHIBIT A- SCOPE OF SERVICES]

**THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA
CONTINUING SERVICE CONTRACT FOR ARCHITECTURAL SERVICES
EXHIBIT B**

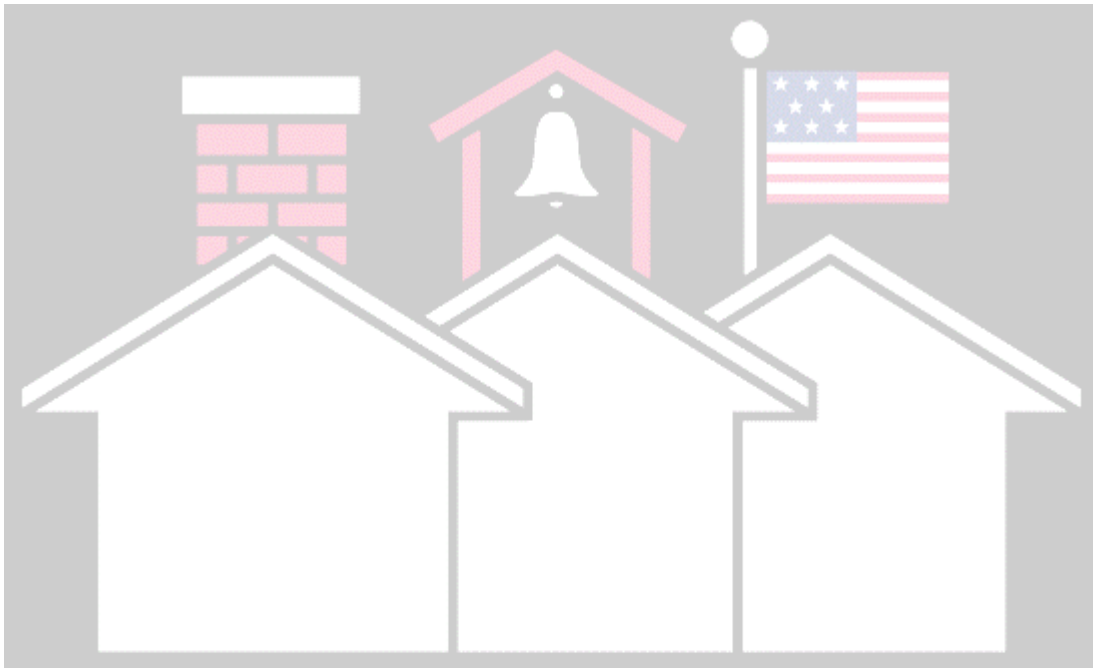
UNIT LABOR RATES

The Architect shall list all Unit Labor Rates to be referred to when proposing services for each Continuing Service Project assigned by the School District of INDIAN RIVER County, Florida. The Unit Labor Rates shall include, but not be limited to, services required to support the Scope of Services identified in Exhibit A and shall correspond with the detailed Tasks set forth in the Task Assignment (Exhibit E).

Fees for Basic Services and, when approved in writing by the Owner's Project Representative, for Additional Services shall be inclusive of all overhead of Architect, and shall be reimbursed at the following hourly rates:

<u>Name</u>	<u>Title</u>	<u>Hourly Rate</u>
Name	Title	\$0.00

The hourly rate(s) for other professional services, required by the use of subconsultants, separate consultants or subcontractors will be negotiated at the time a proposal for such service is required and submitted for approval. Subconsultants, separate consultants or subcontractors are required to provide the same level of detail in their proposals as described in this Contract.



**THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA
CONTINUING SERVICE CONTRACT FOR ARCHITECTURAL SERVICES
EXHIBIT C**

ADMINISTRATION OF THE CONTRACT

1. ARCHITECT

- 1.1** The ARCHITECT is the person lawfully licensed to practice ARCHITECTURE or an entity lawfully practicing ARCHITECTURE identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The term "ARCHITECT" means the ARCHITECT or the ARCHITECT'S authorized representative.
- 1.2** In case of termination of employment of the ARCHITECT, the Owner shall appoint an ARCHITECT against whom the Construction Manager makes no reasonable objection and whose status under the Contract Documents shall be that of the former ARCHITECT.

2. ARCHITECT ADMINISTRATION OF THE CONTRACT

- 2.1** The ARCHITECT will provide administration of the Construction Management Agreement (the "Contract"), which is incorporated by reference, as described in the Contract Documents, and will be the Owner's representative from the date of award of the Construction Management Agreement through the date of issuance to the Owner's Project Representative of the final Application for Payment, and during any corrective Work, if authorized by the Owner's Project Representative. The ARCHITECT will advise and consult with the Owner's Project Representative. The ARCHITECT will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless otherwise modified by written instrument in accordance with other provisions of the Contract.
- 2.2** All terms not otherwise defined in this Contract shall be as defined in the Agreement between the Owner and Construction Manager with respect to the construction of the Continuing Service Project.
- 2.3** The ARCHITECT will visit the site at bi-weekly intervals appropriate to the stage of construction, unless otherwise agreed to in writing by the Owner and the Architect, to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with all of the requirements of the Contract Documents. The ARCHITECT will promptly submit to the Owner's Project Representative a detailed written report subsequent to each such on-site visit and will within two (2) working days notify the Owner's Project Representative, in writing, of any observation of any person or entity failing to perform the Work in accordance with the Contract Documents. However, the ARCHITECT will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an ARCHITECT, the ARCHITECT will exercise the

utmost care and diligence in discovering any defects or deficiencies in the Work of the Construction Manager, its subcontractors, and any of their agents or employees, or any other person performing any of the Work in the construction of the Continuing Service Project, and will keep the Owner's Project Representative informed of progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work by promptly reporting to Owner's Project Representative any defects or deficiencies in the Work.

2.3.1 As part of Basic Services, the Architect shall attend all meetings of the Owner's staff and School Board meetings as required by Owner, if Owner determines such attendance is in fulfillment of this document or Architect's responsibilities hereunder, and shall keep the minutes of the meetings and distribute them to the Owner and Construction Manager in a timely manner.

2.4 The ARCHITECT will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Construction Manager's responsibility. The ARCHITECT will not be responsible for the Construction Manager's schedules or failure to carry out the Work in accordance with the Contract Documents. The ARCHITECT will not have control over or charge of and will not be responsible for acts or omissions of the Construction Manager, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.5 **Communications Facilitating Contract Administration.** Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the Owner and Construction Manager shall communicate through the ARCHITECT. Communications by and with the ARCHITECT'S consultants shall be through the ARCHITECT. Communications by and with Subcontractors and material suppliers shall be through the Construction Manager. Communications by and with separate contractors shall be through the Owner's Project Representative.

2.6 Based on the ARCHITECT'S observations and evaluations of the Construction Manager's Applications for Payment, the ARCHITECT will review and certify the amounts due the Construction Manager, and will sign each Application for Payment indicating their approval of the amount to be paid. The ARCHITECT'S approval of the Application for Payment shall constitute a representation to the Owner, based on the ARCHITECT'S on-site observations (as provided in paragraph 2.3 of this Exhibit) and on the data comprising the Construction Manager's Application for Payment, that the Work has progressed to the point indicated and that, to the best of ARCHITECT'S knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents.

2.7 The ARCHITECT will have authority to reject Work that does not conform to the Contract Documents. Whenever the ARCHITECT considers it necessary or advisable for implementation of the intent of the Contract Documents, the ARCHITECT will have

authority to require additional inspection or testing of the Work, whether or not such Work is fabricated, installed or completed. However, neither this authority of the ARCHITECT nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the ARCHITECT to the Construction Manager, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

- 2.8** The ARCHITECT will review and approve or take other appropriate action upon the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the purpose of determining whether or not the Work, when completed, will be in compliance with the requirements of the Contract Documents. The ARCHITECT'S action will be taken within two (2) business days so as to cause no delay in the Work or in the activities of the Owner, Construction Manager or separate contractors, while allowing sufficient time in the ARCHITECT'S professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Construction Manager as required by the Contract Documents. The ARCHITECT'S review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the ARCHITECT, of any construction means, methods, techniques, sequences or procedures. The ARCHITECT'S approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 2.9** The ARCHITECT will prepare Proposal Requests, Change Orders and Construction Change Directives, and may authorize minor changes in the Work, which do not involve an adjustment in the Contract Sum or an extension of the Contract Time and are not inconsistent with the intent and requirements of the Contract Documents.
- 2.10** The Architect will review and respond to any Request for Information ("RFIs") initiated by the Construction Manager by issuing Architect's Supplemental Instructions ("ASI") to specify or provide additional instructions, information and interpretations related to a set of Plans and/or Specifications developed by the Architect, consistent with the intent of the Contract Documents.
- 2.11** The ARCHITECT will conduct observations, determine the date or dates of Substantial Completion and the date of Final Completion, and will issue a Certification of Substantial Completion and the Certificate of Final Inspection. The ARCHITECT will receive and forward to the Owner's Project Representative for review all records, written warranties, guarantees, and related documents required by the Contract and assembled by the Construction Manager, and will issue a final Application for Payment upon compliance with the requirements of the Contract Documents.
- 2.12** Upon receipt of the Construction Manager's Completion List, the Architect, after inspection of the Work, may add additional items to the list which the Construction Manager shall promptly correct to successfully reach Substantial Completion of the Work. Not more than 30 calendar days after reaching Substantial Completion, the

Owner and Architect together will develop the "Substantial Completion Punch List," which shall establish a single list of items required to render complete, satisfactory, and acceptable the Work to be performed by Construction Manager under the Construction Management Agreement and in accordance with the Contract Documents.

- 2.13** When the Owner's Project Representative and the Architect determine that the Work or designated portion thereof as defined in the Contract Documents is substantially complete, the Architect shall issue a Certification of Substantial Completion which establishes: the date of substantial completion; the "Substantial Completion Punch List"; the date by which the Construction Manager shall complete all items on the Substantial Completion Punch List, and such other items as the Architect and the Owner's Project Representative deem appropriate. The Certificate of Substantial Completion shall be executed by the Architect, Construction Manager and Owner.
- 2.14** If the Owner and the ARCHITECT agree, the ARCHITECT will provide one or more project representatives to assist in carrying out the ARCHITECT'S responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents. If no such exhibit has been so incorporated, the duties, responsibilities and limitations of authority of such Project Representative shall be as set forth in the edition of AIA Document B352 current as of date of the Contract.
- 2.15** The ARCHITECT will interpret and provide recommendations to the Owner's Project Representative concerning performance under and requirements of the Contract Documents on written request of either the Owner's Project Representative or Construction Manager. The ARCHITECT'S response to such requests will be made within two (2) business days unless otherwise agreed upon by the Owner's Project Representative and Architect.
- 2.16** Interpretations and decisions of the ARCHITECT will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the ARCHITECT will endeavor to secure faithful performance by both Owner and Construction Manager, will not show partiality to either, and will not be liable for results of interpretations or decisions so rendered in good faith, in the absence of negligence.
- 2.17** The ARCHITECT'S decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in or reasonably inferable from the Contract Documents.

3. CLAIMS AND DISPUTES

- 3.1 Definition.** A Claim is a demand by either the Owner or Construction Manager seeking an adjustment or interpretation of Contract terms, payment of money, extension of time or any other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Construction

Manager arising out of or relating to the Contract Documents. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

3.2 Claims arising prior to final payment or the earlier termination of the Contract shall be referred initially to the ARCHITECT for action as provided in Paragraph 4.

3.3 Time Limits on Claims. Claims by either party must be made within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. Any change or addition to a previously made Claim shall be made by written notice in accordance with this subparagraph 3.3.

3.4 Continuing Contract Performance. Pending final resolution of a Claim including litigation, unless otherwise agreed in writing, the Construction Manager shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

3.5 Waiver of Claims: Final Payment. The making of final payment does not constitute a waiver of Claims by the Owner.

3.6 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The ARCHITECT will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Construction Manager's cost of, or time required for, performance of any part of the Work, will recommend to the Owner's Project Representative an equitable adjustment in the Contract Sum or Contract Time, or both. If the ARCHITECT determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the ARCHITECT shall so notify the Owner's Project Representative and Construction Manager in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the ARCHITECT has given notice of the decision. If the Owner's Project Representative and Construction Manager cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the ARCHITECT for initial determination, subject to further proceedings pursuant to Paragraph 4.

3.7 Claims for Additional Cost. If the Construction Manager wishes to make Claim for an increase in the GMP, written notice shall be provided to the Owner's Project Representative before proceeding to execute the Work. Prior notice is not required

for Claims involving an immediate emergency endangering health, safety, life, welfare or property. If the Construction Manager believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the ARCHITECT, (2) an order by the Owner to stop the Work where the Construction Manager was not at fault, (3) a written order for a minor change in the Work issued by the ARCHITECT, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with the procedure established herein.

3.8 Claims for Additional Time

3.8.1 If the Construction Manager wishes to make Claim for an increase in the Contract Time, written notice shall be provided to the Owner's Project Representative. The Construction Manager shall have the burden of demonstrating the effect of the claimed delay on the Contract Time, and shall furnish the ARCHITECT with such supporting documents as the ARCHITECT may reasonably require. In the case of a continuing delay, only one Claim is necessary.

3.8.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled Work.

3.9 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be provided to the other party immediately, and in no event later than 21 days after the injury or damage occurred. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in Subparagraphs 3.7 or 3.8 above.

4. REVIEW OF CLAIMS BY ARCHITECT

4.1 The ARCHITECT shall review Claims and may (1) defer any action with respect to all or any part of a Claim and request additional information from either party; (2) decline to render a decision for any reason which the ARCHITECT deems appropriate; or (3) render a decision on all or a part of the Claim within ten (10) days from the date of the Claim. The ARCHITECT shall notify the parties in writing of its disposition of such Claim. If the ARCHITECT renders a decision or declines to render a decision, either party may proceed in accordance with Paragraph 5.

4.2 If a Claim has been resolved, the ARCHITECT will prepare or obtain appropriate documentation.

- 4.3** If a Claim has not been resolved, the party making the Claim shall, within ten (10) days after the Architect's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by the ARCHITECT, (2) modify the initial Claim or (3) notify the ARCHITECT that the initial Claim stands.
- 4.4** If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the ARCHITECT, the ARCHITECT will notify the parties in writing that the Architect's decision will be made within seven (7) days, which decision shall be final and binding on the parties but subject to litigation. Upon expiration of such time, the ARCHITECT will render to the parties the ARCHITECT's written decision relative to the Claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Construction Manager's default, the ARCHITECT may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

5 LITIGATION

- 5.1** Either party may pursue any Claim against the other in any court within the State of Florida having jurisdiction, pursuant to applicable governing law and venue provisions in the Contract Documents, provided the party has first complied with the provisions of Paragraph 3 and 4 with respect to such Claim. The word "litigation" shall be deemed to replace the word "arbitration" wherever the latter word appears in the Contract Documents.
- 5.2** The dispute resolution process shall be as described in Section 218.76(2), Florida Statutes.
- 5.3** Waiver of Chapter 558 Procedures. To the fullest extent allowed by law, the parties mutually agree to waive the provisions of Chapter 558, Florida Statutes. The School Board of INDIAN RIVER County is a governmental entity and the parties agree that it is in their mutual interests to waive the procedural requirements contained in Chapter 558.

**THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA
CONTINUING SERVICE CONTRACT FOR ARCHITECTURAL SERVICES
EXHIBIT D**

TRUTH-IN-NEGOTIATION CERTIFICATE

The wage rates and other factual unit costs supporting the compensation under the Contract between the **School Board of Indian River County, Florida** and _____ dated _____, 20____ are accurate, complete and current as of the time of entering into the Contract. This Certificate is executed in Compliance with Section 287.055 (5) (a) of the Florida Statutes. DATED this _____ day of _____, 20____.

By: _____ (affiant's signature)

STATE OF FLORIDA)

ss:
COUNTY OF INDIAN RIVER) BEFORE ME, the undersigned authority, personally appeared

(Name of affiant and title)

of _____ who, after first being duly
(Name of Consultant)

sworn, deposes and says that the foregoing Truth-In-Negotiation Certificate is true and correct to the best of his/her knowledge, information and belief.

SWORN TO AND SUBSCRIBED before me on this _____ day of _____, 20____

By: _____ [name of affiant].

He/she is personally known to me _____; or has produced

_____ as identification.

NOTARY'S SIGNATURE AND SEAL

Type or Print Name

COMMISSION SEAL/NUMBER

**THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA
CONTINUING SERVICE CONTRACT FOR ARCHITECTURAL SERVICES
EXHIBIT E**

TASK ASSIGNMENT

I. PURPOSE

This is a Task Assignment to the **Continuing Service Contract for Architectural Services** dated _____, 20__ between the **School Board of Indian River County, Florida** and _____ (Consultant), and is hereby made a part thereof. The purpose of this Task Assignment is to specify the required services of the Consultant to provide Architectural Services when and as authorized by the Owner's Project Representative, when deemed necessary.

II. PROJECT/LOCATION

Project Name _____. Performance of services will be for _____ located at _____, **Florida** _____.

III. PROJECT CONSTRUCTION BUDGET

The Project Construction Budget as defined in Article 4.1 is \$ _____.

IV. METHOD OF COMPENSATION

Architect shall provide to Owner's Project Representative a written proposal with a total not-to-exceed cost for services, to include a detailed breakdown of material and labor required to complete the Scope of Services detailed in this Task Assignment. All labor and material costs for each Continuing Service Project shall be complete and detailed, and shall include and identify, without limitation, the number of hours of work by title and responsibility of the workers/professionals performing the services, while adhering to the Unit Labor Rates (Exhibit B) to this Continuing Service Contract.

A. Fees. Compensation for all services, material, supplies, training and any other items or requirements necessary to complete the work shall be governed by the terms and conditions of the Contract Documents. For this Continuing Service Project, the Consultant shall be paid a total not-to-exceed fee of _____ **Dollars (\$0.00)** payable at the rates set forth in Exhibit B to this Continuing Service Contract and based on the Schedule of Progress Payments listed below. This total-not-to-exceed fee shall include _____ **Dollars (\$0.00)** for Basic Services and an additional _____ **Dollars (\$0.00)** for reimbursable expenses, as set forth in subparagraph B below. At no time shall fees exceed the amount of compensation set forth in this paragraph without a written and executed amendment to this Task Assignment or the Continuing Service Contract.

B. Schedule of Progress Payments.

(Sample Only- The Schedule of Progress Payments is to be negotiated)

- a. **Task 1-** Site Adaptation- \$ _____
- b. **Task 2-** Planning Services- \$ _____
- c. **Task 3-** Design Development- \$ _____
- d. **Task 4-** Construction Documents- \$ _____
- e. **Task 5-** Permitting and Bidding- \$ _____
- f. **Task 6-** Construction Administration- \$ _____
- g. **Task 7-** Project Closeout- \$ _____
- h. **Reimbursable Expenses-** \$ _____

C. Reimbursable Expenses. Reimbursable Expenses are in addition to compensation for Basic Services and Additional Services, if any, and include expenses incurred by Architect and Architect's employees. The reimbursable dollar amount is a not-to-exceed lump sum dollar allowance to cover printing costs, permitting, investigations, and other costs associated with administering the Continuing Service Project, and for any additional Owner requested design modifications not covered in the Scope of Services set forth in Exhibit A. To the extent that travel expenses constitute a Reimbursable Expense under the Contract, all expenses related to travel, including, without limitation, train tickets, mileage, and airfare, shall be subject to all laws, policies, and guidelines for the State of Florida, and shall be subject to the eligibility requirements and monetary limitations of this Contract. For the purpose of this Contract, the Architect, including, without limitation, its subconsultants, separate consultants, subcontractors, agents, employees or representatives shall be deemed to be limited to the same extent as a School Board employee by the affirmations, laws, regulations, and rules that govern eligibility for travel reimbursement and amount of reimbursement.

V. SCOPE OF SERVICES

Architect's proposal, attached to this Task Assignment as Attachment 1, shall include a detailed Scope of Services specific to this Task Assignment. If the Scope of Services is precisely and correctly detailed in the Architect's proposal, and the parties will rely on that description, then the description of the Scope of Services to be performed contained in the Architect's attached proposal shall be deemed to be incorporated in this Task Assignment and made a part of this Contract.

VI. TASKS

Architect's proposal shall include a detailed description of each Task to be completed under this task Assignment. If the Tasks are precisely and correctly detailed in the Architect's proposal, and the parties will rely on that description, then the Tasks to be performed contained in the Architect's attached proposal shall be deemed to be incorporated in this Task Assignment and made a part of this Contract.

VII. ARCHITECT'S PROJECT SCHEDULE

This Task Assignment shall commence upon receipt of a Purchase Order, fully executed Task Assignment, and Notice to Proceed issued by the Owner and shall continue until the Scope of Services is completed in accordance with the Contract Documents and has been accepted by the Owner's Project Representative, and the Owner has approved final payment to Architect. The projected date for completion of services, per the Architect's Project Schedule, is **xx/xx/xxxx**. Architect shall maintain the Architect's Project Schedule based on the Schedule Milestones listed in Article 4.2.1 of the Contract, and as agreed-upon by the Architect and the Owner for this Continuing Service Project, which is attached to this Task Assignment as Attachment 1 (Architect's Proposal). If the Architect's Project Schedule is altered due to unforeseen delays, then the Architect shall notify the Owner's Project Representative immediately in writing. Any extension to the Architect's Project Schedule shall be negotiated, agreed-upon, and confirmed by a duly-executed written amendment to the Task Assignment signed by the Architect and the Chief Facilities Officer, or higher authority, on behalf of the Owner. Failure to meet the scheduled completion date for the services to be rendered under this Contract may be grounds for termination for default. The inclusion of a projected or scheduled completion date is not intended to be, nor shall be construed as, an expiration date for this Task Assignment, and the Architect shall be bound by the terms of the Contract and this Task Assignment until satisfactory completion of all required services in accordance with the Contract Documents.

VIII. WARRANTY

In addition to the representations set forth in Article 7 of the Contract, the Architect warrants that the services identified in this Task Assignment will be performed with reasonable care in a diligent and competent manner and in accordance with generally-accepted professional standards. By this warranty, the Architect agrees, and is obligated, to correct any services or deliverables provided that is not in conformance with the Contract Documents. If the Architect cannot correct the non-conformance, the Architect will refund to Owner the amount paid to the Architect for the portion of the services or deliverables that does not conform to this warranty and the Contract Documents. Pursuant to this warranty, the Owner will give the Architect written notice within thirty (30) days after the nonconforming services are performed or, if applicable, the nonconforming deliverables are delivered. The notice will

specify and detail the non-conformance and will designate a reasonable amount of time for the Architect to correct the nonconformance, based on its severity and complexity. The Architect does not warrant, and is not responsible for, any third-party products or services unless such third party is the Architect's subconsultant, separate consultant, subcontractor, agent or affiliate.

IX. ARCHITECT'S PROJECT TEAM MEMBERS

The Architect shall provide the name, title, and responsibility for each of the Architect's and subconsultants', separate consultants' or subcontractors' employees proposed to complete the Scope of Services and Tasks identified in this Task Assignment.

X. REUSE AND REPEATED DESIGN

As per Article 9 of the Contract and Florida Statutes 287.055 (10), the Owner may reuse or repeat the Continuing Service Project, as designed by the Architect under the terms of the Contract. The Owner may pay the Architect a fee according to the Schedule of Reuse Fees listed below.

Schedule of Reuse Fees:

- a. Single Project- \$TBD
- b. Simultaneous Multiple Projects- \$TBD

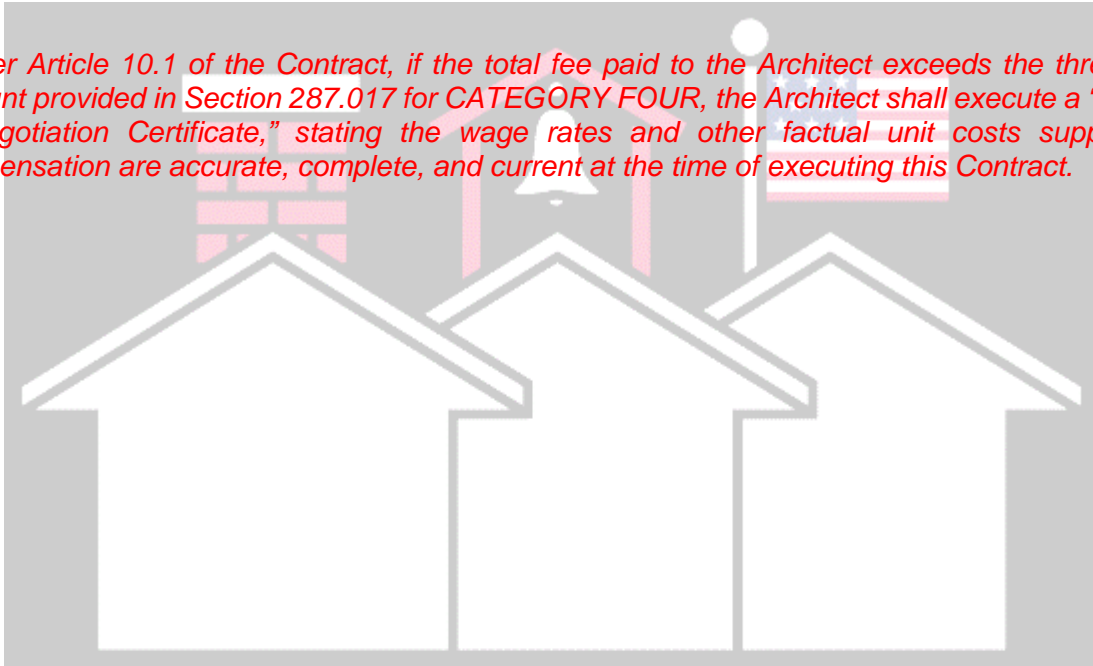
All personnel listed in this Task Assignment or on the Architect's attached proposal (Attachment 1) must be cleared before entering School Board property, pursuant to Sections 1012.465 and 1012.467, Florida Statutes. The Architect's Project Team Members must cooperate with school personnel to provide suitable identification to demonstrate the prior approval of the Human Resource Department before entering any campus.

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IN WITNESS WHEREOF, the above parties have executed this instrument by their undersigned representatives pursuant to the authority of their governing bodies as of the approval date set forth in this Task Assignment.

(Insert appropriate signature block based on cost of Work to be completed.)

As per Article 10.1 of the Contract, if the total fee paid to the Architect exceeds the threshold amount provided in Section 287.017 for CATEGORY FOUR, the Architect shall execute a "Truth-in-Negotiation Certificate," stating the wage rates and other factual unit costs supporting compensation are accurate, complete, and current at the time of executing this Contract.



YEAR	FND	CNTR	PROJECT	FUNC	OBJT	PRG	S	AMOUNT

Send required insurance certificates to the Purchasing Department.

New Vendors: Send completed Vendor Certification, W-9, and Vendor Information Forms to Accounts Payable Department.

Architect's Contact Name: _____

Email Address: _____

Phone Number: _____

Fax Number: _____

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School District of Indian River ERP Product Schedule

This Product Schedule is hereby incorporated into Master License Agreement Number SDIRC-SIS001 ("Agreement") as executed by Focus School Software, Inc., ("Focus") and the Licensee as listed below. In accordance with the provisions of this Product Schedule and the Master Agreement and subject to Licensee's compliance with both, Focus grants Licensee a license for the Product(s) as listed below. Unless otherwise specified, this Product Schedule supersedes any prior Product Schedules for the Product(s) as listed below and to the extent that any provision of this Product Schedule conflicts with the Master Agreement, the provisions of this Product Schedule shall control with respect to the license granted herein. Licensee may not terminate this Product Schedule except in the case of a breach of the Master Agreement by Focus that remains uncured for thirty (30) days after Focus has received written notice of the breach.

Licensee	School District of Indian River			
	Focus School Software ERP - Any computer(s), at the License Site listed below.			
Product(s) & Designated Hardware	Payroll			
	Human Resources			
	Employee Self Services			
	Fixed Assets			
	Fleet Maintenance – As Phase 2			
	Budgeting			
	Purchasing / Bids			
	Accounts Payable			
	Accounts Receivable			
	Student Activity Accounts			
Warehouse				
License Scope & Capacity	General Scope - Limited strictly to the processing of Licensee's data by Licensee's employees, contractors, and affiliates.			
	Special Limitations – If any.			
License Site	Other restrictions apply as listed in this Product Schedule.			
	Site URL designated by LICENSEE.			
Site	6500 57 th Street			
	Vero Beach, FL 32967			
License Type	Term License			
License Term	The five (5) years beginning and ending on December 14, 2016– December 13, 2021 subject to the termination provisions of the Master Agreement. In the case where Licensee's governing documents and/or applicable law requires that a contract term in excess of one year be subject to annual school board approval, License agrees that such approval shall not be unreasonably or arbitrarily withheld.			
License Fee (Includes First Year Maintenance)	\$196,280.00 (\$10.00 per student @ <u>19,628</u> students)			
Implementation Services	Total Implementation Services			
	Services to ensure existing ERP functionality is incorporated into Focus ERP	Rate	Units	Total
	Project Management & Data/Gap Analysis	\$1,800.00	25	45,000.00
	Training (Train the Trainer Model)	\$1,250.00	45	\$56,250.00
	Data Conversion & Cleansing	\$1,800.00	40	\$72,000.00
	Integrations (5 Integrations Included)	\$1,800.00	75	\$126,000.00
	Off Site Project Management Support	\$1,250.00	5	\$6,250.00
	Customization Programming	\$1,800.00	20	Waived
	TOTAL	\$305,500.00		



Total ERP First Year Costs (includes implementation services)	\$501,780.00 Due upon signing off on the following four (4) milestones: Milestone 1: Installation of all modules 25% Milestone 2: Data Imported 25% Milestone 3: Go Live: 25% Milestone 4: Successful completion of 3 payroll cycles 25% Unutilized Implementation Services can be used to supplement other Implementation Services if required. Any Implementation Services not utilized will be refunded to the district.
License Fee	Licensee shall pay Focus as follows: <u>FOCUS/ERP YEAR ONE LICENSE + Implementation Fee:</u> <u>YEAR 2-5 SUPPORT AND MAINTENANCE FEE:</u> Year 2: \$4.50 per student, due one year from contract execution Year 3: \$4.50 per student, based on student count (Focus runs FTE Reports) Year 4: \$4.50 per student, based on student count (Focus runs FTE Reports) Year 5: \$4.50 per student, based on student count (Focus runs FTE Reports) Licensee acknowledges that the License Fee in this Product Schedule is discounted, based on Licensee's commitment to pay the License Fee for the specified License Term. Licensee agrees to pay any applicable taxes associated with the License Fee. For the 2nd installment and beyond, Focus will invoice Licensee at least thirty (30) days prior to the listed due date. Any amounts due under this Produce Schedule which remain unpaid ten (10) days after the date due shall be subject to a late fee of 1.5% of the amount of the original invoice per month.

This Product Schedule is subject to the following Terms and Conditions:

Use Review: Upon reasonable notice, Licensee shall grant **Focus** access to its pertinent files, libraries and records, as produced from the Product(s), to perform a review of the Product ("Use Review"). All information obtained during a Use Review shall be treated as confidential.

For the purposes of performing the above review only, Focus is hereby designated a school official for the purposes of receiving limited confidential student information and Focus shall remain under the direct control of the School Board with respect to the use and maintenance of the confidential student information. Focus acknowledges and agrees that it will not disclose the confidential student information to any other person or entity, and will only use the confidential student information for the purpose listed in this paragraph and for no other purpose. Upon the completion of the services, Focus shall return to School Board all original and any copies of the confidential student information, and shall not retain any confidential student information. As Focus will be receiving student information that is otherwise confidential, Focus shall fully comply with the requirements of § 1002.22 and § 1002.221, Florida Statutes, and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records.

Further, Focus for itself, and its officers, employees, agents, representatives, contractors, and subcontractors, shall fully indemnify and hold the School Board and its officers and employees harmless for any violation of this provision, including, but not limited to defending the School Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School Board, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the School Board arising out of the breach of this provision by Focus, or its officers, employees, agents, representatives, contractors, and subcontractors, to the extent that Focus shall either intentionally or negligently violate this provision, or § 1002.22 or § 1002.221, Florida Statutes. This provision shall survive the termination of or completion of all obligations under this Agreement and shall be fully binding upon Focus until such time as any proceeding which may be brought on account of this provision is barred by any applicable statute of limitations.

- **Third Party Code:** Notwithstanding anything to the contrary in this Product Schedule or the Master Agreement, Product(s) and applicable modules licensed herein may contain code licensed by **Focus** from a third party for license with Product(s) to end users ("Third Party Code"). Licensee agrees that if Product(s) contain Third Party Code, such Third Party Code is the Confidential Information of **Focus's** licensor and that Licensee's obligations with respect to the Title, Proprietary Rights and Confidentiality section of the Master Agreement shall apply with respect to such Third



Party Code as if such Third Party Code was owned by **Focus** and was a part of Product(s) licensed from **Focus** pursuant to this Product Schedule; that title to such Third Party Code shall at all times remain with the owner of such Third Party Code; that Licensee may not use the Third Party Code separate from Product(s) or applicable module containing such code; that Licensee agrees not to translate, reverse compile, reverse assemble or otherwise reverse engineer the Third Party Code or permit others to do or attempt to do the same; that the section(s) pertaining to limitation /exclusion of damages/liabilities shall apply to such Third Party Code and Licensee agrees that **Focus's** licensor shall be excluded from any liability and/or indemnification obligations and to look exclusively to **Focus** (as set forth and limited in the Master License Agreement) for remedy of and indemnification for damages caused by such Third Party Code. **Focus** makes no representations or warranties on behalf of **Focus's** third party vendors, but **Focus's** indemnities, warranties, and maintenance obligations for Product(s) licensed under this Product Schedule will apply to such Third Party Code as between **Focus** and Licensee.

- Headings: Headings or titles to Sections herein are for convenience and/or reference only and shall not affect the meaning or interpretation of this Product Schedule or any part of it.
- Acceptance: All Products shall be deemed received by Licensee upon execution of the Product Schedule and delivery.

The parties agree that the prices, terms and special conditions contained in this Product Schedule constitute Confidential Information under the Master Agreement.

ACCEPTED BY LICENSEE:	ACCEPTED BY FOCUS :
Signature	 Signature
Name	Steven Harnois Name
Title	Director of Operations Title
Date	December 5, 2016 Date

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SCHOOL DISTRICT OF INDIAN RIVER COUNTY
REVENUE STATUS SUMMARY
September 30, 2016

FND FUNC	- 100 DESCRIPTION	GENERAL FUND	ESTIMATED REVENUE	CURRENT REVENUE SEPTEMBER 2016	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3191	RESERVE OFFICERS TRAINING CORP		150,000.00	0.00	0.00	150,000.00	0
3202	MEDICAID		350,000.00	0.00	27,611.69	322,388.31	8
3310	FLA EDUCATION FINANCE PROGRAM		22,878,220.00	1,820,310.00	5,723,109.00	17,155,111.00	25
3315	WORKFORCE DEVELOPMENT		1,073,315.00	89,442.00	268,326.00	804,989.00	25
3317	PERFORMANCE BASED INCENTIVES		84,472.00	0.00	0.00	84,472.00	0
3323	WITHHELD FOR SBE ADM EXPENSES		10,105.00	0.00	0.00	10,105.00	0
3343	STATE LICENSE TAX		145,000.00	1,438.26	15,379.03	129,620.97	11
3355	CLASS SIZE REDUCTION (CSR)		19,106,732.00	1,592,228.00	4,776,684.00	14,330,048.00	25
3361	SCHOOL RECOGNITION FUNDS		978,174.00	0.00	0.00	978,174.00	0
3371	VOLUNTARY PRE-K PROGRAM		499,433.00	31,869.51	112,189.15	387,243.85	22
3399	OTHER MISCELLANEOUS STATE REVE		65,522.00	0.00	0.00	65,522.00	0
3411	DISTRICT SCHOOL TAX		83,707,717.74	0.00	0.00	83,707,717.74	0
3414	CRITICAL OPERATING MILLAGE		9,458,499.26	0.00	0.00	9,458,499.26	0
3425	RENT		144,999.88	5,286.64	51,918.73	93,081.15	36
3431	INTEREST ON INVESTMENTS		220,000.00	12,423.25	92,302.93	127,697.07	42
3433	INCREASE (DEC) FMV INVESTMENTS		0.00	1,622.98-	21,334.64-	21,334.64	0
3440	GIFTS, GRANTS AND REQUESTS		12,721.14	99,350.70	66,235.19	53,514.05-	521
3461	ADULT ED FEES (Block Tuition)		25,000.00	1,800.00	6,060.00	18,940.00	24
3462	POSTSEC CAREER CERT & APP TECH		141,400.00	14,468.00	49,531.89	91,868.11	35
3464	CAPITAL IMPROVEMENT FEES		7,900.00	629.00	2,132.44	5,767.56	27
3465	POSTSECONDARY LAB FEES		44,200.00	4,352.00	15,365.66	28,834.34	35
3466	LIFELONG LEARNING FEES		6,000.00	66.00-	288.00	5,712.00	5
3467	GED TESTING FEES		8,000.00	0.00	2,373.75	5,626.25	30
3469	OTHER STUDENT FEES		8,000.00	1,267.00	3,650.00	4,350.00	46
3473	SCHOOL AGE CHILD CARE FEES		175,000.00	20,401.83	47,079.55	127,920.45	27
3491	BUS FEES		75,000.00	0.00	0.00	75,000.00	0
3494	FEDERAL INDIRECT		400,000.00	41,094.86	76,018.89	323,981.11	19
3495	OTHER MISC LOCAL SOURCES		1,604,073.22	7,648.75	882,932.15	721,141.07	55
3497	REFUNDS-PRIOR YEAR EXPENDITURE		0.00	2,712.48	3,080.18	3,080.18-	0
3498	COLLECT-LOST/DAMAGE/SALE TEXTS		0.00	0.00	643.18	643.18-	0
3499	RECPT-FOOD SERVICES INDIRECT C		270,000.00	54,787.35	46,728.20	223,271.80	17
3630	TRANSFERS-CAPITAL PROJECTS FD		4,162,140.00	154,953.00	154,953.00	4,007,187.00	4
3730	SALE OF FIXED ASSETS		80,000.00	42,838.10	94,316.10	14,316.10-	118
3740	INSURANCE LOSS RECOVERIES		22,507.80	2,493.39	20,794.26	1,713.54	92
		*	145,914,132.04	4,000,105.14	12,518,368.33	133,395,763.71	9

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
REVENUE STATUS SUMMARY
September 30, 2016

FND	- 200	DEBT SERVICE	ESTIMATED	CURRENT REVENUE	YTD	UNCOLLECTED	PERCENT
FUNC	DESCRIPTION	REVENUE	SEPTEMBER	2016	REVENUE	REVENUE	COLLECTED
=====	=====	=====	=====	=====	=====	=====	=====
3199	MISCELLANEOUS FEDERAL DIRECT	1,419,564.62		0.00	0.00	1,419,564.62	0
3322	CO & DS WITHHELD-SBE/COBI BOND	558,112.50		0.00	0.00	558,112.50	0
3431	INTEREST ON INVESTMENTS	9,050.00		6.49	71,453.61	62,403.61-	790
3433	INCREASE (DEC) FMV INVESTMENTS	0.00		503.02	359.30-	359.30	0
3610	TRANSFERS FROM GENERAL FUND	1,041,295.67		0.00	0.00	1,041,295.67	0
3630	TRANSFERS-CAPITAL PROJECTS FD	11,415,183.20		0.00	3,684.23	11,411,498.97	0
	*	14,443,205.99		509.51	74,778.54	14,368,427.45	1

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
REVENUE STATUS SUMMARY
September 30, 2016

FND FUNC	- 300 DESCRIPTION	CAPITAL FUND	ESTIMATED REVENUE	CURRENT REVENUE SEPTEMBER 2016	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3321	CO & DS DISTRIBUTED		112,970.70	0.00	0.00	112,970.70	0
3391	PUBLIC EDUCATION CAPITAL OUTLA		463,410.00	0.00	0.00	463,410.00	0
3397	CHARTER SCHOOL CAPITAL OUTLAY		662,140.00	0.00	0.00	662,140.00	0
3399	OTHER MISCELLANEOUS STATE REVE		20,000.00	0.00	0.00	20,000.00	0
3413	DIST LOCAL CAPITAL IMPROVE TAX		23,646,248.20	0.00	0.00	23,646,248.20	0
3431	INTEREST ON INVESTMENTS		32,182.91	250.35	880.76	31,302.15	3
3496	Impact Fees		372,864.00	85,640.00	372,864.00	0.00	100
3497	REFUNDS-PRIOR YEAR EXPENDITURE		47,532.00	0.00	47,532.00	0.00	100
	*		25,357,347.81	85,890.35	421,276.76	24,936,071.05	2

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
REVENUE STATUS SUMMARY
September 30, 2016

FND FUNC	- 400 DESCRIPTION	SPECIAL REVENUE ESTIMATED REVENUE	CURRENT REVENUE SEPTEMBER 2016	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3201	CAREER AND TECH EDUCATION	179,995.82	9,399.14	36,446.32	143,549.50	20
3221	ADULT GENERAL EDUCATION	161,885.00	15,679.29	33,657.31	128,227.69	21
3225	Teacher/PRINCIPAL TRAIN/RECRUI	842,838.51	56,668.41	143,927.57	698,910.94	17
3230	EDUCATION FOR THE HANDICAPPED	3,842,526.10	274,518.19	489,587.28	3,352,938.82	13
3240	ECIA, CHAPTER 1	4,712,468.17	277,773.61	536,145.10	4,176,323.07	11
3242	21st CENTURY SCHOOLS	555,287.89	25,250.48	31,788.41	523,499.48	6
3261	SCHOOL LUNCH REIMBURSEMENT	4,266,214.40	463,300.36	830,342.72	3,435,871.68	19
3262	SCHOOL BREAKFAST REIMBURSEMENT	1,373,718.60	142,041.80	249,429.41	1,124,289.19	18
3263	AFTER SCHOOL SNACKS-FED REIMB	229,134.24	24,232.22	39,069.80	190,064.44	17
3265	USDA DONATED COMMODITIES	243,234.30	0.00	0.00	243,234.30	0
3267	SUMMER FEEDING PROGRAM	200,000.00	114,310.93	114,310.93	85,689.07	57
3268	FRESH FRUIT AND VEGETABLE PRG	34,900.00	0.00	0.00	34,900.00	0
3280	Federal Through Local	43,552.00	4,166.92	4,166.92	39,385.08	10
3293	EMERGENCY IMMIGRANT EDUC. PROG	125,987.00	8,795.55	18,766.76	107,220.24	15
3337	SCHOOL BREAKFAST SUPPLEMENT	41,519.00	0.00	0.00	41,519.00	0
3338	SCHOOL LUNCH SUPPLEMENT	58,699.00	0.00	0.00	58,699.00	0
3431	INTEREST ON INVESTMENTS	2,000.00	89.45	309.27	1,690.73	15
3451	STUDENT LUNCHES	557,658.00	59,375.05	97,250.80	460,407.20	17
3452	STUDENT BREAKFASTS	83,284.20	8,482.70	13,071.45	70,212.75	16
3453	ADULT BREAKFASTS/LUNCHES	18,486.00	2,610.00	4,342.00	14,144.00	23
3454	STUDENT A LA CARTE	625,401.00	59,200.05	102,375.70	523,025.30	16
3455	Student Snacks (Revised Redbk)	30,996.00	0.00	0.00	30,996.00	0
3456	MEALS ON WHEELS-OTH FOOD SALES	2,100.00	101,186.89	101,186.89	99,086.89-	818
3457	CATERING AND OTHER FOOD SALES	4,200.00	1,120.71	1,897.95	2,302.05	45
3495	OTHER MISC LOCAL SOURCES	0.00	322.30-	1,708.27	1,708.27-	0
	*	18,236,085.23	1,647,879.45	2,849,780.86	15,386,304.37	16

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
REVENUE STATUS SUMMARY
September 30, 2016

FND FUNC	- 700 DESCRIPTION	INTERNAL SERVICE FUN ESTIMATED REVENUE	CURRENT REVENUE SEPTEMBER 2016	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3199	MISCELLANEOUS FEDERAL DIRECT	945,000.00	12,979.19	20,372.76	924,627.24	2
3431	INTEREST ON INVESTMENTS	6,000.00	0.00	0.00	6,000.00	0
3483	PREMIUM REVENUE-VISION INS	133,060.00	9,753.79	43,469.35	89,590.65	33
3484	PREMIUM REVENUE-HEALTH INS	15,717,369.00	1,426,850.55	5,048,772.52	10,668,596.48	32
3485	PREMIUM REVENUE-DENTAL	1,324,091.00	84,935.83	391,800.26	932,290.74	30
3486	PREMIUM REVENUE-LIFE INSURANCE	499,179.00	46,646.71	158,168.55	341,010.45	32
3487	PREMIUM REVENUE-DISABILITY INS	264,750.00	21,383.93	88,651.94	176,098.06	33
3488	CONTRIBUTIONS-FLEXIBLE SPENDIN	160,569.00	3,600.00	15,720.00	144,849.00	10
3610	TRANSFERS FROM GENERAL FUND	2,333,000.00	0.00	0.00	2,333,000.00	0
	*	21,383,018.00	1,606,150.00	5,766,955.38	15,616,062.62	27

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
REVENUE STATUS SUMMARY
September 30, 2016

FND	- 800	AGENCY	ESTIMATED	CURRENT REVENUE	YTD	UNCOLLECTED	PERCENT
FUNC	DESCRIPTION		REVENUE	SEPTEMBER 2016	REVENUE COLLECTED	REVENUE	COLLECTED
=====							
3431	INTEREST ON INVESTMENTS		0.00	119.03	355.80	355.80-	0
3433	INCREASE (DEC) FMV INVESTMENTS		0.00	0.00	111.78	111.78-	0
		*	0.00	119.03	467.58	467.58-	0

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
REVENUE STATUS SUMMARY
September 30, 2016

FND	- 900	ENTERPRISE FUNDS	ESTIMATED	CURRENT REVENUE	YTD	UNCOLLECTED	PERCENT
FUNC	DESCRIPTION		REVENUE	SEPTEMBER 2016	REVENUE COLLECTED	REVENUE	COLLECTED
=====							
3431	INTEREST ON INVESTMENTS		900.00	23.28	76.22	823.78	8
3473	SCHOOL AGE CHILD CARE FEES		720,339.00	76,688.06	220,665.34	499,673.66	31
	*		721,239.00	76,711.34	220,741.56	500,497.44	31

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
REVENUE STATUS SUMMARY
September 30, 2016

FND FUNC	- DESCRIPTION	ESTIMATED REVENUE	CURRENT REVENUE SEPTEMBER 2016	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
=====						
REQUEST 160	TOTAL	226,055,028.07	7,417,364.82	21,852,369.01	204,202,659.06	10

PROGRAM: FB410
 RUN DATE: 10/28/16
 FUND: 1 GENERAL OPERATING FUND - 100

* * * INDIAN RIVER COUNTY SCHOOL BOARD * * *
 SUMMARY REPORT
 SEPTEMBER 30, 2016

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ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
INSTRUCTION SERVICE 5000										
APPROPRIATION		96367991.74	55650748.77	13324892.13	19793611.65	292.41	5110562.18	616855.59	1871029.01	.00
EXPENDITURE		16873216.20	8651715.85	2114912.61	4265336.01	52.24	1626706.75	34763.72	179729.02	.00
ENCUMBRANCE		2286650.76	.00	.00	1505844.58	.00	742646.53	32858.40	5301.25	.00
BALANCE		77208124.78	46999032.92	11209979.52	14022431.06	240.17	2741208.90	549233.47	1685998.74	.00
PUPIL PERSONNEL SER 6100										
APPROPRIATION		3682936.53	2876317.01	742688.71	21476.40	1424.32	29290.67	2862.13	8877.29	.00
EXPENDITURE		768502.43	608019.77	145884.65	3183.22	177.99	8400.38	1392.21	1444.21	.00
ENCUMBRANCE		17661.86	.00	.00	9527.62	.00	7709.33	424.91	.00	.00
BALANCE		2896772.24	2268297.24	596804.06	8765.56	1246.33	13180.96	1045.01	7433.08	.00
INST MEDIA SERVICES 6200										
APPROPRIATION		1973214.66	1410829.33	434288.24	8078.14	.00	15546.63	95799.24	8673.08	.00
EXPENDITURE		289510.21	216061.26	59081.37	191.94	.00	3239.85	4618.96	6316.83	.00
ENCUMBRANCE		33574.12	.00	.00	4158.76	.00	2332.76	26216.35	866.25	.00
BALANCE		1650130.33	1194768.07	375206.87	3727.44	.00	9974.02	64963.93	1490.00	.00
INST & CURR DEV 6300										
APPROPRIATION		3580752.08	2795317.37	758143.79	20632.16	.00	6289.33	112.47	256.96	.00
EXPENDITURE		747273.29	605003.45	137147.24	2304.61	.00	2652.01	.00	165.98	.00
ENCUMBRANCE		6598.16	.00	.00	4405.78	.00	2192.37	.01	.00	.00
BALANCE		2826880.63	2190313.92	620996.55	13921.77	.00	1444.95	112.46	90.98	.00
INST STAFF TRAINING 6400										
APPROPRIATION		1473425.87	799726.72	198849.25	379250.20	.00	24291.54	4804.13	66504.03	.00
EXPENDITURE		243189.01	142146.21	32987.49	51871.53	.00	2398.78	2465.00	11320.00	.00
ENCUMBRANCE		104211.58	.00	.00	94906.34	.00	995.24	.00	8310.00	.00
BALANCE		1126025.28	657580.51	165861.76	232472.33	.00	20897.52	2339.13	46874.03	.00
INSTR RELATED TECH 6500										
APPROPRIATION		9144807.83	645525.00	167174.37	582396.78	.00	52.98	7749658.70	.00	.00
EXPENDITURE		580067.77	161381.22	41304.96	336030.45	.00	.00	41351.14	.00	.00
ENCUMBRANCE		2406983.74	.00	.00	154499.40	.00	.00	2252484.34	.00	.00
BALANCE		6157756.32	484143.78	125869.41	91866.93	.00	52.98	5455823.22	.00	.00
BOARD OF EDUCATION 7100										
APPROPRIATION		1272986.17	381112.00	123716.84	750495.22	.00	769.71	75.00	16817.40	.00
EXPENDITURE		294821.38	53559.18	28416.67	212808.04	.00	.00	37.49	.00	.00
ENCUMBRANCE		495426.37	.00	.00	495366.96	.00	21.93	37.48	.00	.00
BALANCE		482738.42	327552.82	95300.17	42320.22	.00	747.78	.03	16817.40	.00

PROGRAM: FB410
 RUN DATE: 10/28/16
 FUND: 1 GENERAL OPERATING FUND - 100

* * * INDIAN RIVER COUNTY SCHOOL BOARD * * *
 SUMMARY REPORT
 SEPTEMBER 30, 2016

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ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
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GEN ADMINISTRATION	7200									
APPROPRIATION		670110.66	290843.69	93529.04	17353.25	426.40	13945.88	.00	254012.40	.00
EXPENDITURE		120596.30	72775.90	23063.96	3710.32	24.33	7352.22	95.57	13574.00	.00
ENCUMBRANCE		9090.83	.00	.00	8189.74	.00	338.09	.00	563.00	.00
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BALANCE		540423.53	218067.79	70465.08	5453.19	402.07	6255.57	95.57-	239875.40	.00
SCH ADMINISTRATION	7300									
APPROPRIATION		8612124.89	6576670.13	1711042.77	155498.10	750.00	61720.83	31934.28	74508.78	.00
EXPENDITURE		1945284.68	1498954.20	381631.10	12342.50	93.03	17461.34	6122.40	28680.11	.00
ENCUMBRANCE		118605.24	.00	.00	78924.84	.00	13884.90	647.50	25148.00	.00
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BALANCE		6548234.97	5077715.93	1329411.67	64230.76	656.97	30374.59	25164.38	20680.67	.00
FAC ACQ & CONST	7400									
APPROPRIATION		986209.52	412865.42	101272.75	56569.64	3233.46	1477.57	410700.68	90.00	.00
EXPENDITURE		176895.22	108801.77	26109.36	11556.49	991.15	171.45	29175.00	90.00	.00
ENCUMBRANCE		38397.84	.00	.00	35354.69	.00	539.19	2503.96	.00	.00
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BALANCE		770916.46	304063.65	75163.39	9658.46	2242.31	766.93	379021.72	.00	.00
FISCAL SERVICES	7500									
APPROPRIATION		1209048.94	846649.50	233731.05	58486.18	.00	3659.68	26749.00	39773.53	.00
EXPENDITURE		296663.96	213788.27	57738.57	16115.04	.00	1786.19	.00	7235.89	.00
ENCUMBRANCE		31187.61	.00	.00	18971.52	.00	.00	.00	12216.09	.00
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BALANCE		881197.37	632861.23	175992.48	23399.62	.00	1873.49	26749.00	20321.55	.00
CENTRAL SERVICES	7700									
APPROPRIATION		2369208.16	1479067.62	419196.47	356264.67	5457.21	101271.79	1546.40	6404.00	.00
EXPENDITURE		538806.84	354525.67	101116.15	103105.08	1349.34	25244.40-	105.00	3850.00	.00
ENCUMBRANCE		202738.99	.00	.00	147814.16	213.69	54668.71	42.43	.00	.00
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BALANCE		1627662.33	1124541.95	318080.32	105345.43	3894.18	71847.48	1398.97	2554.00	.00
TRANSPORTATION SER	7800									
APPROPRIATION		4629356.40	2671525.98	911701.72	289903.01	479642.53	202500.25	6955.00	67127.91	.00
EXPENDITURE		825207.84	485976.59	150266.85	55686.07	67629.91	39012.56	.00	26635.86	.00
ENCUMBRANCE		233911.47	.00	.00	47038.75	130614.12	49327.92	6930.68	.00	.00
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BALANCE		3570237.09	2185549.39	761434.87	187178.19	281398.50	114159.77	24.32	40492.05	.00
OPERATION SERVICES	7900									
APPROPRIATION		11848630.86	3337485.64	1073563.05	3027834.39	4073672.85	324860.21	4236.80	6977.92	.00
EXPENDITURE		3783175.60	835168.63	264005.72	1565522.92	1027717.56	90396.77	364.00	.00	.00
ENCUMBRANCE		809406.50	.00	.00	724723.69	7586.58	75655.24	1440.99	.00	.00
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BALANCE		7256048.76	2502317.01	809557.33	737587.78	3038368.71	158808.20	2431.81	6977.92	.00

PROGRAM: FB410
 RUN DATE: 10/28/16
 FUND: 1 GENERAL OPERATING FUND - 100

* * * INDIAN RIVER COUNTY SCHOOL BOARD * * *
 SUMMARY REPORT
 SEPTEMBER 30, 2016

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ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
MAINTENANCE SERVICE 8100										
APPROPRIATION		2839001.99	1865304.62	510683.45	268747.35	32432.75	157271.90	4561.92	.00	.00
EXPENDITURE		826029.12	462188.18	128684.00	193083.31	9938.52	30173.01	1962.10	.00	.00
ENCUMBRANCE		172401.01	.00	.00	58268.64	474.00	112420.10	1238.27	.00	.00
BALANCE		1840571.86	1403116.44	381999.45	17395.40	22020.23	14678.79	1361.55	.00	.00
ADMIN TECH SERVICES 8200										
APPROPRIATION		3943917.95	2022458.30	513175.50	858085.94	1577.57	1830.65	546689.99	100.00	.00
EXPENDITURE		1199677.78	510396.92	124143.16	533233.32	736.68	242.43	30825.27	100.00	.00
ENCUMBRANCE		604025.01	.00	.00	105924.77	.00	.00	498100.24	.00	.00
BALANCE		2140215.16	1512061.38	389032.34	218927.85	840.89	1588.22	17764.48	.00	.00
*SUB TOTAL										
APPROPRIATION		154603724.25	84062447.10	21317649.13	26644683.08	4598909.50	6055341.80	9503541.33	2421152.31	.00
EXPENDITURE		29508917.63	14980463.07	3816493.86	7366080.85	1108710.75	1804749.34	153277.86	279141.90	.00
ENCUMBRANCE		7570871.09	.00	.00	3493920.24	138888.39	1062732.31	2822925.56	52404.59	.00
BALANCE		117523935.53	69081984.03	17501155.27	15784681.99	3351310.36	3187860.15	6527337.91	2089605.82	.00
DEBT SERVICES 9200										
APPROPRIATION		83700.30	.00	.00	29581.72	.00	.00	.00	54118.58	.00
EXPENDITURE		28381.72	.00	.00	28381.72	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		55318.58	.00	.00	1200.00	.00	.00	.00	54118.58	.00
9700 - 9790										
APPROPRIATION		3374295.67	.00	.00	.00	.00	.00	.00	.00	3374295.67
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		3374295.67	.00	.00	.00	.00	.00	.00	.00	3374295.67
*SUB TOTAL										
APPROPRIATION		3457995.97	.00	.00	29581.72	.00	.00	.00	54118.58	3374295.67
EXPENDITURE		28381.72	.00	.00	28381.72	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		3429614.25	.00	.00	1200.00	.00	.00	.00	54118.58	3374295.67
GRAND TOTAL FOR FUND										
APPROPRIATION		158061720.22	84062447.10	21317649.13	26674264.80	4598909.50	6055341.80	9503541.33	2475270.89	3374295.67
EXPENDITURE		29537299.35	14980463.07	3816493.86	7394462.57	1108710.75	1804749.34	153277.86	279141.90	.00
ENCUMBRANCE		7570871.09	.00	.00	3493920.24	138888.39	1062732.31	2822925.56	52404.59	.00
BALANCE		120953549.78	69081984.03	17501155.27	15785881.99	3351310.36	3187860.15	6527337.91	2143724.40	3374295.67

PROGRAM: FB410
 RUN DATE: 10/28/16
 FUND: 2 DEBT SERVICE - 200

* * * INDIAN RIVER COUNTY SCHOOL BOARD * * *
 SUMMARY REPORT
 SEPTEMBER 30, 2016

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ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
DEBT SERVICES	9200									
APPROPRIATION		13666689.39	.00	.00	.00	.00	.00	.00	13666689.39	.00
EXPENDITURE		84278.81	.00	.00	.00	.00	.00	.00	84278.81	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		13582410.58	.00	.00	.00	.00	.00	.00	13582410.58	.00
*SUB TOTAL										
APPROPRIATION		13666689.39	.00	.00	.00	.00	.00	.00	13666689.39	.00
EXPENDITURE		84278.81	.00	.00	.00	.00	.00	.00	84278.81	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		13582410.58	.00	.00	.00	.00	.00	.00	13582410.58	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		13666689.39	.00	.00	.00	.00	.00	.00	13666689.39	.00
EXPENDITURE		84278.81	.00	.00	.00	.00	.00	.00	84278.81	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		13582410.58	.00	.00	.00	.00	.00	.00	13582410.58	.00

PROGRAM: FB410
 RUN DATE: 10/28/16
 FUND: 3 CAPITAL OUTLAY - 300

* * * INDIAN RIVER COUNTY SCHOOL BOARD * * *
 SUMMARY REPORT
 SEPTEMBER 30, 2016

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ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
FAC ACQ & CONST	7400									
APPROPRIATION		36828066.53	.00	.00	.00	.00	.00	36828066.53	.00	.00
EXPENDITURE		2412703.00	.00	.00	.00	.00	.00	2412703.00	.00	.00
ENCUMBRANCE		10968082.69	.00	.00	.00	.00	.00	10968082.69	.00	.00
BALANCE		23447280.84	.00	.00	.00	.00	.00	23447280.84	.00	.00
*SUB TOTAL										
APPROPRIATION		36828066.53	.00	.00	.00	.00	.00	36828066.53	.00	.00
EXPENDITURE		2412703.00	.00	.00	.00	.00	.00	2412703.00	.00	.00
ENCUMBRANCE		10968082.69	.00	.00	.00	.00	.00	10968082.69	.00	.00
BALANCE		23447280.84	.00	.00	.00	.00	.00	23447280.84	.00	.00
DEBT SERVICES	9200									
APPROPRIATION		52.30	.00	.00	.00	.00	.00	.00	52.30	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		52.30	.00	.00	.00	.00	.00	.00	52.30	.00
9700 - 9790										
APPROPRIATION		15577323.20	.00	.00	.00	.00	.00	.00	.00	5577323.20
EXPENDITURE		158637.23	.00	.00	.00	.00	.00	.00	.00	158637.23
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		15418685.97	.00	.00	.00	.00	.00	.00	.00	5418685.97
*SUB TOTAL										
APPROPRIATION		15577375.50	.00	.00	.00	.00	.00	.00	52.30	5577323.20
EXPENDITURE		158637.23	.00	.00	.00	.00	.00	.00	.00	158637.23
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		15418738.27	.00	.00	.00	.00	.00	.00	52.30	5418685.97
GRAND TOTAL FOR FUND										
APPROPRIATION		52405442.03	.00	.00	.00	.00	.00	36828066.53	52.30	5577323.20
EXPENDITURE		2571340.23	.00	.00	.00	.00	.00	2412703.00	.00	158637.23
ENCUMBRANCE		10968082.69	.00	.00	.00	.00	.00	10968082.69	.00	.00
BALANCE		38866019.11	.00	.00	.00	.00	.00	23447280.84	52.30	5418685.97

PROGRAM: FB410
 RUN DATE: 10/28/16
 FUND: 4 SPECIAL REVENUE - 400

* * * INDIAN RIVER COUNTY SCHOOL BOARD * * *
 SUMMARY REPORT
 SEPTEMBER 30, 2016

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ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
INSTRUCTION SERVICE 5000										
APPROPRIATION		5168678.63	3513587.23	1294460.85	240165.72	.00	79535.33	15560.00	25369.50	.00
EXPENDITURE		493362.20	343634.67	104711.16	8414.14	.00	25220.13	.00	11382.10	.00
ENCUMBRANCE		63876.83	.00	.00	32704.06	.00	21170.79	10001.98	.00	.00
BALANCE		4611439.60	3169952.56	1189749.69	199047.52	.00	33144.41	5558.02	13987.40	.00
PUPIL PERSONNEL SER 6100										
APPROPRIATION		1213021.30	904869.98	241678.98	29050.00	.00	37422.34	.00	.00	.00
EXPENDITURE		178175.25	139389.07	31600.45	3619.94	.00	3565.79	.00	.00	.00
ENCUMBRANCE		3522.53	.00	.00	3091.28	.00	431.25	.00	.00	.00
BALANCE		1031323.52	765480.91	210078.53	22338.78	.00	33425.30	.00	.00	.00
INST & CURR DEV 6300										
APPROPRIATION		1953805.83	1485529.00	427678.45	35818.38	.00	4780.00	.00	.00	.00
EXPENDITURE		349968.28	274801.45	68315.33	6851.50	.00	.00	.00	.00	.00
ENCUMBRANCE		11356.94	.00	.00	11356.94	.00	.00	.00	.00	.00
BALANCE		1592480.61	1210727.55	359363.12	17609.94	.00	4780.00	.00	.00	.00
INST STAFF TRAINING 6400										
APPROPRIATION		938247.00	497726.27	136032.92	185167.44	.00	24320.37	.00	95000.00	.00
EXPENDITURE		168362.13	105197.80	20505.55	24346.54	.00	3892.08	.00	14420.16	.00
ENCUMBRANCE		33968.01	.00	.00	32860.54	.00	1107.47	.00	.00	.00
BALANCE		735916.86	392528.47	115527.37	127960.36	.00	19320.82	.00	80579.84	.00
GEN ADMINISTRATION 7200										
APPROPRIATION		522417.99	.00	.00	.00	.00	.00	.00	522417.99	.00
EXPENDITURE		76018.89	.00	.00	.00	.00	.00	.00	76018.89	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		446399.10	.00	.00	.00	.00	.00	.00	446399.10	.00
FOOD SERVICE 7600										
APPROPRIATION		8297753.05	2718608.78	1165904.23	258557.13	224650.00	3501080.02	277531.67	151421.22	.00
EXPENDITURE		1472027.39	414327.97	133886.34	38072.36	64896.80	682441.17	79717.81	58684.94	.00
ENCUMBRANCE		2639261.72	.00	.00	154153.36	14503.28	2330239.95	140365.13	.00	.00
BALANCE		4186463.94	2304280.81	1032017.89	66331.41	145249.92	488398.90	57448.73	92736.28	.00
CENTRAL SERVICES 7700										
APPROPRIATION		8609.00	4303.00	306.00	4000.00	.00	.00	.00	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		8609.00	4303.00	306.00	4000.00	.00	.00	.00	.00	.00

PROGRAM: FB410
 RUN DATE: 10/28/16
 FUND: 4 SPECIAL REVENUE - 400

* * * INDIAN RIVER COUNTY SCHOOL BOARD * * *
 SUMMARY REPORT
 SEPTEMBER 30, 2016

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ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
TRANSPORTATION SER 7800										
APPROPRIATION		137942.78	9100.00	703.00	.00	.00	.00	.00	128139.78	.00
EXPENDITURE		2187.67	141.42	20.95	.00	.00	.00	.00	2025.30	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		135755.11	8958.58	682.05	.00	.00	.00	.00	126114.48	.00
OPERATION SERVICES 7900										
APPROPRIATION		.00	.00	.00	.00	.00	.00	.00	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
COMMUNITY SERVICES 9100										
APPROPRIATION		521817.96	417199.06	74170.52	14169.00	.00	16279.38	.00	.00	.00
EXPENDITURE		31953.47	25722.19	5429.30	.00	.00	801.98	.00	.00	.00
ENCUMBRANCE		10099.99	.00	.00	3100.00	.00	6999.99	.00	.00	.00
BALANCE		479764.50	391476.87	68741.22	11069.00	.00	8477.41	.00	.00	.00
*SUB TOTAL										
APPROPRIATION		18762293.54	9550923.32	3340934.95	766927.67	224650.00	3663417.44	293091.67	922348.49	.00
EXPENDITURE		2772055.28	1303214.57	364469.08	81304.48	64896.80	715921.15	79717.81	162531.39	.00
ENCUMBRANCE		2762086.02	.00	.00	237266.18	14503.28	2359949.45	150367.11	.00	.00
BALANCE		13228152.24	8247708.75	2976465.87	448357.01	145249.92	587546.84	63006.75	759817.10	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		18762293.54	9550923.32	3340934.95	766927.67	224650.00	3663417.44	293091.67	922348.49	.00
EXPENDITURE		2772055.28	1303214.57	364469.08	81304.48	64896.80	715921.15	79717.81	162531.39	.00
ENCUMBRANCE		2762086.02	.00	.00	237266.18	14503.28	2359949.45	150367.11	.00	.00
BALANCE		13228152.24	8247708.75	2976465.87	448357.01	145249.92	587546.84	63006.75	759817.10	.00

PROGRAM: FB410
 RUN DATE: 10/28/16
 FUND: 7 INTERNAL SERVICE FUND - 700

* * * INDIAN RIVER COUNTY SCHOOL BOARD * * *
 SUMMARY REPORT
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ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
FAC ACQ & CONST	7400									
APPROPRIATION		1600.00	.00	.00	.00	.00	.00	1600.00	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		1600.00	.00	.00	.00	.00	.00	1600.00	.00	.00
FISCAL SERVICES	7500									
APPROPRIATION		102243.31	82000.00	20243.31	.00	.00	.00	.00	.00	.00
EXPENDITURE		15970.40	12939.15	3031.25	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		86272.91	69060.85	17212.06	.00	.00	.00	.00	.00	.00
CENTRAL SERVICES	7700									
APPROPRIATION		23051526.54	62500.00	3353256.69	1292269.85	4000.00	6000.00	1500.00	18332000.00	.00
EXPENDITURE		5131030.10	10315.02	792852.13	333598.26	1328.63	.00	.00	3992936.06	.00
ENCUMBRANCE		1422.96	.00	.00	1422.96	.00	.00	.00	.00	.00
BALANCE		17919073.48	52184.98	2560404.56	957248.63	2671.37	6000.00	1500.00	14339063.94	.00
OPERATION SERVICES	7900									
APPROPRIATION		2630.15	.00	.00	.00	.00	.00	.00	2630.15	.00
EXPENDITURE		54237.23	.00	.00	22791.10-	.00	.00	.00	77028.33	.00
ENCUMBRANCE		245.00	.00	.00	.00	.00	.00	.00	245.00	.00
BALANCE		51852.08-	.00	.00	22791.10	.00	.00	.00	74643.18-	.00
*SUB TOTAL										
APPROPRIATION		23158000.00	144500.00	3373500.00	1292269.85	4000.00	6000.00	3100.00	18334630.15	.00
EXPENDITURE		5201237.73	23254.17	795883.38	310807.16	1328.63	.00	.00	4069964.39	.00
ENCUMBRANCE		1667.96	.00	.00	1422.96	.00	.00	.00	245.00	.00
BALANCE		17955094.31	121245.83	2577616.62	980039.73	2671.37	6000.00	3100.00	14264420.76	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		23158000.00	144500.00	3373500.00	1292269.85	4000.00	6000.00	3100.00	18334630.15	.00
EXPENDITURE		5201237.73	23254.17	795883.38	310807.16	1328.63	.00	.00	4069964.39	.00
ENCUMBRANCE		1667.96	.00	.00	1422.96	.00	.00	.00	245.00	.00
BALANCE		17955094.31	121245.83	2577616.62	980039.73	2671.37	6000.00	3100.00	14264420.76	.00

PROGRAM: FB410
 RUN DATE: 10/28/16
 FUND: 9 ENTERPRISE FUNDS - 900

* * * INDIAN RIVER COUNTY SCHOOL BOARD * * *
 SUMMARY REPORT
 SEPTEMBER 30, 2016

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ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
COMMUNITY SERVICES 9100										
APPROPRIATION		660316.49	463870.20	91602.29	34969.00	.00	61305.00	8070.00	500.00	.00
EXPENDITURE		164159.30	111218.65	20556.54	15873.68	.00	16281.43	.00	229.00	.00
ENCUMBRANCE		12395.14	.00	.00	3418.00	.00	8700.21	276.93	.00	.00
BALANCE		483762.05	352651.55	71045.75	15677.32	.00	36323.36	7793.07	271.00	.00
*SUB TOTAL										
APPROPRIATION		660316.49	463870.20	91602.29	34969.00	.00	61305.00	8070.00	500.00	.00
EXPENDITURE		164159.30	111218.65	20556.54	15873.68	.00	16281.43	.00	229.00	.00
ENCUMBRANCE		12395.14	.00	.00	3418.00	.00	8700.21	276.93	.00	.00
BALANCE		483762.05	352651.55	71045.75	15677.32	.00	36323.36	7793.07	271.00	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		660316.49	463870.20	91602.29	34969.00	.00	61305.00	8070.00	500.00	.00
EXPENDITURE		164159.30	111218.65	20556.54	15873.68	.00	16281.43	.00	229.00	.00
ENCUMBRANCE		12395.14	.00	.00	3418.00	.00	8700.21	276.93	.00	.00
BALANCE		483762.05	352651.55	71045.75	15677.32	.00	36323.36	7793.07	271.00	.00

* * * END OF IRBD410 REPORT * * *

FND - 300 CAPITAL PROJECTS		PRD-00 BEGINNING			PRD-03 SEPTEMBER 2016	
TY	PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE
B	TRANSFERS	15,577,375.50	0.00	0.00	158,637.23	15,418,738.27
B	001 Safety to Health	2,586,170.01	2,209.73	616,239.72	290,741.67	1,676,978.89
B	002 ADA COMPLIANCE	222,145.50	0.00	0.00	980.00	221,165.50
B	003 ENVIRONMENTAL COMPLIANCE	4,047.41	0.00	637.90	1,611.49	1,798.02
B	004 AIR CONDITIONING	1,180,631.61	68,206.25	242,229.54	63,667.61	806,528.21
B	005 ROOFING	827,566.23	0.00	84,797.25	28,860.95	713,908.03
B	007 WALKWAYS AND SIDEWALKS	452,323.00	0.00	39,272.00	21,735.00	391,316.00
B	008 ELECTRICAL	191,232.02	499.32	145,477.66	28,615.39	16,639.65
B	009 SITE IMPROVEMENTS	1,090,256.84	0.00	151,019.16	71,710.30	867,527.38
B	010 BUILDING RENOVATIONS	1,544,173.74	0.00	148,630.20	71,567.80	1,323,975.74
B	012 TECHNOLOGY	877,043.80	0.00	48,647.14	17,521.48	810,875.18
B	013 MOTOR VEHICLES	1,301,499.85	0.00	0.00	1,165.50	1,300,334.35
B	016 PLUMBING & WATER PROJECTS	601,681.69	0.00	480,717.91	24,268.53	96,695.25
B	018 PAVING	276,143.00	0.00	0.00	0.00	276,143.00
B	021 TECHNOLOGY TRANS.VIDEO/COMMUN.	106,391.05	0.00	20,809.00	0.00	85,582.05
B	023 MISC.PAINT/LOCKS/TOOLS/GYM-PE	118,009.73	0.00	29,483.68	36,617.35	51,908.70
B	024 MISC EQUIPMENT	321,489.40	0.00	42,481.71	15,620.84	263,386.85
B	033 WINDOWS & DOORS	3,899.00	0.00	2,085.00	1,814.00	0.00
B	034 CUSTODIAL/GROUNDS EQUIPMENT	50,844.00	0.00	12,638.43	1,169.55	37,036.02
B	036 CONSULTING	52,143.86	0.00	11,000.00	2,000.00	39,143.86
B	044 GYM/BAND/PE	85,168.92	0.00	62,499.50	15,945.00	6,724.42
B	048 PORTABLE LEASING & FF&E	1,305,954.40	0.00	377,767.45	391,244.44	536,942.51
B	068 BEACHLAND EXPANSION	7,666,727.74	0.00	6,976,873.83	349,703.24	340,150.67
B	072 PLAYGROUNDS	667,323.64	0.00	54,580.00	184,845.52	427,898.12
B	402 NEW ADMINISTRATIVE FACILITY	102,725.13	0.00	29,249.37	8,575.94	64,899.82
B	404 FELLSMERE CAFE EXPAN.& CLASS A	1,570.00	0.00	1,570.00	0.00	0.00
B	414 PERFORMING ARTS ALLOCATION	82,577.46	0.00	0.00	51,451.39	31,126.07
B	421 DW CARPET TO TILE	448,732.59	0.00	0.00	125,108.59	323,624.00
B	429 CITRUS ADDITIONAL CLASSROOMS	2,321,421.92	0.00	982,536.26	286,712.06	1,052,173.60
B	431 DW CHILLER REPLACEMENT	249,871.45	0.00	131,533.00	3,968.00	114,370.45
B	442 TCE PARKING LOT PROJECT	19,825.83	0.00	0.00	0.00	19,825.83
B	444 SCHOOL CAMPUS REHABILITATION	283,362.62	0.00	0.00	205,776.45	77,586.17
B	445 GIFFORD MIDDLE MEDIA CNTR REHA	900.00	0.00	900.00	0.00	0.00
B	446 VBHS CITRUS BOWL RENOVATIONS	3,761,050.52	0.00	274,406.98	109,704.91	3,376,938.63
B	537 HURRICANE MATTHEW	0.00	0.00	0.00	0.00	0.00
B	551 PERFORMANCE CONTRACTING	8,023,162.57	0.00	0.00	0.00	8,023,162.57
	*	52,405,442.03	70,915.30	10,968,082.69	2,571,340.23	38,795,103.81

FND - 420 SPECIAL REVENUE - OTHER - 420

PRD-00 BEGINNING

PRD-03 SEPTEMBER 2016

TY	PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM	
B	101	Title I Part C Migrant 2016/17	12535.00	0.00	1000.00	3160.25	8374.75	66.81
B	102	Title I Part C Migrant 2015/16	3473.77	0.00	0.00	3473.77	0.00	.00
B	105	Title I Part A Basic 2016-2017	4675551.00	440.00	52466.86	508602.68	4114041.46	87.99
B	106	Title I Part A Basic 2015-2016	20908.40	0.00	0.00	20908.40	0.00	.00
B	111	Title II FY17 Teacher Training	838415.00	663.44	12823.33	142087.14	682841.09	81.44
B	112	Title II FY16 Teacher Training	4423.51	0.00	0.00	1840.43	2583.08	58.39
B	151	Title III Part A Eng Lang 2017	125987.00	0.00	0.00	18766.76	107220.24	85.10
B	177	21ST. CENTURY - PIE	311598.00	0.00	4500.00	75.00	307023.00	98.53
B	179	21st Century Com Lg Cent 16/17	241380.00	369.99	5799.99	29403.52	205806.50	85.26
B	180	21st Century Com Lgnr Cntr 16	2309.89	0.00	0.00	2309.89	0.00	.00
B	201	IDEA Part B Pre K 2016-2017IDE	106837.00	0.00	543.90	20170.15	86122.95	80.61
B	206	IDEA Part B 2015-2016	1.43	0.00	0.00	1.43	0.00	.00
B	207	IDEA Part B 2016-2017	3734188.11	0.00	18582.50	468731.14	3246874.47	86.95
B	301	Adult Education FY 16/17	161885.00	0.00	377.18	33657.31	127850.51	78.98
B	309	Carl Perkins Secondary FY 17Ca	179797.00	780.00	14237.54	36247.50	128531.96	71.49
B	310	Carl Perkins Sec Voc Ed FY16	198.82	0.00	0.00	198.82	0.00	.00
	*		10419488.93	2253.43	110331.30	1289634.19	9017270.01	86.54

FND - 421 Special Revenue -Other-Fed Dir			PRD-00 BEGINNING			PRD-03	SEPTEMBER	2016
TY	PRJ		BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM
B	203	SEDNET ALLOCATION	20386.00	435.00-	12493.00	2025.00	6303.00	30.92
B	209	FDLRS-2016-2017	4200.00	0.00	0.00	4166.92	33.08	.79
B	315	Carl Perkins Post Sec FY16/17	18966.00	0.00	0.00	3182.06	15783.94	83.22
		*	43552.00	435.00-	12493.00	9373.98	22120.02	50.79

FND - 422 Special Revenue - Other - Reim			PRD-00 BEGINNING			PRD-03 SEPTEMBER 2016	
TY	PRJ		BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE % REM
B	114	PROJECT10 CONNECT MINI GRANT	684.56	0.00	0.00	684.56	0.00 .00
B	117	ESSEI INSTITUTE MINI GRANT	815.00	0.00	0.00	335.16	479.84 58.88
		*	1499.56	0.00	0.00	1019.72	479.84 32.00

TY PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM
REQUEST 163 TOTAL	10464540.49	1818.43	122824.30	1300027.89	9039869.87	86.39

Information A - 12/13/2016

FND	- 200	DEBT SERVICE		ESTIMATED	CURRENT	REVENUE	YTD		
FUNC	DESCRIPTION			REVENUE	OCTOBER	2016	REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3199	MISCELLANEOUS FEDERAL DIRECT			1,419,564.62		0.00	0.00	1,419,564.62	0
3322	CO & DS WITHHELD-SBE/COBI BOND			558,112.50		0.00	0.00	558,112.50	0
3431	INTEREST ON INVESTMENTS			9,050.00		11.14	71,464.75	62,414.75-	790
3433	INCREASE (DEC) FMV INVESTMENTS			0.00		1,724.58-	2,083.88-	2,083.88	0
3610	TRANSFERS FROM GENERAL FUND			1,041,295.67		407,931.86	407,931.86	633,363.81	39
3630	TRANSFERS-CAPITAL PROJECTS FD			11,415,183.20		1,881.25	5,565.48	11,409,617.72	0
	*			14,443,205.99		408,099.67	482,878.21	13,960,327.78	3

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
REVENUE STATUS SUMMARY
October 31, 2016

FND FUNC	- 300 DESCRIPTION	CAPITAL FUND	ESTIMATED REVENUE	CURRENT REVENUE OCTOBER 2016	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3321	CO & DS DISTRIBUTED		112,970.70	0.00	0.00	112,970.70	0
3391	PUBLIC EDUCATION CAPITAL OUTLA		463,410.00	463,410.00	463,410.00	0.00	100
3397	CHARTER SCHOOL CAPITAL OUTLAY		662,140.00	662,140.00	662,140.00	0.00	100
3399	OTHER MISCELLANEOUS STATE REVE		20,000.00	3,079.86	3,079.86	16,920.14	15
3413	DIST LOCAL CAPITAL IMPROVE TAX		23,646,248.20	353.17	353.17	23,645,895.03	0
3431	INTEREST ON INVESTMENTS		32,192.13	514.64	1,395.40	30,796.73	4
3495	OTHER MISC LOCAL SOURCES		71,928.00	71,928.00	71,928.00	0.00	100
3496	Impact Fees		511,688.00	138,824.00	511,688.00	0.00	100
3497	REFUNDS-PRIOR YEAR EXPENDITURE		47,532.00	0.00	47,532.00	0.00	100
		*	25,568,109.03	1,340,249.67	1,761,526.43	23,806,582.60	7

Information A - 12/13/2016

Information A - 12/13/2016

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
REVENUE STATUS SUMMARY
October 31, 2016

FND	- 800	AGENCY	ESTIMATED	CURRENT REVENUE	YTD	UNCOLLECTED	PERCENT
FUNC	DESCRIPTION		REVENUE	OCTOBER 2016	REVENUE COLLECTED	REVENUE	COLLECTED
=====							
3431	INTEREST ON INVESTMENTS		0.00	109.78	465.58	465.58-	0
3433	INCREASE (DEC) FMV INVESTMENTS		0.00	447.43-	335.65-	335.65	0
		*	0.00	337.65-	129.93	129.93-	0

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
REVENUE STATUS SUMMARY
October 31, 2016

FND	- 900	ENTERPRISE FUNDS	ESTIMATED	CURRENT REVENUE	YTD	UNCOLLECTED	PERCENT
FUNC	DESCRIPTION		REVENUE	OCTOBER	REVENUE	REVENUE	COLLECTED
				2016	COLLECTED		
=====							
3431	INTEREST ON INVESTMENTS		900.00	40.46	116.68	783.32	13
3473	SCHOOL AGE CHILD CARE FEES		720,339.00	72,172.06	292,837.40	427,501.60	41
	*		721,239.00	72,212.52	292,954.08	428,284.92	41

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
REVENUE STATUS SUMMARY
October 31, 2016

FND FUNC	- DESCRIPTION	ESTIMATED REVENUE	CURRENT REVENUE OCTOBER 2016	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
=====						
REQUEST 160	TOTAL	226,553,368.49	8,516,397.63	30,368,766.64	196,184,601.85	13

PROGRAM: FB410
 RUN DATE: 11/29/16
 FUND: 1 GENERAL OPERATING FUND - 100

* * * INDIAN RIVER COUNTY SCHOOL BOARD * * *
 SUMMARY REPORT
 OCTOBER 31, 2016

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ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
INSTRUCTION SERVICE 5000										
APPROPRIATION		96397592.21	55581526.86	13392909.38	19843993.35	292.41	5080408.86	620432.34	1878029.01	.00
EXPENDITURE		24636007.02	12938504.20	3219933.47	6185423.73	52.24	1944247.78	47720.04	300125.56	.00
ENCUMBRANCE		1504257.72	.00	.00	994990.15	.00	481723.10	26128.22	1416.25	.00
BALANCE		70257327.47	42643022.66	10172975.91	12663579.47	240.17	2654437.98	546584.08	1576487.20	.00
PUPIL PERSONNEL SER 6100										
APPROPRIATION		3709595.13	2901317.01	742688.71	21137.00	1424.32	31288.67	2862.13	8877.29	.00
EXPENDITURE		1085643.11	854734.61	211031.55	5896.28	302.29	9393.98	1581.26	2703.14	.00
ENCUMBRANCE		15029.91	.00	.00	7269.16	.00	7535.83	224.92	.00	.00
BALANCE		2608922.11	2046582.40	531657.16	7971.56	1122.03	14358.86	1055.95	6174.15	.00
INST MEDIA SERVICES 6200										
APPROPRIATION		1977674.66	1410829.33	434288.24	8078.14	.00	16681.68	95924.19	11873.08	.00
EXPENDITURE		441530.96	320866.44	88061.80	627.09	.00	3841.26	17221.54	10912.83	.00
ENCUMBRANCE		31280.94	.00	.00	5976.61	.00	1306.35	23131.73	866.25	.00
BALANCE		1504862.76	1089962.89	346226.44	1474.44	.00	11534.07	55570.92	94.00	.00
INST & CURR DEV 6300										
APPROPRIATION		3581659.28	2796161.12	758207.24	20632.16	.00	6289.33	112.47	256.96	.00
EXPENDITURE		1032779.17	832710.84	193554.93	2817.27	.00	3100.17	.00	595.96	.00
ENCUMBRANCE		5830.56	.00	.00	3948.48	.00	1882.07	.01	.00	.00
BALANCE		2543049.55	1963450.28	564652.31	13866.41	.00	1307.09	112.46	339.00	.00
INST STAFF TRAINING 6400										
APPROPRIATION		1479710.28	800970.97	198849.25	383638.36	.00	24543.54	4804.13	66904.03	.00
EXPENDITURE		362909.44	207746.25	49712.01	88502.13	.00	2499.05	2465.00	11985.00	.00
ENCUMBRANCE		118799.04	.00	.00	109493.80	.00	995.24	.00	8310.00	.00
BALANCE		998001.80	593224.72	149137.24	185642.43	.00	21049.25	2339.13	46609.03	.00
INSTR RELATED TECH 6500										
APPROPRIATION		9141738.53	645525.00	167174.37	579327.48	.00	52.98	7749658.70	.00	.00
EXPENDITURE		662134.58	215174.96	55035.08	342991.00	.00	.00	48933.54	.00	.00
ENCUMBRANCE		2526686.06	.00	.00	145676.35	.00	.00	2381009.71	.00	.00
BALANCE		5952917.89	430350.04	112139.29	90660.13	.00	52.98	5319715.45	.00	.00
BOARD OF EDUCATION 7100										
APPROPRIATION		1330253.25	424969.34	130721.84	745825.22	.00	11844.45	75.00	16817.40	.00
EXPENDITURE		445465.92	115269.58	43620.18	277355.70	.00	9182.97	37.49	.00	.00
ENCUMBRANCE		442010.98	.00	.00	441441.80	.00	531.70	37.48	.00	.00
BALANCE		442776.35	309699.76	87101.66	27027.72	.00	2129.78	.03	16817.40	.00

PROGRAM: FB410
 RUN DATE: 11/29/16
 FUND: 1 GENERAL OPERATING FUND - 100

* * * INDIAN RIVER COUNTY SCHOOL BOARD * * *
 SUMMARY REPORT
 OCTOBER 31, 2016

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ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
-----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----
GEN ADMINISTRATION	7200									
APPROPRIATION		670110.66	290843.69	93529.04	18453.25	426.40	14750.31	95.57	252012.40	.00
EXPENDITURE		154032.12	96949.32	30267.48	4344.34	64.38	8224.03	95.57	14087.00	.00
ENCUMBRANCE		8314.50	.00	.00	8236.60	.00	27.90	.00	50.00	.00
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BALANCE		507764.04	193894.37	63261.56	5872.31	362.02	6498.38	.00	237875.40	.00
SCH ADMINISTRATION	7300									
APPROPRIATION		8608418.96	6576670.13	1711055.38	153448.10	750.00	61848.22	31795.35	72851.78	.00
EXPENDITURE		2655587.42	2044654.04	522410.54	27429.94	149.19	21951.81	6152.76	32839.14	.00
ENCUMBRANCE		102035.50	.00	.00	63332.92	.00	13410.44	617.14	24675.00	.00
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BALANCE		5850796.04	4532016.09	1188644.84	62685.24	600.81	26485.97	25025.45	15337.64	.00
FAC ACQ & CONST	7400									
APPROPRIATION		986209.52	412865.42	101272.75	56569.64	3233.46	1477.57	410700.68	90.00	.00
EXPENDITURE		227556.93	142586.61	34312.89	19638.76	1582.22	171.45	29175.00	90.00	.00
ENCUMBRANCE		31694.89	.00	.00	28651.74	.00	539.19	2503.96	.00	.00
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BALANCE		726957.70	270278.81	66959.86	8279.14	1651.24	766.93	379021.72	.00	.00
FISCAL SERVICES	7500									
APPROPRIATION		1209048.94	846649.50	233731.05	58486.18	.00	3659.68	26749.00	39773.53	.00
EXPENDITURE		398273.28	284018.21	76799.92	20347.23	.00	1791.14	.00	15316.78	.00
ENCUMBRANCE		22945.46	.00	.00	14275.70	.00	.00	.00	8669.76	.00
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BALANCE		787830.20	562631.29	156931.13	23863.25	.00	1868.54	26749.00	15786.99	.00
CENTRAL SERVICES	7700									
APPROPRIATION		2367453.16	1479067.62	419196.47	355359.67	5457.21	100421.79	1546.40	6404.00	.00
EXPENDITURE		695889.44	473358.31	134534.23	126624.14	2156.63	44738.87	105.00	3850.00	.00
ENCUMBRANCE		193723.15	.00	.00	134941.82	213.69	58525.21	42.43	.00	.00
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BALANCE		1477840.57	1005709.31	284662.24	93793.71	3086.89	86635.45	1398.97	2554.00	.00
TRANSPORTATION SER	7800									
APPROPRIATION		4640064.59	2676066.45	911869.44	295918.01	479642.53	202452.41	6987.84	67127.91	.00
EXPENDITURE		1210847.55	701653.37	227028.36	79459.69	101309.18	53227.37	6945.84	41223.74	.00
ENCUMBRANCE		177229.84	.00	.00	29147.79	101911.55	46129.06	41.44	.00	.00
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BALANCE		3251987.20	1974413.08	684841.08	187310.53	276421.80	103095.98	.56	25904.17	.00
OPERATION SERVICES	7900									
APPROPRIATION		11850245.23	3338553.83	1073652.06	3028960.56	4073127.85	324968.81	4036.80	6945.32	.00
EXPENDITURE		4619262.09	1115687.82	355092.83	1671229.13	1365368.53	110079.78	1804.00	.00	.00
ENCUMBRANCE		730414.72	.00	.00	656790.89	7213.85	66408.99	.99	.00	.00
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BALANCE		6500568.42	2222866.01	718559.23	700940.54	2700545.47	148480.04	2231.81	6945.32	.00

PROGRAM: FB410
 RUN DATE: 11/29/16
 FUND: 1 GENERAL OPERATING FUND - 100

* * * INDIAN RIVER COUNTY SCHOOL BOARD * * *
 SUMMARY REPORT
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ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
MAINTENANCE SERVICE 8100										
APPROPRIATION		2995541.80	1867270.51	510976.16	403244.81	34232.75	169066.39	9327.18	1424.00	.00
EXPENDITURE		1101905.45	627824.87	173260.40	231383.92	16700.08	49385.57	2150.61	1200.00	.00
ENCUMBRANCE		259405.39	.00	.00	141653.78	5474.00	106169.87	5883.74	224.00	.00
BALANCE		1634230.96	1239445.64	337715.76	30207.11	12058.67	13510.95	1292.83	.00	.00
ADMIN TECH SERVICES 8200										
APPROPRIATION		3945987.25	2022458.30	513175.50	855085.94	1577.57	1830.65	551759.29	100.00	.00
EXPENDITURE		1604563.76	673299.95	163982.86	583561.85	1063.21	242.43	182313.46	100.00	.00
ENCUMBRANCE		405015.24	.00	.00	55596.24	.00	318.38	349100.62	.00	.00
BALANCE		1936408.25	1349158.35	349192.64	215927.85	514.36	1269.84	20345.21	.00	.00
*SUB TOTAL										
APPROPRIATION		154891303.45	84071745.08	21393296.88	26828157.87	4600164.50	6051585.34	9516867.07	2429486.71	.00
EXPENDITURE		41334388.24	21645039.38	5578638.53	9667632.20	1488747.95	2172599.92	346701.11	435029.15	.00
ENCUMBRANCE		6574673.90	.00	.00	2841423.83	114813.09	785503.33	2788722.39	44211.26	.00
BALANCE		106982241.31	62426705.70	15814658.35	14319101.84	2996603.46	3093482.09	6381443.57	1950246.30	.00
DEBT SERVICES 9200										
APPROPRIATION		83700.30	.00	.00	29581.72	.00	.00	.00	54118.58	.00
EXPENDITURE		28381.72	.00	.00	28381.72	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		55318.58	.00	.00	1200.00	.00	.00	.00	54118.58	.00
9700 - 9790										
APPROPRIATION		3374295.67	.00	.00	.00	.00	.00	.00	.00	3374295.67
EXPENDITURE		407931.86	.00	.00	.00	.00	.00	.00	.00	407931.86
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		2966363.81	.00	.00	.00	.00	.00	.00	.00	2966363.81
*SUB TOTAL										
APPROPRIATION		3457995.97	.00	.00	29581.72	.00	.00	.00	54118.58	3374295.67
EXPENDITURE		436313.58	.00	.00	28381.72	.00	.00	.00	.00	407931.86
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		3021682.39	.00	.00	1200.00	.00	.00	.00	54118.58	2966363.81
GRAND TOTAL FOR FUND										
APPROPRIATION		158349299.42	84071745.08	21393296.88	26857739.59	4600164.50	6051585.34	9516867.07	2483605.29	3374295.67
EXPENDITURE		41770701.82	21645039.38	5578638.53	9696013.92	1488747.95	2172599.92	346701.11	435029.15	407931.86
ENCUMBRANCE		6574673.90	.00	.00	2841423.83	114813.09	785503.33	2788722.39	44211.26	.00
BALANCE		110003923.70	62426705.70	15814658.35	14320301.84	2996603.46	3093482.09	6381443.57	2004364.88	2966363.81

PROGRAM: FB410
 RUN DATE: 11/29/16
 FUND: 2 DEBT SERVICE - 200

* * * INDIAN RIVER COUNTY SCHOOL BOARD * * *
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 OCTOBER 31, 2016

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ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
DEBT SERVICES	9200									
APPROPRIATION		13666689.39	.00	.00	.00	.00	.00	.00	13666689.39	.00
EXPENDITURE		520956.78	.00	.00	.00	.00	.00	.00	520956.78	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		13145732.61	.00	.00	.00	.00	.00	.00	13145732.61	.00
*SUB TOTAL										
APPROPRIATION		13666689.39	.00	.00	.00	.00	.00	.00	13666689.39	.00
EXPENDITURE		520956.78	.00	.00	.00	.00	.00	.00	520956.78	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		13145732.61	.00	.00	.00	.00	.00	.00	13145732.61	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		13666689.39	.00	.00	.00	.00	.00	.00	13666689.39	.00
EXPENDITURE		520956.78	.00	.00	.00	.00	.00	.00	520956.78	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		13145732.61	.00	.00	.00	.00	.00	.00	13145732.61	.00

PROGRAM: FB410
 RUN DATE: 11/29/16
 FUND: 3 CAPITAL OUTLAY - 300

* * * INDIAN RIVER COUNTY SCHOOL BOARD * * *
 SUMMARY REPORT
 OCTOBER 31, 2016

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ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
FAC ACQ & CONST	7400									
APPROPRIATION		37038827.75	.00	.00	.00	.00	.00	37038827.75	.00	.00
EXPENDITURE		4120378.35	.00	.00	.00	.00	.00	4120378.35	.00	.00
ENCUMBRANCE		10211088.41	.00	.00	.00	.00	.00	10211088.41	.00	.00
BALANCE		22707360.99	.00	.00	.00	.00	.00	22707360.99	.00	.00
*SUB TOTAL										
APPROPRIATION		37038827.75	.00	.00	.00	.00	.00	37038827.75	.00	.00
EXPENDITURE		4120378.35	.00	.00	.00	.00	.00	4120378.35	.00	.00
ENCUMBRANCE		10211088.41	.00	.00	.00	.00	.00	10211088.41	.00	.00
BALANCE		22707360.99	.00	.00	.00	.00	.00	22707360.99	.00	.00
DEBT SERVICES	9200									
APPROPRIATION		52.30	.00	.00	.00	.00	.00	.00	52.30	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		52.30	.00	.00	.00	.00	.00	.00	52.30	.00
9700 - 9790										
APPROPRIATION		15577323.20	.00	.00	.00	.00	.00	.00	.00	5577323.20
EXPENDITURE		211724.48	.00	.00	.00	.00	.00	.00	.00	211724.48
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		15365598.72	.00	.00	.00	.00	.00	.00	.00	5365598.72
*SUB TOTAL										
APPROPRIATION		15577375.50	.00	.00	.00	.00	.00	.00	52.30	5577323.20
EXPENDITURE		211724.48	.00	.00	.00	.00	.00	.00	.00	211724.48
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		15365651.02	.00	.00	.00	.00	.00	.00	52.30	5365598.72
GRAND TOTAL FOR FUND										
APPROPRIATION		52616203.25	.00	.00	.00	.00	.00	37038827.75	52.30	5577323.20
EXPENDITURE		4332102.83	.00	.00	.00	.00	.00	4120378.35	.00	211724.48
ENCUMBRANCE		10211088.41	.00	.00	.00	.00	.00	10211088.41	.00	.00
BALANCE		38073012.01	.00	.00	.00	.00	.00	22707360.99	52.30	5365598.72

PROGRAM: FB410
 RUN DATE: 11/29/16
 FUND: 4 SPECIAL REVENUE - 400

* * * INDIAN RIVER COUNTY SCHOOL BOARD * * *
 SUMMARY REPORT
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ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
INSTRUCTION SERVICE 5000										
APPROPRIATION		5167218.72	3470907.45	1323121.31	241827.32	.00	84983.14	13680.34	32699.16	.00
EXPENDITURE		792124.97	540995.86	167176.42	16044.55	.00	38417.06	10000.00	19491.08	.00
ENCUMBRANCE		48300.68	.00	.00	29380.25	.00	18918.45	1.98	.00	.00
BALANCE		4326793.07	2929911.59	1155944.89	196402.52	.00	27647.63	3678.36	13208.08	.00
PUPIL PERSONNEL SER 6100										
APPROPRIATION		1218079.35	907360.56	240959.02	32740.50	.00	37019.27	.00	.00	.00
EXPENDITURE		248924.10	194202.09	44321.87	4686.21	.00	5713.93	.00	.00	.00
ENCUMBRANCE		2513.56	.00	.00	2082.31	.00	431.25	.00	.00	.00
BALANCE		966641.69	713158.47	196637.15	25971.98	.00	30874.09	.00	.00	.00
INST & CURR DEV 6300										
APPROPRIATION		1953780.35	1485529.00	427678.45	35792.90	.00	4780.00	.00	.00	.00
EXPENDITURE		513582.24	406331.47	100218.86	7031.91	.00	.00	.00	.00	.00
ENCUMBRANCE		12268.75	.00	.00	12268.75	.00	.00	.00	.00	.00
BALANCE		1427929.36	1079197.53	327459.59	16492.24	.00	4780.00	.00	.00	.00
INST STAFF TRAINING 6400										
APPROPRIATION		940497.00	497726.27	136032.92	187417.44	.00	24320.37	.00	95000.00	.00
EXPENDITURE		256353.19	136052.34	28539.48	61200.62	.00	4823.27	.00	25737.48	.00
ENCUMBRANCE		36260.47	.00	.00	35217.68	.00	1042.79	.00	.00	.00
BALANCE		647883.34	361673.93	107493.44	90999.14	.00	18454.31	.00	69262.52	.00
GEN ADMINISTRATION 7200										
APPROPRIATION		522417.99	.00	.00	.00	.00	.00	.00	522417.99	.00
EXPENDITURE		116609.65	.00	.00	.00	.00	.00	.00	116609.65	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		405808.34	.00	.00	.00	.00	.00	.00	405808.34	.00
FOOD SERVICE 7600										
APPROPRIATION		8297753.05	2718608.78	1165894.23	258557.13	224650.00	3501340.02	277281.67	151421.22	.00
EXPENDITURE		2107768.11	619040.67	202877.45	55130.30	86626.37	933356.30	126516.83	84220.19	.00
ENCUMBRANCE		2317266.47	.00	.00	118222.39	15123.08	2088661.51	94872.49	387.00	.00
BALANCE		3872718.47	2099568.11	963016.78	85204.44	122900.55	479322.21	55892.35	66814.03	.00
CENTRAL SERVICES 7700										
APPROPRIATION		8609.00	4303.00	306.00	4000.00	.00	.00	.00	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		8609.00	4303.00	306.00	4000.00	.00	.00	.00	.00	.00

PROGRAM: FB410
 RUN DATE: 11/29/16
 FUND: 4 SPECIAL REVENUE - 400

* * * INDIAN RIVER COUNTY SCHOOL BOARD * * *
 SUMMARY REPORT
 OCTOBER 31, 2016

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ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
TRANSPORTATION SER 7800										
APPROPRIATION		132120.12	9100.00	703.00	.00	.00	.00	.00	122317.12	.00
EXPENDITURE		6373.73	273.07	40.06	.00	.00	.00	.00	6060.60	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		125746.39	8826.93	662.94	.00	.00	.00	.00	116256.52	.00
OPERATION SERVICES 7900										
APPROPRIATION		.00	.00	.00	.00	.00	.00	.00	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
COMMUNITY SERVICES 9100										
APPROPRIATION		521817.96	417199.06	74170.52	14169.00	.00	16279.38	.00	.00	.00
EXPENDITURE		60737.58	48070.95	9519.27	600.00	.00	2547.36	.00	.00	.00
ENCUMBRANCE		7910.60	.00	.00	2500.00	.00	5410.60	.00	.00	.00
BALANCE		453169.78	369128.11	64651.25	11069.00	.00	8321.42	.00	.00	.00
*SUB TOTAL										
APPROPRIATION		18762293.54	9510734.12	3368865.45	774504.29	224650.00	3668722.18	290962.01	923855.49	.00
EXPENDITURE		4102473.57	1944966.45	552693.41	144693.59	86626.37	984857.92	136516.83	252119.00	.00
ENCUMBRANCE		2424520.53	.00	.00	199671.38	15123.08	2114464.60	94874.47	387.00	.00
BALANCE		12235299.44	7565767.67	2816172.04	430139.32	122900.55	569399.66	59570.71	671349.49	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		18762293.54	9510734.12	3368865.45	774504.29	224650.00	3668722.18	290962.01	923855.49	.00
EXPENDITURE		4102473.57	1944966.45	552693.41	144693.59	86626.37	984857.92	136516.83	252119.00	.00
ENCUMBRANCE		2424520.53	.00	.00	199671.38	15123.08	2114464.60	94874.47	387.00	.00
BALANCE		12235299.44	7565767.67	2816172.04	430139.32	122900.55	569399.66	59570.71	671349.49	.00

PROGRAM: FB410
 RUN DATE: 11/29/16
 FUND: 7 INTERNAL SERVICE FUND - 700

* * * INDIAN RIVER COUNTY SCHOOL BOARD * * *
 SUMMARY REPORT
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ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
FAC ACQ & CONST	7400									
APPROPRIATION		1600.00	.00	.00	.00	.00	.00	1600.00	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		1600.00	.00	.00	.00	.00	.00	1600.00	.00	.00
FISCAL SERVICES	7500									
APPROPRIATION		102243.31	82000.00	20243.31	.00	.00	.00	.00	.00	.00
EXPENDITURE		22447.02	18114.81	4332.21	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		79796.29	63885.19	15911.10	.00	.00	.00	.00	.00	.00
CENTRAL SERVICES	7700									
APPROPRIATION		23051526.54	62500.00	3353256.69	1292269.85	4000.00	6000.00	1500.00	18332000.00	.00
EXPENDITURE		6199220.35	13781.70	870154.97	429722.46	1680.05	.00	.00	4883881.17	.00
ENCUMBRANCE		1422.96	.00	.00	1422.96	.00	.00	.00	.00	.00
BALANCE		16850883.23	48718.30	2483101.72	861124.43	2319.95	6000.00	1500.00	13448118.83	.00
OPERATION SERVICES	7900									
APPROPRIATION		2630.15	.00	.00	.00	.00	.00	.00	2630.15	.00
EXPENDITURE		54237.23	.00	.00	22791.10-	.00	.00	.00	77028.33	.00
ENCUMBRANCE		245.00	.00	.00	.00	.00	.00	.00	245.00	.00
BALANCE		51852.08-	.00	.00	22791.10	.00	.00	.00	74643.18-	.00
*SUB TOTAL										
APPROPRIATION		23158000.00	144500.00	3373500.00	1292269.85	4000.00	6000.00	3100.00	18334630.15	.00
EXPENDITURE		6275904.60	31896.51	874487.18	406931.36	1680.05	.00	.00	4960909.50	.00
ENCUMBRANCE		1667.96	.00	.00	1422.96	.00	.00	.00	245.00	.00
BALANCE		16880427.44	112603.49	2499012.82	883915.53	2319.95	6000.00	3100.00	13373475.65	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		23158000.00	144500.00	3373500.00	1292269.85	4000.00	6000.00	3100.00	18334630.15	.00
EXPENDITURE		6275904.60	31896.51	874487.18	406931.36	1680.05	.00	.00	4960909.50	.00
ENCUMBRANCE		1667.96	.00	.00	1422.96	.00	.00	.00	245.00	.00
BALANCE		16880427.44	112603.49	2499012.82	883915.53	2319.95	6000.00	3100.00	13373475.65	.00

PROGRAM: FB410
RUN DATE: 11/29/16
FUND: 9 ENTERPRISE FUNDS - 900

* * * INDIAN RIVER COUNTY SCHOOL BOARD * * *
SUMMARY REPORT
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ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
COMMUNITY SERVICES 9100										
APPROPRIATION		660316.49	463870.20	91602.29	34969.00	.00	61305.00	8070.00	500.00	.00
EXPENDITURE		221484.02	153858.13	28662.02	16797.96	.00	21666.91	270.00	229.00	.00
ENCUMBRANCE		9143.61	.00	.00	2388.72	.00	6747.96	6.93	.00	.00
BALANCE		429688.86	310012.07	62940.27	15782.32	.00	32890.13	7793.07	271.00	.00
*SUB TOTAL										
APPROPRIATION		660316.49	463870.20	91602.29	34969.00	.00	61305.00	8070.00	500.00	.00
EXPENDITURE		221484.02	153858.13	28662.02	16797.96	.00	21666.91	270.00	229.00	.00
ENCUMBRANCE		9143.61	.00	.00	2388.72	.00	6747.96	6.93	.00	.00
BALANCE		429688.86	310012.07	62940.27	15782.32	.00	32890.13	7793.07	271.00	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		660316.49	463870.20	91602.29	34969.00	.00	61305.00	8070.00	500.00	.00
EXPENDITURE		221484.02	153858.13	28662.02	16797.96	.00	21666.91	270.00	229.00	.00
ENCUMBRANCE		9143.61	.00	.00	2388.72	.00	6747.96	6.93	.00	.00
BALANCE		429688.86	310012.07	62940.27	15782.32	.00	32890.13	7793.07	271.00	.00

* * * END OF IRBD410 REPORT * * *

FND - 300 CAPITAL PROJECTS		PRD-00 BEGINNING		PRD-04 OCTOBER 2016	
TY PRJ		BUDGET	COMMITTED	ENCUMBERED	EXPENDED AVAILABLE
B	TRANSFERS	15,577,375.50	0.00	0.00	211,724.48 15,365,651.02
B 001	Safety to Health	2,575,345.38	4,523.00	492,086.97	522,943.62 1,555,791.79
B 002	ADA COMPLIANCE	222,145.50	0.00	0.00	980.00 221,165.50
B 003	ENVIRONMENTAL COMPLIANCE	3,547.41	0.00	937.90	1,811.49 798.02
B 004	AIR CONDITIONING	1,206,731.61	68,120.00	247,617.19	86,106.11 804,888.31
B 005	ROOFING	827,518.60	0.00	75,889.44	39,263.76 712,365.40
B 007	WALKWAYS AND SIDEWALKS	452,323.00	0.00	39,272.00	21,735.00 391,316.00
B 008	ELECTRICAL	196,542.82	0.00	131,712.56	45,520.16 19,310.10
B 009	SITE IMPROVEMENTS	1,090,065.28	0.00	106,787.09	121,273.08 862,005.11
B 010	BUILDING RENOVATIONS	1,554,173.74	0.00	99,351.40	125,684.80 1,329,137.54
B 012	TECHNOLOGY	877,043.80	0.00	34,423.31	31,939.46 810,681.03
B 013	MOTOR VEHICLES	1,301,499.85	0.00	0.00	1,165.50 1,300,334.35
B 016	PLUMBING & WATER PROJECTS	612,960.80	0.00	485,795.36	27,820.82 99,344.62
B 018	PAVING	276,143.00	0.00	17,235.00	0.00 258,908.00
B 021	TECHNOLOGY TRANS.VIDEO/COMMUN.	106,150.37	0.00	20,809.00	0.00 85,341.37
B 023	MISC.PAINT/LOCKS/TOOLS/GYM-PE	116,446.53	0.00	62,850.83	39,943.10 13,652.60
B 024	MISC EQUIPMENT	316,989.40	0.00	27,882.54	29,428.74 259,678.12
B 033	WINDOWS & DOORS	4,899.00	0.00	2,686.54	2,204.00 8.46
B 034	CUSTODIAL/GROUNDS EQUIPMENT	50,844.00	2,455.00	12,369.96	3,158.69 32,860.35
B 036	CONSULTING	52,143.86	0.00	10,000.00	3,000.00 39,143.86
B 044	GYM/BAND/PE	85,168.92	0.00	25,349.75	53,094.75 6,724.42
B 048	PORTABLE LEASING & FF&E	1,304,675.29	975.00	221,792.53	544,274.65 537,633.11
B 068	BEACHLAND EXPANSION	7,666,727.74	0.00	6,639,127.04	672,499.65 355,101.05
B 072	PLAYGROUNDS	655,380.54	0.00	54,705.00	184,845.52 415,830.02
B 402	NEW ADMINISTRATIVE FACILITY	102,725.13	0.00	30,699.37	8,575.94 63,449.82
B 404	FELLSMERE CAFE EXPAN.& CLASS A	1,570.00	0.00	0.00	1,570.00 0.00
B 414	PERFORMING ARTS ALLOCATION	82,577.46	0.00	0.00	51,451.39 31,126.07
B 421	DW CARPET TO TILE	448,732.59	0.00	1,825.00	125,108.59 321,799.00
B 429	CITRUS ADDITIONAL CLASSROOMS	2,433,155.14	85.00	913,626.26	391,029.04 1,128,414.84
B 431	DW CHILLER REPLACEMENT	321,799.45	0.00	131,533.00	3,968.00 186,298.45
B 442	TCE PARKING LOT PROJECT	19,825.83	0.00	0.00	0.00 19,825.83
B 444	SCHOOL CAMPUS REHABILITATION	283,362.62	0.00	0.00	205,776.45 77,586.17
B 445	GIFFORD MIDDLE MEDIA CNTR REHA	900.00	0.00	900.00	0.00 0.00
B 446	VBHS CITRUS BOWL RENOVATIONS	3,761,050.52	0.00	323,823.37	127,535.52 3,309,691.63
B 537	HURRICANE MATTHEW	4,500.00	0.00	0.00	0.00 4,500.00
B 551	PERFORMANCE CONTRACTING	8,023,162.57	0.00	0.00	646,670.52 7,376,492.05
	*	52,616,203.25	76,158.00	10,211,088.41	4,332,102.83 37,996,854.01

FND - 420 SPECIAL REVENUE - OTHER - 420

PRD-00 BEGINNING

PRD-04 OCTOBER 2016

TY	PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM	
B	101	Title I Part C Migrant 2016/17	12535.00	0.00	250.00	5490.81	6794.19	54.20
B	102	Title I Part C Migrant 2015/16	3473.77	0.00	0.00	3473.77	0.00	.00
B	105	Title I Part A Basic 2016-2017	4675551.00	960.00	61317.43	776714.90	3836558.67	82.06
B	106	Title I Part A Basic 2015-2016	20908.40	0.00	0.00	20908.40	0.00	.00
B	111	Title II FY17 Teacher Training	838415.00	0.00	7090.47	209003.28	622321.25	74.23
B	112	Title II FY16 Teacher Training	4423.51	0.00	0.00	1840.43	2583.08	58.39
B	151	Title III Part A Eng Lang 2017	125987.00	0.00	0.00	30009.01	95977.99	76.18
B	177	21ST. CENTURY - PIE	311598.00	157.50	4500.00	11265.67	295674.83	94.89
B	179	21st Century Com Lg Cent 16/17	241380.00	0.00	3810.60	50571.74	186997.66	77.47
B	180	21st Century Com Lgnr Cntr 16	2309.89	0.00	0.00	2309.89	0.00	.00
B	201	IDEA Part B Pre K 2016-2017IDE	106837.00	0.00	68.20	28853.46	77915.34	72.93
B	206	IDEA Part B 2015-2016	1.43	0.00	0.00	1.43	0.00	.00
B	207	IDEA Part B 2016-2017	3734188.11	0.00	14667.50	732295.81	2987224.80	80.00
B	301	Adult Education FY 16/17	161885.00	0.00	2610.00	47843.82	111431.18	68.83
B	309	Carl Perkins Secondary FY 17Ca	179797.00	780.00	1996.86	57758.50	119261.64	66.33
B	310	Carl Perkins Sec Voc Ed FY16	198.82	0.00	0.00	198.82	0.00	.00
	*		10419488.93	1897.50	96311.06	1978539.74	8342740.63	80.07

FND - 421 Special Revenue -Other-Fed Dir			PRD-00 BEGINNING			PRD-04	OCTOBER	2016
TY	PRJ		BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM
B	203	SEDNET ALLOCATION	20386.00	435.00-	10673.00	4210.00	5938.00	29.13
B	209	FDLRS-2016-2017	4200.00	0.00	0.00	4166.92	33.08	.79
B	315	Carl Perkins Post Sec FY16/17	18966.00	0.00	0.00	6608.40	12357.60	65.16
		*	43552.00	435.00-	10673.00	14985.32	18328.68	42.08

FND - 422 Special Revenue - Other - Reim			PRD-00 BEGINNING			PRD-04	OCTOBER	2016
TY	PRJ		BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM
B	114	PROJECT10 CONNECT MINI GRANT	684.56	0.00	0.00	684.56	0.00	.00
B	117	ESSEI INSTITUTE MINI GRANT	815.00	0.00	270.00	495.84	49.16	6.03
		*	1499.56	0.00	270.00	1180.40	49.16	3.28

TY PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM
REQUEST 163 TOTAL	10464540.49	1462.50	107254.06	1994705.46	8361118.47	79.90