

**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: May 9, 2017

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
- III. ADOPTION OF ORDERS OF THE DAY
- IV. PRESENTATIONS
 - A. Recognition of Shell Science Lab Challenge Award Winner, Melissa Sleeper**
 - B. Recognition of Sunshine State Scholar Nominee, Katelyn Wahl**
 - C. Recognition of Book Donation by Sunrise Rotary Club**
 - D. Musical Performance by Beachland Elementary School Students**
 - E. Recognition of Institute for Coaching Excellence (ICE) and Short Video**
- V. CITIZEN INPUT
- VI. CONSENT AGENDA
 - A. Approval of Minutes – Dr. Rendell**
 - 1. Superintendent Workshop held 4/25/2017
 - 2. Business Meeting held 4/25/2017Superintendent 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 of 2017 Membership Renewal with Treasure Coast Council of Local Governments – Chairman Searcy

The purpose of the Council is to study and address area governmental problems as the Corporation deems appropriate. Areas are including, but not limited to, matters affecting the health, safety, welfare, education, economic conditions, and area development of the Treasure Coast; promoting cooperative arrangements and coordinating action among its members; making recommendations for review and action to the members and other public agencies that perform local functions and services within the area; and such other lawful businesses as may from time-to-time be determined by the Board of Directors as appropriate. Total cost for renewal remains the same at \$200.00.

D. Approval of Donations – Mr. Morrison

1. Vero Beach High School received a donation of a complete set of Callaway golf clubs valued at \$1,000 from Dacien Mullen. The clubs will be used by the Vero Beach High School Golf Teams.
2. The Professional Development Department received a donation in the amount of \$1,000 from Gould Cooksey Fennell, P.A. The funds will be used to sponsor the Professional Development Department's attendance at the Buck Institute for Education's Project Based Learning Conference in June.
3. Sebastian Elementary School received a donation in the amount of \$1,000 from the George E. Warren Corporation. The funds will be used to support the Sebastian Elementary Student Academic Games trip to the National Competition held in Wheeling West Virginia.

Superintendent recommends approval.

E. Approval of the School Board of Indian River County's Updated Emergency Management Plan - Mr. Morrison

Pursuant to Florida Statute §1006.07(4) and School Board Policy 8405, the Superintendent, hereby, presents for Board approval the updated Emergency Management Plan. All meetings with external stakeholders and end users to obtain input in crafting the plan have been completed. In accordance with Florida Statute §119.071(3), this document is exempt from public records. Superintendent recommends approval.

F. Approval of Budget Amendment – Mr. Morrison

This request is for approval of the following budget amendment for fiscal year ending June 30, 2016:

Amendment #2 -Special Revenue-Other

Superintendent recommends approval.

G. Approval to Dispose of Surplus Property – Mr. Morrison

This request is for approval to dispose of surplus property in accordance with Florida Statutes 274.05 and 274.06. The attached lists represent property to be deleted from various inventories and/or for items that have been declared surplus. After Board approval the property will be recycled and/or auctioned. Superintendent recommends approval.

H. Approval of Renewed Memorandum of Agreement for Contracted Services with Redlands Christian Migrant Association (RCMA) – Mrs. Dampier

Redlands Christian Migrant Head Start provides appropriate services for identified students with disabilities ages 3 to 5, who meet the Head Start eligibility criteria. Referral services, screenings, and evaluations for these students are provided by the School District and Project Child. Children shall receive therapy as prescribed by their Individual Educational Plan (IEP), typically during the regular school year therapy calendar at one of three (3) RCMA Child Development Centers, School District sites, or a place designated by the School Board. Renewal Contract is for the 2017-2018 school year effective July 1, 2017-June 30, 2018. This is an ongoing, renewal Memorandum of Agreement contract with no cost to the District. Superintendent recommends approval.

I. Approval of Renewed Collaborative Agreement for Contracted Services with Economic Opportunity Council of Indian River/Okeechobee Counties Head Start - Mrs. Dampier

The Economic Opportunity Council of Indian River/Okeechobee Counties (EOC-IROCHS) Head Start agrees to provide services for students with disabilities ages 3 to 5 in the local Indian River Head Start programs. Referral services, screening, and evaluations for these students are provided by the School District and Project Child Find. Children from Head Start campuses, day care centers, and children being cared for at home shall receive therapy as prescribed by their Individual Educational Plan (IEP), typically during the regular school year therapy calendar on one of five (5) Head Start campuses. This is an ongoing renewal Collaborative Agreement that will cover the 2017-2018 school year with no cost to the District. Superintendent recommends approval.

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

The attached contract extends the current Meals on Wheels agreement from its expiration on June 30, 2017, until October 31, 2017, at the request of the Senior Resource Association. The per meal cost remains the same (\$3.91 per meal). Superintendent recommends approval.

Added on 5/5/2017:

K. Approval of Sebastian River High School Rowing Team Out of State Trip – Mrs. Dampier

The Sebastian River High School Rowing Team will be attending the Scholastic Nationals, hosted by the Scholastic Rowing Association of the America, May 24–28, 2017, in Camden, New Jersey. The team participated in the Florida State Rowing Association Championship and earned a bid to Nationals. The 24-member team will be traveling by airplane to New Jersey and all travel costs will be paid by the Booster's Club. Superintendent recommends approval.

VII. ACTION AGENDA

A. Approval of Owner/Contractor Construction Agreement for Dodgertown Elementary Roof Replacements (ITB #14-B-060-DW) – Mr. Morrison

Approval is recommended for the Owner/Contractor Construction Agreement between the School Board of Indian River County and Crowther Roofing and Sheet Metal, Inc., for the Dodgertown Elementary Roof Replacement project (as per Brevard County School Board ITB #14-B-060-DW). The scope of work includes all labor, equipment, and materials for replacement at of Roof Sectors A, B, C, D, E, F, G, H, and I, as outlined in the proposal. The cost of construction of this project is not-to-exceed \$268,538.00 that includes the proposal amount of \$244,125.00 and an owner added contingency in the amount of \$24,413.00, as per the terms and conditions of the Brevard County School Board ITB #14-B-060-DW. This Agreement amount does not include engineering fees, at an estimated amount of \$6,800.00, for an overall total project cost of \$275,338.00. Superintendent recommends approval.

B. Approval of Owner/Contractor Construction Agreement for Fellsmere Elementary Roof Replacements (ITB #14-B-060-DW) – Mr. Morrison

Approval is recommended for the Owner/Contractor Construction Agreement between the School Board of Indian River County and Hamilton Roofing, Inc., for the Fellsmere Elementary Roof Replacement project (as per Brevard County School Board ITB #14-B-060-DW). The scope of work includes all labor, equipment, and materials for replacement of Roof Sectors B1, C1, C2 & C3, as outlined in the proposal. The cost of construction for this project is not-to-exceed \$219,782.00 that includes the proposal amount of \$199,802.00 and an owner added contingency in the amount of \$19,980.00, as per the terms and conditions of the Brevard County School Board ITB #14-B-060-DW. This Agreement amount does not include engineering fees, at an estimated amount of \$6,800.00, for an overall total project cost of \$226,582.00. Superintendent recommends approval.

C. Approval of Owner/Contractor Construction Agreement for Rosewood Magnet Roof Replacements (ITB #14-B-060-DW) – Mr. Morrison

Approval is recommended for the Owner/Contractor Construction Agreement between the School Board of Indian River County and Crowther Roofing and Sheet Metal, Inc., for the Rosewood Magnet School Roof Replacement Project (as per Brevard County School Board ITB #14-B-060-DW). The scope of work includes all labor, equipment, and materials for replacement of Roof Sectors A, B, C, D, and E, as outlined in the proposal. The cost of construction of this project is not-to-exceed \$185,647.00 that includes the proposal amount of \$168,770.00 and an owner added contingency in the amount of \$16,877.00, as per the terms and conditions of the Brevard County School Board ITB #14-B-060-DW. This Agreement amount does not include engineering fees, at an estimated amount of \$6,800.00, for an overall total project cost of \$192,447.00. Superintendent recommends approval.

D. Approval of Change Order to Florida Pipe-Lining Solutions, LLC, for the Sebastian River Middle School Domestic Water Piping Restoration Project – Mr. Morrison

Approval is requested to issue a change order in the amount of \$8,539.63 to Florida Pipe-Lining Solutions, LLC, for additional material costs associated with the Domestic Water Piping Restoration project at Sebastian River Middle School. On September 13, 2016, the Board approved the Agreement Form for Construction Contracted Services between the School Board of Indian River County and Florida Pipe-Lining Solutions, LLC, in the amount of \$216,919.00 for the Domestic Water Piping Restoration project at Sebastian River Middle School. The original proposal provided by the vendor was an estimated cost, based on the connection count and footages calculated as per the owner provided plans. The final project cost, that is based on the actual total connections and footages required during the project, exceeds the Agreement amount by \$8,539.63. The contract amount will be increased to a total of \$225,458.63, upon approval of the requested change order. Superintendent recommends approval.

E. Approval to Purchase Replacement White Fleet Vehicles for Physical Plant through the Florida Sheriff's Association Cooperative Vehicle Bid FSA16-VEL24.0 and Florida State Contract 25100000-16-1 – Mr. Morrison

Multiple awarded vendors will provide three (3) Ford T150 Cargo Vans and one (1) Ford T250 Cargo Van that will replace five (5) vehicles acquired between 1998 and 2005 and are in poor condition and have high mileage. The total cost impact is \$89,036.00. This will be funded from the District's Five Year Capital Outlay Plan that was School Board approved on September 8, 2016. Superintendent recommends approval.

VIII. SUPERINTENDENT'S REPORT

IX. DISCUSSION

X. SCHOOL BOARD MEMBER MATTERS

XI. INFORMATION AGENDA

A. Financial Report for Month Ending March 31, 2017 - Mr. Morrison

Attached are the Financial Reports for the month ending March 31, 2017.

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 particular 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 or not 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 April 25, 2017, at 1:00 p.m. The workshop 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.

Superintendent Workshop Minutes

- I. Workshop was called to order by Chairman Searcy.
- II. PURPOSE OF THE WORKSHOP
Dr. Rendell said the purpose of the workshop was to share information on the 2017-2018 Budget, Performance Contracting, and CareHere.
- III. PRESENTATIONS – Dr. Rendell
 - A. 2017-2018 Budget Update**
Mr. Morrison reviewed the handouts presented at the workshop to each Board Member and to the public. He stated that this was Workshop number two in the Budget adoption process for the 2017-2018 fiscal year. May 5 would be the end of the 2017 Legislative Session, yet there was no agreement between the Senate and House budget proposals for education. Mr. Morrison gave an update on the 2017-2018 Legislative Session, 2017-2018 Proposed House and Senate FEFP Budgets, Update on Zero-Based Budget Process, and TRIM (truth in millage adoption) Calendar. Board Members were given an opportunity to ask questions, to request further information, and to make suggestions.

Chairman Searcy called for a break at 2:12 p.m. and reconvened the workshop at 2:17 p.m.

B. Performance Contracting Update

Legislative Findings FS 489.145 and 1013.23 at www.flsenate.com: *“The Legislature finds that investment in energy, water, and wastewater efficiency and conservation measures in agency facilities can reduce the amount of energy and water consumed and wastewater produced and produce immediate and long-term savings.”*

Mr. Rob Risley, from Florida Power and Light Services, and Mr. Doug Hennen from conEdison Solutions gave an update on Phase I of the “Performance Contracting” work. Mr. Risley reported on the work completed on the Vero Beach High School Campus and Oslo Middle School Campus.

Mr. Hennen reported on work completed by conEdison Solutions at Gifford Middle School Campus and Sebastian River High School Campus. The contracting concept from FPL and conEdison Solutions was with a guaranteed energy savings (electric bill) in the operating budget that was sufficient to cover all capital investment requirements of the School District.

Phase II

The engineering analysis for Phase II was nearly completed for the following campuses:

Alternative Education

Storm Grove Middle CEP

Dodgertown Elementary

Wabasso

Transportation

Administration

Pelican Island

Sebastian Elementary

Liberty Magnet

Sebastian River Middle

Support Services

Fellsmere Elementary

Solar Project at site selected by the District

Mr. Morrison noted that the District did not spend any money, yet, for the Phase II project. Both companies were going out to see what was out there and speaking with staff. Board Members were given an opportunity to ask questions. It was suggested by a Board Member to use motion sensors for the outside lights on the Vero Beach High School campus, rather than keeping the lights on.

Chairman Searcy called for a break at 3:10 p.m. and reconvened the workshop at 3:15 p.m.

C. CareHere Presentation

Mr. Jason Sandberg, from CareHere/Crowne; and Laci Gallaher Marsh, from CareHere, gave an update on marketing strategies, feedback from schools, claims, wellness, and personalized services. Board Members were given an opportunity ask questions and discuss options for the future to include acceptance of walk-in patients and a direct number to the clinic to cancel or change last minute appointments. Dr. Fritz stated that there was virtually no waiting time at the clinic due to the 20-minute block scheduled for each patient.

- IV. ADJOURNMENT – Chairman Searcy
Meeting adjourned at approximately 3:48 p.m.

The District School Board of Indian River County met on April 25, 2017, at 6:00 p.m. The business 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 Ms. Swami Anjani, from Kashi Ashram of Sebastian.

Business Meeting Minutes

I. CALL MEETING TO ORDER

Chairman Searcy called for a Moment of Silence for the family of Noah Deas, the son of Jessica Rojas (District Prevention Specialist) and Juan Rojas (teacher at Gifford Middle School), who passed away this weekend. Noah was a member of the graduating class of 2015 at Vero Beach High School.

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 (ret.), Aerospace USAF, Science Instructor.

Prior to the Presentation of Colors by the ROTC students, Chairman Searcy announced that this was the last business meeting for our ROTC until September. On behalf of the Board, he thanked the Vero Beach High School and Sebastian River High School ROTC Students and Instructors for their service to their schools, community, and for setting an example of Excellence for all students. With no further ado, Chairman Searcy said that he was honored to introduce: The Vero Beach High School's Air Force Junior ROTC Detachment 043 under the Direction of Wade E. Dues, Chief Master Sergeant (ret.), Aerospace USAF, Science Instructor.

III. ADOPTION OF ORDERS OF THE DAY

Chairman Searcy asked Dr. Rendell to speak to the changes to the Agenda. Dr. Rendell said that he would like to add Action Items T, U, and V; and remove Action Items J, K, L, N, and O. Chairman Searcy called for a motion. Mrs. Zorc moved approval of the Orders of the Day adding Action Items T, U, and V; and the removal of Action Items J, K, L, N, and O. Mrs. Simchick seconded the motion and it carried unanimously, with a 5-0 vote.

IV. PRESENTATIONS

A. Casual for a Cause, American Heart Association

Mr. Fidgeon announced that \$11,096 was raised during the month of February for American Heart Association. He read a letter of thanks from the Vice President of the local chapter.

B. Casual for a Cause, CASTLE

Mr. Fidgeon announced that \$3,008 was raised for Castle, for the prevention of child abuse.

C. Recognition of Community Partner John's Island Community Service League - Mrs. Falardeau

Mrs. Falardeau, Executive Director of the Education Foundation, presented a check in the amount of \$35,000 from the John's Island Community Service League. The funds would be used to assist 8th grade students who needed help passing the Algebra testing requirement.

D. Musical Performance by Dodgertown Elementary Chorus Group

Dodgertown Chorus Group, under the guidance of Ti'rhon Parks, Music Teacher, performed for the audience.

E. Short Video on School Initiatives

Video showing Earth Day activities at Pelican Island Elementary School.

V. CITIZEN INPUT

Coletta Murray requested to speak on thank you gifts.

VI. CONSENT AGENDA

Chairman Searcy called for a motion to adopt the Consent Agenda. Mrs. Zorc moved approval of the Consent Agenda. Mrs. Simchick seconded the motion and it carried unanimously, with a 5-0 vote.

A. Approval of Minutes – Dr. Rendell

1. Business Meeting held 4/11/2017
2. Business Meeting held 2/28/2017
(Correction to page 6 of 11, Action E.)
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 Donation from The Education Foundation of Indian River County to Support the 2017 STEP into Kindergarten Summer Program – Mrs. Dampier

The Education Foundation of Indian River County had been awarded a grant of \$35,000.00 from the John's Island Community Service League (JICSL) to support the 2017 SDIRC STEP into Kindergarten Program. Collaborative efforts between the SDIRC Title I Department and The Education Foundation donations would enable the 2017 STEP into Kindergarten Summer Transition Program to serve up to 210 students who would be entering kindergarten in August 2017. Superintendent recommended approval.

D. Approval of Donations – Mr. Morrison

1. Osceola Magnet School received a donation in the amount of \$1,000 from the Osceola Magnet School PTA. The donation would be used to supply classroom materials at Osceola Magnet School.
2. Sebastian River Middle School received a donation in the amount of \$1,000 from Michael and Shawn Venazio. The funds would be utilized by the Sebastian River Middle School Choir to help with educational travel opportunities for students in the 2017-2018 school year.

Superintendent recommended approval.

E. Approval of Statewide Voluntary Prekindergarten Provider Contract Renewal for Summer Voluntary Prekindergarten – Mrs. Dampier

This statewide contract outlined the agreement between the School District and the Early Learning Coalition of Indian River, Martin, and Okeechobee Counties, Inc. This standard State contract was for the Summer 2017 (June 5-July 17, 2017) Voluntary Pre-Kindergarten program. The School District of Indian River County would deliver Voluntary Prekindergarten services to age eligible children at two (2) school sites, Citrus Elementary School and Treasure Coast Elementary School. The number of classrooms and teachers needed were contingent upon student enrollment meeting the required maximum ratio of 1 teacher to 12 students. This was an ongoing contract with no additional cost to the District. Superintendent recommended approval.

VII. ACTION AGENDA

A. Approval to Purchase K-12 Social Studies Instructional Materials– Mrs. Dampier

In accordance with School Board Policy 0169.1, Public Participation, the School Board held a public hearing on February 28, 2017, to receive public comment from parents of students; instructional materials for K-12 Social Studies were available for public review for twenty (20) calendar days; and, within the prescribed time period, parents were given an opportunity to submit petitions, if the materials being purchased were not satisfactory. No public input was received at the public hearing and no petitions were submitted. The purpose of this final step in the instructional materials adoption process was to authorize the purchase of K-12 Social Studies Instructional Materials as listed on the backup materials.

The Social Studies Instructional Materials Adoption Committee recommended the purchase of materials on the attached lists to be used by students starting in the 2017-2018 school year. This adoption included both digital and printed materials. These materials would assist teachers in providing standards-based instruction for District students. The cost of this adoption was approximately \$1,358,520.60. Superintendent recommended approval.

Chairman Searcy called for a motion. Mrs. Simchick moved approval to purchase K-12 Social Studies instructional materials. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote.

B. Approval to Award Invitation to Bid (ITB) #10-0-2017JC HVAC Improvements at Fellsmere Elementary School 700 Building to One Call Property Services, Inc. - Mr. Morrison

The Facilities, Planning, and Construction Department requested that an Invitation to Bid (ITB) be promulgated for a summer construction project to upgrade the Heating, Ventilation, and Air Conditioning (HVAC) systems in the 700 building at Fellsmere Elementary. Scope of work included the replacement of the existing DX type roof top HVAC units, with a single chilled water air handler unit, the repair of all roof areas, and the construction of a new mechanical room as per drawings provided by Donadio and Associates Architects, P.A. Since the project estimate exceeded \$300,000, participation was limited to pre-qualified sources only as approved by the Board on February 14, 2017. The Purchasing Department recommended award to One Call Property Services, Inc., as the lowest, responsive and responsible bidder meeting specifications, terms, and conditions. Attached was backup. Superintendent recommended approval.

Chairman Searcy called for a motion. Mr. Frost moved approval to award invitation to bid (ITB) #10-0-2017JC HV/AC improvements at Fellsmere Elementary School 700 building to One Call Property Services, Inc. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote.

C. Approval of Owner/Contractor Construction Agreement for Fellsmere Elementary 700 Building HVAC Improvements (SDIRC #10-0-2017JC) – Mr. Morrison

Approval was recommended for the Owner/Contractor Construction Agreement between the School Board of Indian River County and One Call Property Services, Inc., for the Fellsmere Elementary 700 Building HVAC Improvements project (SDIRC #10-0-2017JC) in the amount of \$423,894.00.

The scope of work included replacing and upgrading the HVAC systems within the existing 700 Building, including removal of the existing DX type roof top HVAC units and replacing with a single chilled water air handler unit; repairing all roof areas; and construction of a new mechanical room in accordance with the architectural plans and specifications. The contract amount consisted of the Contractor's Base Bid in the amount of \$378,477.00 and an owner added contingency in the amount of \$45,417.00 that included all construction costs associated with the project. The contract amount did not include architectural fees, at an estimated amount of \$58,500.00, for an overall total project cost of \$482,394.00. Superintendent recommended approval.

Chairman Searcy called for a motion. Mr. Frost moved approval of Owner/ Contractor Construction Agreement for Fellsmere Elementary 700 Building HVAC Improvements (SDIRC #10-0-2017JC). Mrs. Justice seconded the motion and it carried, with a 5-0 vote.

D. Approval to Award Invitation to Bid (ITB) #11-0-2017JC P.E. Field Drainage Improvements and Repave Car/Bus Loop at Gifford Middle School to Pinnacle Construction of the Treasure Coast, LLC - Mr. Morrison

The Facilities, Planning, and Construction Department requested that an Invitation to Bid (ITB) be promulgated for a summer construction project at Gifford Middle School. Scope of work included alterations and/or additions to the drainage infrastructure for the activity fields located on the eastern and northern portion of the property. Also included were parking improvements to the eastern bus loop and faculty parking areas as per drawings provided by Schulke, Bittle & Stoddard. Since the project estimate exceeded \$300,000, participation was limited to pre-qualified sources only as approved by the Board on February 14, 2017. The Purchasing Department recommended award to Pinnacle Construction of the Treasure Coast, LLC, as the lowest, responsive, and responsible bidder meeting specifications, terms, and conditions. Attached was backup. Superintendent recommended approval.

Chairman Searcy called for a motion. Mrs. Zorc moved approval to award invitation to bid (ITB) #11-0-2017JC P.E. field drainage improvements and repave car/bus loop at Gifford Middle School to Pinnacle Construction of the Treasure Coast, LLC. Mr. Frost seconded the motion and it carried unanimously, with a 5-0 vote.

E. Approval of Owner/Contractor Construction Agreement for Gifford Middle School PE Field Drainage Improvements and Repave Car/Bus Loop (SDIRC #11-0-2017JC) – Mr. Morrison

Approval was recommended for the Owner/Contractor Construction Agreement between the School Board of Indian River County and Pinnacle Construction of the Treasure Coast, LLC., for the Gifford Middle School PE Field Drainage Improvements and Repave Car/Bus Loop project (SDIRC #11-0-2017JC) in the amount of \$428,733.00. The scope of work included alterations and/or additions to the drainage infrastructure for the PE activity fields located on the eastern and northern portion of the school property and parking improvements to the eastern bus loop and faculty parking areas in accordance with the architectural plans and specifications. The contract amount consisted of the Contractor's Base Bid in the amount of \$372,811.00 and an owner added contingency in the amount of \$55,922.00 that included all construction costs associated with the project. The contract amount did not include architectural fees, at an estimated amount of \$23,600.00 for an overall total project cost of \$452,333.00. Superintendent recommended approval.

Chairman Searcy called for a motion. Mrs. Simchick moved approval of the owner/contractor construction agreement for Gifford Middle School PE field drainage improvements and repave car/bus loop (SDIRC #11-0-2017JC). Mr. Frost seconded the motion and it carried unanimously, with a 5-0 vote.

F. Approval to Award Invitation to Bid (ITB) #12-0-2017JC Band Room Renovations and Exterior Gate Replacement at Sebastian River High School to Paul Jacquin & Sons, Inc. - Mr. Morrison

The Facilities, Planning, and Construction Department requested that an Invitation to Bid (ITB) be promulgated for a summer construction project at Sebastian River High School. Scope of work included remodeling and renovations to the music building band room. Also included was the replacement of thirty-six (36) exterior steel gates with aluminum gates as per drawings provided by Edlund, Dritenbas and Binkley Architects & Associates. Since the project estimate exceeded \$300,000, participation was limited to pre-qualified sources only as approved by the Board on February 14, 2017. The Purchasing Department recommended award to Paul Jacquin & Sons, Inc., as the lowest responsive and responsible bidder meeting specifications, terms, and conditions. Attached was backup. Superintendent recommended approval.

Chairman Searcy called for a motion. Mrs. Simchick moved approval to award invitation to bid (ITB) #12-0-2017JC band room renovations and exterior gate replacement at Sebastian River High School to Paul Jacquin & Sons, Inc. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote.

G. Approval of Owner/Contractor Construction Agreement for Sebastian High School Band Room Renovations and Exterior Gate Replacement (SDIRC #12-0-2017JC) – Mr. Morrison

Approval was recommended for the Owner/Contractor Construction Agreement between the School Board of Indian River County and Paul Jacquin & Sons, Inc., for the Sebastian River High School Band Room renovation and exterior gate replacement project (SDIRC #12-0-2017JC) in the amount of \$573,465.00. The scope of work included remodeling/renovation of the music building band room and replacement of thirty-six (36) 4'-0" wide steel gates, with aluminum gates in accordance with the architectural plans and specifications. The contract amount consisted of the Contractor's Base Bid in the amount of \$498,665.00 and an owner added contingency in the amount of \$74,800.00 that included all construction costs associated with this project. The contract amount did not include architectural fees, at an estimated amount of \$41,722.00, for an overall total project cost of \$615,187.00. Superintendent recommended approval.

Chairman Searcy called for a motion. Mrs. Simchick moved approval of the owner/contractor construction agreement for Sebastian High School Band Room renovations and exterior gate replacement (SDIRC #12-0-2017JC). Mrs. Justice seconded the motion and it carried, with a 5-0 vote.

H. Approval to Award Invitation to Bid (ITB) #13-0-2017JC ADA and Drainage Improvements for Wabasso School to Close Construction, LLC - Mr. Morrison

The Facilities, Planning, and Construction Department requested that an Invitation to Bid (ITB) be promulgated for a summer construction project at Wabasso School. Scope of work includes the replacement of an existing concrete walk, ramp, and stairs to meet ADA standards. Also included is an update to the drainage system to capture downspout from the walkway roof as per drawings provided by Kimley-Horn and Associates, Inc. The Purchasing Department recommended award to Close Construction, LLC, as the lowest, responsive, and responsible bidder meeting specifications, terms, and conditions. Attached was backup. Superintendent recommended approval.

Chairman Searcy called for a motion. Mr. Frost moved approval to award invitation to bid (ITB) #13-0-2017JC ADA and drainage improvements for Wabasso School to Close Construction, LLC. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote.

I. Approval of Owner/Contractor Construction Agreement for Wabasso School ADA and Drainage Improvements (SDIRC #13-0-2017JC) – Mr. Morrison

Approval was recommended for the Owner/Contractor Construction Agreement between the School Board of Indian River County and Close Construction, LLC., for the Wabasso School ADA and Drainage Improvements project (SDIRC #13-0-2017JC) in the amount of \$139,788.00. The scope of work included removing and replacing concrete walk, ramps, and stairs to meet ADA Standards; and update the drainage system to capture downspout from walkway roof in accordance with the architectural plans and specifications. The contract amount consisted of the contractor's base bid in the amount of \$116,490.00 and an owner added contingency in the amount of \$23,298.00 that included all construction costs associated with this project. The contract amount did not include architectural fees, at an estimated amount of \$16,550.00, for an overall total project cost of \$156,338.00. Superintendent recommended approval.

Chairman Searcy called for a motion. Mr. Frost moved approval of the Owner/Contractor Construction Agreement for Wabasso School ADA and Drainage Improvements (SDIRC #13-0-2017JC. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote.

J. Approval of Agreement Form for Construction Contracted Services with Crowther Roofing and Sheet Metal, Inc., for Dodgertown Elementary Roof Replacement – Mr. Morrison

(Deleted)

K. Approval of Agreement Form for Construction Contracted Services with Crowther Roofing and Sheet Metal, Inc., for Rosewood Magnet Roof Replacement – Mr. Morrison

(Deleted)

L. Approval of Agreement Form for Construction Contracted Services with Hamilton Roofing, Inc., for Fellsmere Elementary Roof Replacement – Mr. Morrison

(Deleted)

M. Approval to Provide Security Officer Services at Dodgertown Elementary - Mr. Morrison

The School Board, at its regularly schedule Business Meeting on February 28, 2017, Action E, approved RFP #06-1-2017/JC for security officer services. At that time it was determined that the annual financial impact would not exceed \$50,000. Due to recent break-ins, the Distric requested approval to provide security services at Dodgertown Elementary.

The estimated expenditure through June 30, 2017, was \$16,655.74 for 114 hours per week as per the specifications, terms, and conditions of RFP #06-1-2017/JC. Superintendent recommended approval. Chairman Searcy called for a motion. Mrs. Justice moved approval to provide security officer services at Dodgertown Elementary. Mr. Frost seconded the motion and it carried, with a 4-1 vote. Mrs. Justice, Mrs. Simchick, Mr. Frost, and Chairman Searcy voted in favor of the motion. Mrs. Zorc voted against the motion.

N. Approval to Purchase Replacement White Fleet Vehicles for Various Departments through the Florida Sherriff's Association Cooperative Vehicle Bid FSA16-VEL24.0 and Florida State Contract 25100000-16-1 – Mr. Morrison

(Deleted)

O. Approval to Dispose of Surplus Property – Mr. Morrison

(Deleted)

P. Approval of Economic Opportunities Council of Indian River County, Inc., Head Start Program Agreement Renewal for Citrus Elementary and Indian River Academy Concretable Classrooms - Mr. Morrison

Approval was recommended for the renewal of the Agreement between the School Board of Indian River County and the Economic Opportunities Council of Indian River County, Inc., Head Start Program for the allowance to house three (3) concretable classrooms on School District property: two (2) located at Citrus Elementary School and one (1) located at Indian River Academy. The concretable classrooms were owned, operated, and maintained by the Economic Opportunities Council of Indian River County, Inc. This Agreement was effective beginning April 26, 2017, through June 30, 2022. Superintendent recommended approval.

Chairman Searcy called for a motion. Mrs. Justice moved approval of Economic Opportunities Council of Indian River County, Inc., Head Start Program agreement renewal for Citrus Elementary and Indian River Academy Concretable Classrooms. Mrs. Zorc seconded the motion and it carried unanimously, with a 5-0 vote.

Q. Approval to Increase Purchase Order Authority for Amerigas, CDW Government, LLC, and Indian River State College for Routine Recurring Products and/or Services – Mr. Morrison

The School Board at its regularly scheduled Business Meeting on June 28, 2016, Action Item 3, approved the Superintendent's request for purchase order authority for various vendors that the School District procures routine products and/or services. The Superintendent requested an increase in purchase order authority for the following vendors that were previously approved:

Amerigas, CDW Government, LLC, and Indian River State College. The line item justification for this request by vendor was included in the backup for this item. Superintendent recommended approval. Chairman Searcy called for a motion. Mrs. Justice moved approval to increase purchase order authority for Amerigas, CDW Government, LLC, and Indian River State College for routine recurring products and/or services. Mr. Frost seconded the motion and it carried unanimously, with a 5-0 vote.

R. Approval of Final Acceptance and Final Payment for Florida Power & Light (FP&L) Performance Contracting – Mr. Morrison

Approval was recommended for final acceptance and release of final payment in the amount of \$1,016,683.10 to Florida Power & Light (FP&L) for the Oslo Middle School and Vero Beach High School Performance Contracting Projects. On October 13, 2015, the Board approved the Implementation Services Authorization Agreement for FP&L to perform certain Energy Conservation Methods (ECM's) at Oslo Middle School and Vero Beach High School that included water conservation, chiller replacement, HVAC controls, lighting retrofit, and a new chiller plant building. The final construction cost for these projects totaled \$7,560,664.00. Final acceptance was required, certifying that FP&L had achieved final completion of the ECM's required pursuant to the Implementation Service Authorization Agreement, as well as final acceptance of all equipment. Final payment for this project was brought to the Board for approval in accordance with Florida Statute 1013.50. Final payment would be released to FP&L upon final acceptance by the Board. Superintendent recommended approval.

Chairman Searcy called for a motion. Mrs. Simchick moved approval of final acceptance and final payment for Florida Power & Light (FP&L) performance contracting. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote.

S. Approval of 2016-2017 Collective Bargaining Re-Opener between School District of Indian River County and Indian River County Education Association – Dr. Fritz

On April 10, 2017, the Bargaining Team reached a final, tentative agreement with IRCEA regarding the 2016 re-opener. The parties had reached agreement prior to December 2016 on all issues except insurance. However, with the impasse the insurance rates were imposed, so all the other tentative agreements were voided. Through good faith negotiations, the parties had once again reached agreement. Significant amendments to the Contract and Teacher Evaluation Procedures (TEP) Manual include:

- Agreement to use iReady scores toward grade K-3 evaluations
- Compensating extended contract teachers on a daily rate, rather than percentage rate
- Amending the "recognition" language to reflect those actually represented by IRCEA (removing social workers and adding SLP assistants)

- Adding flexibility to the system for the second formal observation (administrators and teachers can choose either one formal or two informal observations)
 - Language regarding “artifacts” – further evidence teachers provide in response to their observation scores
 - Language regarding job share employees’ receiving pro-rata shares of the benefit contribution
 - Adjustment of the Title I Differentiated Pay amount from pro-rata share to \$420
- IRCEA scheduled a ratification vote for April 24, 2017. Superintendent recommended approval.

Chairman Searcy called for a motion. Mr. Frost moved approval of 2016-2017 Collective Bargaining Re-Opener between School District of Indian River County and Indian River County Education Association. Mrs. Justice seconded the motion and it carried, with a 5-0 vote.

T. Approval of Annual Organization Chart for 2017-2018 – Dr. Rendell

Attached was the proposed 2017-2018 Organizational Chart. Superintendent recommended approval. Chairman Searcy called for a motion. Mrs. Justice moved approval of the Annual Organization Chart for 2017-2018. Mr. Frost seconded the motion and it carried unanimously, with a 5-0 vote.

U. Approval of Job Descriptions for Executive Director of Elementary Programs and Executive Director of Secondary Programs – Dr. Rendell

This request was for approval of job descriptions for Executive Director of Elementary Programs and Executive Director of Secondary Programs. Superintendent recommended approval.

Chairman Searcy called for a motion. Mr. Frost moved approval of job descriptions for Executive Director of Elementary Programs and Executive Director of Secondary Programs. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote.

V. Approval of Appointment to District School Board’s Volunteer Audit Committee – Dr. Rendell

In accordance to School Board Policy 6840 Audit Committee, Mrs. Justice recommended the appointment of Charles J. Gisler, Jr., as her appointee on the Committee. The term for this position was concurrent with the term of the respective Board Member. The Board, as an elected body, would vote on the appointment. Superintendent recommended approval. Chairman Searcy called for a motion.

Mrs. Simchick moved approval of Charles J. Gisler, Jr's., appointment to the District School Board's Volunteer Audit Committee. Mrs. Zorc seconded the motion and it carried unanimously, with a 5-0 vote.

VIII. SUPERINTENDENT'S REPORT

Dr. Rendell noted that the first week in May was Teacher Appreciation Week. He noted that the District would celebrate both the first and second week in May.

IX. DISCUSSION

A. Legislative Update and Process – Mr. Frost

Board Members discussed Legislative Bills and the process for adoption, including the definition of Bill Trains.

B. Conversion of Alternative Education Center and Career into a Technology Center – Mrs. Zorc

Dr. Rendell said that staff would make a presentation to the Board at the May 23 Superintendent Workshop. He said that the conversion would take an entire year to complete.

C. Media Report on Taxpayers' Association Luncheon – Mrs. Justice

Mrs. Justice reported on information that the Superintendent had shared at the Taxpayers' Association Luncheon that was misquoted or misunderstood by the media. Mrs. D'Agresta gave a legal opinion for consideration of any legal action for misquoting or misstating facts as being libelous.

X. SCHOOL BOARD MEMBER MATTERS

Mrs. Justice reported on her attendance at the Sebastian River High School Senior Night, meeting with staff on the budget, United Way efforts, and Moonshot Moment to be held on Wednesday.

Mr. Frost gave a Legislative Session report, MPO (IRC Metropolitan Planning Organization Meeting) Report, and IRC Planning and Zoning Meeting Report.

Mrs. Zorc attended a 10th grade student funeral, Vero Beach High School's Pride of the Tribe, Dodgertown Elementary Breakfast, IRC Bus Hub opening for Go Line, Taxpayers Association meeting, and her last PTA meeting for which she held the position of President. She thanked the PTA and PTO Members for their support. Mrs. Zorc suggested that the community support schools that do not have a PTA or PTO by dropping off cookies, etc., during Teacher Appreciation Week.

XI. INFORMATION AGENDA

A. Financial Report for Month ending February 28, 2017 - Mr. Morrison

Attached were Financial Reports for the month ending February 28, 2017.

XII. SUPERINTENDENT'S CLOSING

Dr. Rendell thanked the Dodgertown Chorus for their outstanding performance at this evening's business meeting and Treasure Coast Elementary Garden Club Students for their gifts.

XIII. ADJOURNMENT – Chairman Searcy

Meeting adjourned at approximately 8:52 p.m.

This Page Intentionally Left Blank

CONSENT AGENDA 5/9/17

Personnel Recommendations

1. Instructional Changes
Hurd, Dawn – Oslo Middle, Teacher, from non-renew to Annual Contract
MacKay, Tia – Treasure Coast, Teacher, from non-renew to Annual Contract
2. Instructional Leaves
Wykoff, Laurie – SRMS, Charter School Leave 8/7/17-5/25/18
3. Instructional Promotions
4. Instructional Transfers
Barth, Elizabeth – transfer from Sebastian Elementary to VBE 1st Grade Teacher 8/7/17
Jaffe, Tiffany – transfer from Glendale to Fellsmere 1st Grade Teacher 8/7/17
Throckmorton, Rachel – transfer from VBE to Rosewood Magnet Primary Teacher 8/7/17
5. Instructional Separations
Coggin, Gary – FLC, retirement, exiting DROP 5/26/17
Cordovano, Christianne – VBE, change resignation date from 5/26/17 to 5/15/17
Miller, Emily – Indian River Academy, resignation 5/26/17
Pfeffer, Kathryn – SRHS, retirement, 1/3/18, pending FRS attestation
Ostrower, Lisa – Rosewood Magnet, retirement 5/26/17, pending FRS attestation
Yontz, Jennifer – Storm Grove Middle, resignation 5/26/17
6. Instructional Employment
Gross, Catlin – Rosewood Magnet, Primary Teacher 8/7/17
Newton, Nicole – Renewed as VBHS, Math Teacher 8/7/17
7. Support Staff Changes
8. Support Staff Leaves
Jean, Linda – FLC, 4/25/17-5/26/17
Lavergne, Sindy – Citrus, 4/17/17-4/28/17
9. Support Staff Promotions
Watson, Karin – VBHS, from Sr. Secretary I to Scheduling Technician 7/3/17
10. Support Staff Transfers
Pinkerton, Evelyn – from Food Service Accounts Payable Clerk to Purchasing Records Specialist 5/10/17
11. Support Staff Separations
Fidgeon, Flynn – Superintendent's Office, resignation 5/12/17
Grant, Michele – Citrus, retirement 5/24/17, pending FRS attestation

- Kovatch, Rebecca – Liberty Magnet, retirement 6/13/17, pending FRS attestation
 Kramer, Sherry – Glendale, retirement, entering DROP 4/21/17
 Saldana, Nancy – Purchasing, change resignation date from 6/1/17 to 4/25/17
 Scarborough, Lauren – Transportation, resignation 4/28/17
Williams, Tina – Citrus, resignation 5/4/17
12. Support Staff Employment
Brauer, Heidi – Wabasso, ESE Teacher Assistant, pending background clearance
Howard, Danielle – Human Resources, Personnel Records Specialist, pending background clearance
Mercer, Jaymie – Information Technology and Assessment, Executive Assistant 5/10/17
13. Administrative Separations
14. Administrative Employment
15. Administrative Promotion
Baysura, Kelly – from Treasure Coast Principal to Curriculum and Instruction, Executive Director of Elementary Education 7/3/17
16. Approval of Placement in Instructional Substitute Pool
 Hawk, Britnie – Substitute Teacher 5/10/17
 Sibley, Zachary – Substitute Teacher 5/10/17
17. Approval of Placement in Support Staff Substitute Pool
18. Summer School Employment
- Positions are contingent upon student enrollment and/or funding.
 - All SDIRC Summer programs and summer employment are contingent upon School Board approval.
 - Once an employee agrees to work for one summer program, he/she will not be eligible to work for another summer program if the dates of the program conflicts.
 - Employment in all 2017 SDIRC Summer School Programs is contingent upon renewal of the employee's contract for the 2017-18 school year.

Instructional Summer School Employment

Alderton, Jennifer - Treasure Coast, Literacy in the Lagoon and Literacy in Motion, Teacher
 Bakhuizen, Elizabeth – Pelican Island Summer School Teacher
 Barrett, Kenneth – ESE Extended School Year, Teacher
 Brown, Shannon – ESE Extended School Year, Teacher
Dickens, Daniel – High School Summer School Teacher

Eure, Theresa - Treasure Coast, Literacy in the Lagoon and Literacy in Motion, Teacher

Fielder, Vickie - ESE Extended School Year, Teacher

Honey, Cynthia – Treasure Coast, Literacy in the Lagoon and Literacy in Motion, Teacher

Howle, Carlene - Treasure Coast, Literacy in the Lagoon and Literacy in Motion, Teacher

Hussain, Rizwana – Title I Summer Enrichment, Teacher Assistant

Lieberman, Beth Ann - Treasure Coast, Literacy in the Lagoon and Literacy in Motion, Teacher

Mackay, Tia - Treasure Coast, Literacy in the Lagoon and Literacy in Motion, Teacher

Mackay, William - Treasure Coast, Literacy in the Lagoon and Literacy in Motion, Teacher

Marsiglia, Lillian – Pelican Island Summer School Teacher

Neely, Lauren – ESE Extended School Year, Teacher

Nordemar, Ingrid – ESE Extended School Year, Teacher

Perry, Tyrone - ESE Extended School Year, Teacher

Ramos, Stacy - Treasure Coast, Literacy in the Lagoon and Literacy in Motion, Teacher

Rusin, Suzanne - Treasure Coast, Literacy in the Lagoon and Literacy in Motion, Teacher

Singewald, Jessica – Treasure Coast 3rd Grade Reading Program Teacher

Smith, Debbie - Treasure Coast, Literacy in the Lagoon and Literacy in Motion, Teacher

Taylor, Carol - ESE Extended School Year, Teacher

Webster, Jena - Treasure Coast, Literacy in the Lagoon and Literacy in Motion, Teacher

Whalen, Judith – ESE Extended School Year, Teacher

Instructional Summer School Resignations

Klock, Jennifer – Title I Summer Program, resignation

Sleeper, Melissa – Title I Summer Program, resignation

Support Staff Summer School Employment

Bilyeu, Matthew – Pelican Island Summer School, Teacher Assistant

Clark, Sheila – Wabasso Summer School, Health Assistant

Henry, Beverly – Summer School, Food Service Worker

Maines, Sanquenetta – ESE Extended School Year, Teacher Assistant

Newstedt, Donna – Summer School, Food Service Worker

Odom, Randy – ESE Extended School Year, Teacher Assistant

Riskin, Kimberly - ESE Extended School Year, Teacher Assistant

Tory, RhonDonnette – SRMS Summer School, Teacher Assistant

Weaver, Wendy - ESE Extended School Year, Teacher Assistant

Williams, Andrea – ESE Extended School Year, Teacher Assistant
Zakarian, Jackie – ESE Extended School Year, Teacher Assistant

19. Attached is a revised Job Description for the position of Resource Specialist.
20. Attached is a revised Job Description changing the title from Student Support Specialist to Behavior Intervention (Specialist).
21. Attached is a new Job Description for the position of Director of Federal Programs.

SCHOOL DISTRICT OF INDIAN RIVER COUNTY

RESOURCE SPECIALIST

JOB DESCRIPTION

QUALIFICATIONS:

- (1) Bachelor's degree from an accredited educational institution.
- (2) Master's degree preferred.
- (3) Valid Florida certification in an area of Exceptional Student Education or related area.
- (4) Five (5) years successful experience in education.
- (5) Experience teaching in exceptional student education preferred.
- (6) Must meet the No Child Left Behind Act regulations and requirements.
- (7) (7) Satisfactory criminal background check and drug screening.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of federal and state laws, State Board of Education rules, and School board policies applicable to assigned responsibilities. Knowledge of exceptional student education procedures. Ability to communicate effectively orally and in writing. Ability to use technology to support assigned duties. Technical knowledge specific to assigned area. Ability to work cooperatively with others. Knowledge and demonstration of Florida Teacher Accomplished Practices and Florida Teacher Competencies.

REPORTS TO:

~~Executive Director of Exceptional Student Education and Student Services~~ Principal

JOB GOAL

To assist schools in providing ~~to provide~~ appropriate educational services to exceptional students and to comply with state and federal requirements.

SUPERVISES:

N/A

PERFORMANCE RESPONSIBILITIES:

Service Delivery

- *(1) Participate in the planning, implementation, and evaluation of Exceptional Student Education (ESE) programs.
- *(2) Manage the tasks specific to the assignment as provided by immediate supervisor.
- *(3) Coordinate assigned programs or service areas and ensure compliance with federal, state, and district requirements.
- *(4) Serve as a resource to school staff and parents.
- *(5) Develop guides and other support materials needed by assigned programs or service area.
Develop or assist in the development of grants or proposals related to assignment.
- *(6) Provide oversight to ensure successful implementation of activities.
- *(7) Demonstrate initiative in the performance of assigned responsibilities.
- *(8)

RESOURCE SPECIALIST (Continued)**Inter/Intra-Agency Communication and Delivery**

- *(9) Serve as liaison to outside agencies related to assigned programs or services.
- *(10) Provide technical support and expertise to school and district personnel.
- *(11) Coordinate articulation meetings when students move to another school.
- *(12) Coordinate ESE staffings.
- *(13) Coordinate the use of ESE forms.
- *(14) Exercise a service orientation when working with others.
- *(15) Respond to inquiries and concerns in a timely manner.
- *(16) Keep supervisor informed of potential problems or unusual events.
- *(17) Serve on district committees as assigned or appropriate.
- *(18) Use effective, positive interpersonal communication skills.
- *(19) Serve as the liaison between the school and the district ESE staff.
- *(20) Provide information to the transportation department related to transportation for ESE students.
- *(21) Work closely with district and school staffs to support school improvement initiatives and processes.

Professional Growth and Improvement

- *(22) Maintain expertise in assigned areas to fulfill position goals and objectives.
- *(23) Facilitate the development, implementation and evaluation of staff development activities for staff members.
- *(24) Conduct training for ESE and other teachers.
- *(25) Attend training sessions, conferences and workshops as assigned or appropriate to keep abreast of current practices, programs and legal issues.
- *(26) Participate in cross-training activities as required.

Systemic Functions

- *(27) Recommend improvements for policies or procedures related to assignment.
- *(28) Prepare or assist in the preparation of all required reports and maintain all appropriate records.
- *(29) Follow federal and state laws, as well as School Board policies.
- *(30) Represent the district in a positive and professional manner.
- *(31) Demonstrate support for the school district and its goals and priorities.
- *(32) Ensure adherence to good safety standards.
- *(33) Assist in interpreting statutes, Department of Education rules, and programs, policies and procedures of the district as they relate to assigned responsibilities. **Leadership**

and Strategic Orientation

- *(34) Participate in cooperative long-range planning with departments and schools.
- *(35) Assist in implementing the district's goals and strategic commitment.
- *(36) Exercise proactive leadership in promoting the vision and mission of the district.

- *(37) Set high standards and expectations and promote professional growth for self and others.
- *(38) Follow attendance, punctuality and other qualities of an appropriate work ethic.
- *(39) Maintain confidentiality regarding school/workplace matters.
- *(40) Utilize appropriate strategies and problem-solving tools to make decisions regarding planning, utilization of funds, delivery of services and evaluation of services provided.
- *(41) Demonstrate initiative in identifying potential problems or opportunities for improvement and take appropriate action.

©EMCS

RESOURCE SPECIALIST (Continued)

- *(42) Use appropriate styles and methods to motivate, gain commitment and facilitate task accomplishment.
Perform other tasks consistent with the goals and objectives of this position.

*Essential Performance Responsibilities

PHYSICAL REQUIREMENTS:

Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

Job Description Supplement 03

TERMS OF EMPLOYMENT:

Instructional

Pay Grade

196 days worked per year (10 months)

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

EMCS

SCHOOL DISTRICT OF INDIAN RIVER COUNTY

STUDENT SUPPORT SPECIALIST

Behavior Intervention (Specialist)

JOB DESCRIPTION

QUALIFICATIONS:

- ~~(1) — Bachelor's degree in exceptional student education, behavior analysis, psychology, social work, counseling or related field from an accredited educational institution and valid certification as a Board Certified Assistant Behavior Analyst (BCaBA) or~~
- ~~—— Master's degree in exceptional education, behavior analysis, psychology, social work, counseling or related field from an accredited educational institution and agreement to obtain certification as a Board Certified Behavior Analyst or Board Certified Assistant Behavior Analyst (BCBA/BCaBA), within four(4) years of hire.~~
- ~~(2)(1) Teaching experience preferred.~~
- ~~(2) Satisfactory criminal background check and drug screening.~~
- ~~(3) A minimum of three (3) years teaching experience preferred.~~
- ~~(3)(4) Experience in effectively supporting the social-emotional learning and behavioral needs of students.~~

KNOWLEDGE, SKILLS AND ABILITIES:

Familiarity with ~~students~~social-emotional learning, tiered behavioral programming and intervention support services programs. Knowledge of current research, trends and best practices related to assignment. Knowledge of applicable laws. Ability to communicate effectively orally and in writing. Ability to work effectively within the school setting with students, staff and families.

REPORTS TO:

Executive Director of Student Services and Exceptional Student Education and/or Designee
-Principal

JOB GOAL

To provide leadership and support in the development and delivery of ~~the continuum of~~ services to address the social, emotional and behavioral learning and needs of students across Tiers I, II, and III.

SUPERVISES:

N/A

PERFORMANCE RESPONSIBILITIES:

Service Delivery

- ~~*(1) Provide leadership in Develop, implement, and monitor tiered interventions to support the social-emotional and behavioral needs of students. program development and implementation.~~
- *(2) Provide guidance for parents, teachers, and school staff in the implementation of Tier II and III behavioral intervention plans.
~~Conducting behavioral assessments and develop Tier 2 and Tier 3 behavior plans.~~
~~Training and support for teachers and parents in the area of behavioral programing.~~
- ~~*(3) Co-chair and/or~~
*(3) Participate in MTSS Multi-Tiered system of Support Individual Problem Solving Team meetings.
- *(4) Conduct Functional Behavior Assessments (FBA) ,develop Behavior Intervention Plans (BIP), and support the implementation of plans in the classroom.
- *(5) Site coordinator for Section 504, including eligibility determination, development, notification and implementation of accommodation plan.
- *(6) Lead or co-support crisis management for school based incidents, including but not limited to death, injury, restraint, and suicide risk. Complete necessary documentation.
- *(7) Develop, monitor and implement behavior goals for Individual Education Plans (IEP's).
Support the implementation of behavioral goals in the classroom as needed.
~~Plan and implement inservice training for school based personnel.~~
- *(8) Share behavioral data and collaborate with school and district staff for continuous improvement of the school climate and culture.
~~Coordinate and maintain student records, policies and procedures.~~

©EMCS

Board Approved: 4/25/06

182

STUDENT SUPPORT SPECIALIST (Continued)

- *(10) ~~Complete attentional packets, Supplemental Security Income, and Medicaid documentation for identified students.~~

- *(11) Demonstrate initiative in the performance of assigned responsibilities.

Employee Qualities/Responsibilities

- *(12) Assist in implementing the district's goals and strategic commitment.
- *(13) Use appropriate styles and methods to motivate, gain commitment and facilitate task accomplishment.
- *(14) Follow attendance, punctuality and other qualities of an appropriate work ethic.
- *(15) Ensure adherence to good safety standards.
- *(16) Maintain confidentiality regarding school/workplace matters.

Inter/Intra-Agency Communication and Delivery

- *(17) Work cooperatively with the ESE Director and Executive Director of Student Services & Exceptional Student Education.
- *(18) ~~Coordinate with other departments in the district including Curriculum and Instruction and Information Resources.~~

- *(19) Interact with parents, outside agencies, business and community to enhance the understanding of district initiatives and priorities and to elicit support and assistance.
- *(20) Keep principal, Executive Director of Student Services & Exceptional Student Education and Exceptional Student Education Director ~~supervisor~~ informed of potential problems or unusual events.
- *(21) Serve on district, state or community councils or committees as assigned or appropriate.
- *(22) Work closely with district and school staffs to support school improvement initiatives and processes.
- *(23) Attend training sessions, conferences and workshops as assigned or appropriate to keep abreast of current practices, programs and legal issues.
- *(24) Respond to inquiries and concerns in a timely manner.
- *(25) Serve on school/district committees as required or appropriate.

System Support

- *(26) Represent the district in a positive and professional manner.
- *(27) Prepare or oversee the preparation of all required reports and maintain all appropriate records.
- *(28) Demonstrate initiative in identifying potential problems or opportunities for improvement and take appropriate action.
Perform other tasks consistent with the goals and objectives of this position.

*Essential Performance Responsibilities

PHYSICAL REQUIREMENTS:

Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently and/or up to 10 pounds of force as needed to move objects. Job Description Supplement 04

TERMS OF EMPLOYMENT:

Professional Technical Grade C 196 day Contract (10 months) FLSA Exempt

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

©EMCS

SCHOOL DISTRICT OF INDIAN RIVER COUNTY

DIRECTOR OF FEDERAL PROGRAMS

JOB DESCRIPTION

QUALIFICATIONS:

- (1) Master's degree in Education from an accredited educational institution.
- (2) Valid Florida certification in Educational Leadership, Administration and Supervision or School Principal
- (3) Five (5) years successful teaching or administrative experience.
- (4) Minimum of three (3) years successful experience in federal grants management.
- (5) Satisfactory criminal background check and drug screening.

KNOWLEDGE, SKILLS AND ABILITIES:

Ability to communicate effectively, both orally and in writing. Ability to make presentations to a variety of audiences. Ability to work collaboratively with others. Ability to interact effectively with a variety of people. Ability to analyze, interpret, and use data in decision making. Ability to make decisions based on relevant information. Ability to interpret test results and develop instructional programs to address program needs. Ability to plan, organize and establish priorities. Ability to use current technology in administration and instruction. Knowledge of current trends, research and best practices in curriculum and instruction. Knowledge of learning theory, program planning, curriculum development, and management of instructional programs. Knowledge of national, state and district educational goals and standards. Ability to read, interpret and implement State Board of Education rules, School Board policies, and appropriate federal and state statutes.

REPORTS TO: Assistant Superintendent of Curriculum and Instruction

JOB GOAL

To provide leadership in meeting federal and state mandates as well as developing, supporting, implementing and monitoring quality programs established through the Every Student Succeeds Act (ESSA).

SUPERVISES:

Instructional and Support Personnel

PERFORMANCE RESPONSIBILITIES:

Service Delivery

- *(1) Coordinate the development, implementation and evaluation of the following federally funded programs:
- Title I, Part A: Academic Achievement of Disadvantaged
 - Title I, Part C: Migrant
 - Title II, Part A: Teacher and Principal Recruiting Fund
 - Title III: English Language Learners (ELL)

Board Approved: 04/24/12
06/24/14

COORDINATOR OF FEDERAL PROGRAMS

- Title VII-B: McKinney-Vento Homeless Assistance Act
- * (2) Prepare and submit annual grants, budgets, and amendments for each program
- * (3) Prepare and submit all required federal and state reports
- * (4)
- * (5) Implement the program requirements of the Elementary and Secondary Education Act (ESEA), as well as other federal and state statutes.
- * (6) Ensure that educational programs are modeled after best practices.
- * (7) Assist in the development of curriculum and learning activities to achieve district goals and state standards.
- * (8) Assist in the development of administrative guidelines for programs serving at risk students.
- * (9) Monitor test results and provide assistance to improve student performance.
- * (10) Coordinate program audits for assigned programs.
- * (11) Supervise the maintenance of a current property inventory for each program.

Inter/Intra-Agency Communication and Delivery

- * (12) Coordinate program planning to involve district and school personnel, community representatives and students when appropriate.
- * (13) Collaborate with schools and district personnel to facilitate continuing systemic improvement in student performance.
- * (14) Maintain a close working relationship with school administrators and personnel to ensure articulation of programs and services.
- * (15) Interact with parents, outside agencies, businesses and the community to enhance the understanding of district initiatives and priorities.
- * (16) Assist in the interpretation of programs, philosophy and policies of the district to staff, students and the community.
- * (17) Consult with business and community groups on educational and training needs.
- * (18) Keep the supervisor informed of potential problems or unusual events.
- * (19) Provide information and advice to the supervisor regarding the effective and efficient operation of federally funded programs.
- * (20) Serve as a liaison with the state Department of Education.
- * (21) Use effective positive interpersonal communication skills.

Professional Growth and Improvement

- * (22) Keep informed and disseminate information about current research, trends and best practices in education.
- * (23) Maintain expertise in assigned areas to fulfill position goals and objectives.
- * (24) Attend training sessions, conferences and workshops to keep abreast of current practices, programs and legal issues.
- * (25) Assist in the development, implementation and evaluation of staff development activities.
- * (26) Coach and/or mentor staff.

Systemic Functions

©EMCS

Board Approved: 04/24/12
06/24/14

COORDINATOR OF FEDERAL PROGRAMS

- *(27) Promote the vision and mission of the district.
- *(28) Assist in implementing the district's goals and strategic commitment.
- *(29) Develop annual goals and objectives consistent with and in support of district goals and priorities.
- *(30) Prepare or oversee the preparation of all required reports and maintain appropriate records.
- *(31) Develop and manage budgets as required.
- *(32) Serve on district, state or community councils or committees as assigned or appropriate.
- *(33) Represent the district in a positive and professional manner.
- *(34) Supervise assigned personnel, provide assistance, conduct annual performance appraisals and make recommendations for appropriate employment actions.
- *(35) Model and maintain high standards of professional conduct.

Leadership and Strategic Orientation

- *(36) Utilize appropriate strategies and problem-solving tools to make decisions concerning planning, utilization of funds, delivery of services and evaluation of services provided.
- *(37) Assist school personnel to identify program needs and to select appropriate materials and equipment.
- *(38) Assist school personnel in initiating and implementing new programs.
- *(39) Use appropriate styles and methods to motivate, gain commitment and facilitate task accomplishment.
- *(40) Perform other tasks consistent with the goals and objectives of this position.

*Essential Performance Responsibilities

PHYSICAL REQUIREMENTS:

Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

Job Description Supplement 11

TERMS OF EMPLOYMENT:

Administrative Pay Grade VII 250 days worked per year (12 months)

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

This Page Intentionally Left Blank



TREASURE COAST COUNCIL OF LOCAL GOVERNMENTS

COUNTIES

Indian River
Martin
Okeechobee
St. Lucie

CITIES

Fellsmere
Ft. Pierce
Okeechobee
Port St. Lucie
Sebastian
Stuart
Vero Beach

TOWNS

Jupiter Island
Indian River
Shores
Sewall's Point
St. Lucie
Village

SCHOOL BOARDS

Indian River
County
Martin County
St. Lucie
County

MEMBERSHIP RENEWAL NOTICE

Annual Membership January 1, 2017 through December 31, 2017

Please help us keep our records up to date by completing the following:

Name: _____ Title: _____
Organization: _____
Address: _____ County: _____
City/State _____ Zip: _____
Business/Office Phone: _____ Business/Office Fax: _____
Home/Phone: _____ Email: _____

Annual Membership Dues: \$200.00

Make the check payable to:
Treasure Coast Council of Local Governments

Please return this form with your payment to:
Dowling R. Watford, Jr., Treasurer
701 Northeast 5th Street
Okeechobee, Florida 34972

www.treasurecoastcouncil.org

This Page Intentionally Left Blank

APR 20 2017



VERO BEACH HIGH SCHOOL

1707 16th Street, Vero Beach, Florida 32960

Mr. Shawn O'Keefe, Principal

April 17, 2017

Dr. Mark J. Rendell, Superintendent
School Board Members
Indian River County School District
1990 25th Street

RE: SDIRC Board Rule 7.17

Vero Beach High School would like to request approval for a donation of a complete set of Calaway golf clubs, valued at \$1,000 that our school received from Dacien Mullen, 1299 Scarlet Oak Circle, Vero Beach, FL 32966.

The golf clubs will be used by our school's golf team.

Very truly yours,



Shawn O'Keefe



VBHS Main Campus
Telephone: (772) 564-5600
Fax: (772) 564-5553

Freshman Learning Center
Telephone: (772) 564-5800
Fax: (772) 564-5679

" It's Great To Be A Fighting Indian! "

School District of Indian River County



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

Date: April 18, 2017
To: Carter Morrison
From: Megan Kendrick
Regarding: *Request for Approval of Donation*

A donation of \$1,000.00 was received from Gould Cooksey Fennell, P.A.. The donation will be used to sponsor the Professional Development Department's attendance at the Buck Institute for Education's Project Based Learning Conference this June.

These funds were deposited into the District Office internal funds account entitled Professional Development.

Please forward this request for review and approval as appropriate.

Megan Kendrick, Coordinator; Professional Development



"Educate and inspire every student to be successful"

Shawn R. Frost • Dale Simchick • Laura Zorc • Charles G. Searcy • Tiffany M. Justice
District 1 District 2 District 3 District 4 District 5

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

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

April 11, 2017


To: School Board Members

From: Letitia Whitfield-Hart

Re: Request for Approval of Donation

A donation of \$1,000 was received from the George E. Warren Corporation. The funds are to be used to support the Academic Games trip to the National Competition being held in Wheeling, West Virginia.

These funds were deposited into the Sebastian Elementary internal funds account entitled Academic Games.



Letitia Whitfield-Hart



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

This Page Intentionally Left Blank

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

**SCHOOL DISTRICT OF INDIAN RIVER COUNTY
AMENDMENT No. 2
Special Revenue - Other**

ESTIMATED REVENUE					
	Revenue Code	Present Budget	Increase	Decrease	Revised Budget
Vocational Education Acts (Carl Perkins)	3201	179,995.82	5,878.00	0.00	185,873.82
Workforce Innovation & Opportunity Act (Adult Ed)	3220	161,885.00	0.00	0.00	161,885.00
Teacher/Principal Train/Recruit (Title II)	3225	842,838.51	504.11	0.00	843,342.62
Individuals with Disabilities Education Act (IDEA)	3230	3,842,526.10	6,877.71	0.00	3,849,403.81
Title I	3240	4,712,468.17	145,226.96	0.00	4,857,695.13
21st. Century Schools	3242	555,287.89	0.00	0.00	555,287.89
Federal Through Local	3280	43,552.00	35,797.42	0.00	79,349.42
Other Federal Through State	3290	0.00	0.00	0.00	0.00
Emergency Immigrant Education Program (Title III)	3293	125,987.00	0.00	0.24	125,986.76
Totals		10,464,540.49	194,284.20	0.24	10,658,824.45
APPROPRIATIONS					
	Function	Present Budget	Increase	Decrease	Revised Budget
Instructional Services	5000	5,167,218.72	0.00	232,111.04	4,935,107.68
Pupil Personnel Services	6100	1,218,079.35	15,898.90	0.00	1,233,978.25
Instructional & Curriculum Development	6300	1,953,780.35	276,158.27	0.00	2,229,938.62
Instructional Staff Training	6400	940,497.00	139,316.59	0.00	1,079,813.59
Instructional Related Technology	6500	0.00	0.00	0.00	0.00
General Administration	7200	522,417.99	4,597.04	0.00	527,015.03
School Administration	7300	8,609.00	0.00	0.00	8,609.00
Transportation Services	7800	132,120.12	0.00	9,575.80	122,544.32
Community Services	9100	521,817.96	0.00	0.00	521,817.96
Totals		10,464,540.49	435,970.80	241,686.84	10,658,824.45

Adopted By Board: _____ May 9, 2017

District Superintendent's Signature

Special Revenue Other - Amendment # 2

ESTIMATED REVENUES:

Total estimated revenues increased by \$194,283.96 for the months of November 1, 2016 through March 31, 2017

Object Code 3201 - Vocational Education Acts (Carl Perkins)

\$ 5,878.00 - Increase estimated revenue for 2016-17 Carl Perkins Grant per Project Award Notification (PAN) dated 3/23/17.
\$ 5,878.00

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

\$ 504.11 - Increase estimated revenue for 2016-17 Teacher/Principal Train/Recruit, Title II per Project Award Notification (PAN) dated 1/9/17
\$ 504.11

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

\$ 1,500.00 - Increase estimated revenue for 2016-17 Budget Adoption Project 10-Connect.
\$ 5,377.71 - Increase estimated revenue for 2016-2017 Individuals with Disabilities Education Act (IDEA)-Preschool per Project Award Notification (PAN) dated 2/8/17
\$ 6,877.71

Object Code 3240 - Title I

\$ 120,368.00 - Increase estimated revenue for 2016-2017 Budget Adoption, Title I, School Improvement Initiative per Project Award Notification dated 12/1/16
\$ 50,005.00 - Increase estimated revenue for 2016-2017 Budget Adoption, Title I, Basic per Project Award Notification (PAN) dated 11/10/16
\$ (20,307.04) - Decrease estimated revenue for 2016-2017 Title 1, Basic - per Certified rollforward letter dated: 12/28/16
\$ (4,839.00) - Decrease estimated revenue for 2016-2017 Title 1, School Improvement Initiative, Project Award Notification (PAN) dated 3/14/17
\$ 145,226.96

Object Code 3280 - Federal Through Local

\$ 151.13 - Increase estimated revenue for 2016-2017 SEDNET E/BD Contacts Mini Grant
\$ 31,480.00 - Increase estimated revenue for 2016-2017 TPCA Grant
\$ 4,166.29 - Increase estimated revenue for 2016-2017 FDLRS Grant
\$ 35,797.42

Object Code 3293 - Emergency Immigrant Education Program (Title III)

\$ (0.24) - Decrease estimated revenue for 2016-2017 Title III Migrant, Project Award Notification (PAN) dated 12/1/16
\$ (0.24)

\$ 194,283.96 Total net change in estimated revenue for the period November 1, 2016 - March 31, 2017

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 March 31, 2017

SURPLUS PROPERTY RECORDS RCY
EQUIPMENT TO RECYCLE - REVENUE GENERATING

ASSET	DESCRIPTION 1	DESCRIPTION 2	ACCOUNT ORIG VAL	ACCUM DEPR	CURR VAL	GL	FUND	SERIAL	ACQ	ACQ DATE	P.O.	CNTR	BDG	ROOM	DP
00066139	SINK	2 COMPARTMENT	1,881.00	1,881.00	.00	1340	530	N/A		10/29/1993	31817	9999	00	RCY4	FS
00076117	COMPO ARMADA E5	PIII 700MHZ	2,145.00	2,145.00	.00	1383	530	3J13FMZ183E4		05/31/2001	00109457	9999	00	RCY4	
00076118	COMPO ARMADA E5	PIII 700MHZ	2,145.00	2,145.00	.00	1383	530	3J13FMZ18351		05/31/2001	00109457	9999	00	RCY4	
00076844	DELL LATITUDE	C600 PIII 850MH	1,660.00	1,660.00	.00	1383	530	8YWJV01		09/24/2001	00203166	9999	00	RCY4	
00077099	DELL LAT. C500	CELERON, 800MHZ	1,410.00	1,410.00	.00	1383	542	8Z16Z01		11/09/2001	00205073	9999	00	RCY4	
00077100	DELL LAT. C500	CELERON, 800MHZ	1,410.00	1,410.00	.00	1383	542	3026Z01		11/09/2001	00205073	9999	00	RCY4	
00077101	DELL LAT. C500	CELERON, 800MHZ	1,410.00	1,410.00	.00	1383	542	9PY6Z01		11/19/2001	00205073	9999	00	RCY4	
00077102	DELL LAT. C500	CELERON, 800MHZ	1,410.00	1,410.00	.00	1383	542	HPY6Z01		11/19/2001	00205073	9999	00	RCY4	
00077103	DELL LAT. C500	CELERON, 800MHZ	1,410.00	1,410.00	.00	1383	542	JQY6Z01		11/19/2001	00205073	9999	00	RCY4	
00077104	DELL LAT. C500	CELERON, 800MHZ	1,410.00	1,410.00	.00	1383	542	BRV6Z01		11/19/2001	00205073	9999	00	RCY4	
00077105	DELL LAT. C500	CELERON, 800MHZ	1,410.00	1,410.00	.00	1383	542	4SY6Z01		11/19/2001	00205073	9999	00	RCY4	
00077106	DELL LAT. C500	CELERON, 800MHZ	1,410.00	1,410.00	.00	1383	542	GSY6Z01		11/19/2001	00205073	9999	00	RCY4	
00077107	DELL LAT. C500	CELERON, 800MHZ	1,410.00	1,410.00	.00	1383	542	DTY6Z01		11/19/2001	00205073	9999	00	RCY4	
00077108	DELL LAT. C500	CELERON, 800MHZ	1,410.00	1,410.00	.00	1383	542	9VY6Z01		11/19/2001	00205073	9999	00	RCY4	
00077109	DELL LAT. C500	CELERON, 800MHZ	1,410.00	1,410.00	.00	1383	542	JVY6Z01		11/19/2001	00205073	9999	00	RCY4	
00077110	DELL LAT. C500	CELERON, 800MHZ	1,410.00	1,410.00	.00	1383	542	CWY6Z01		11/19/2001	00205073	9999	00	RCY4	
00077111	DELL LAT. C500	CELERON, 800MHZ	1,410.00	1,410.00	.00	1383	542	7XY6Z01		11/19/2001	00205073	9999	00	RCY4	
00077113	DELL LAT. C500	CELERON, 800MHZ	1,410.00	1,410.00	.00	1383	542	DYY6Z01		11/19/2001	00205073	9999	00	RCY4	
00077114	DELL LAT. C500	CELERON, 800MHZ	1,410.00	1,410.00	.00	1383	542	6ZY6Z01		11/19/2001	00205073	9999	00	RCY4	
00077115	DELL LAT. C500	CELERON, 800MHZ	1,410.00	1,410.00	.00	1383	542	10Z6Z01		11/19/2001	00205073	9999	00	RCY4	
00077116	DELL LAT. C500	CELERON, 800MHZ	1,410.00	1,410.00	.00	1383	542	J0Z6Z01		11/19/2001	00205073	9999	00	RCY4	
00077117	DELL LAT. C500	CELERON, 800MHZ	1,410.00	1,410.00	.00	1383	542	8NZ6Z01		11/19/2001	00205073	9999	00	RCY4	
00077118	DELL LAT. C500	CELERON, 800MHZ	1,410.00	1,410.00	.00	1383	542	1PZ6Z01		11/19/2001	00205073	9999	00	RCY4	
00077119	DELL LAT. C500	CELERON, 800MHZ	1,410.00	1,410.00	.00	1383	542	BPZ6Z01		11/19/2001	00205073	9999	00	RCY4	
00077120	DELL LAT. C500	CELERON, 800MHZ	1,410.00	1,410.00	.00	1383	542	3QZ6Z01		11/19/2001	00205073	9999	00	RCY4	
00077121	DELL LAT. C500	CELERON, 800MHZ	1,410.00	1,410.00	.00	1383	542	9QZ6Z01		11/19/2001	00205073	9999	00	RCY4	
00077122	DELL LAT. C500	CELERON, 800MHZ	1,410.00	1,410.00	.00	1383	542	JQZ6Z01		11/19/2001	00205073	9999	00	RCY4	
00077125	DATAMATION 16	PC SECURITY CAR	1,665.00	1,665.00	.00	1383	542			11/19/2001	00205073	9999	00	RCY4	
00077126	DATAMATION 16	PC SECURITY CAR	1,665.00	1,665.00	.00	1383	542			11/19/2001	00205073	9999	00	RCY4	
00078483	DELL LAT. C610	PENT.III,1.0GHZ	1,610.00	1,610.00	.00	1383	530	G7ZQF11		08/14/2002	00301380	9999	00	RCY4	
00079704	SMARTBOARD 72"	W/SOFTWARE	1,499.00	1,499.00	.00	1383	530	NONE VISIBLE		02/10/2003	00306449	9999	00	RCY4	
00081072	DELL 3300MP PRO	RS EILEEN RE	1,539.80	1,539.80	.00	1383	542	C277F41		04/12/2004	00408602	9999	00	RCY4	ES
00081074	DELL 3300MP PRO		1,539.80	1,539.80	.00	1383	542	B277F41		04/12/2004	00408602	9999	00	RCY4	ES
00081827	DELL LATITUDE D	XGA ENGLISH FLA	1,785.61	1,785.61	.00	1383	530	HQZTR61		02/22/2005	00505772	9999	00	RCY4	
00082542	XP PROFESSIONAL	LAPTOP FOR-GILL	1,150.00	1,150.00	.00	1383	530	206R891		04/10/2006	00606516	9999	00	RCY4	
00082709	ESQ MOTION SLAT	HARDTOP KEYBOAR	2,615.00	2,615.00	.00	1383	530	00153203-M1600		05/08/2006	00608136	9999	00	RCY4	
00083784	INTEL CORE DUO	COMPUTER W/ DVD	1,140.00	1,140.00	.00	1383	530	CND6490085		02/20/2007	00705875	9999	00	RCY4	
00083785	NC6400 INTEL CO	COMPUTER W/DVD/	1,140.00	1,140.00	.00	1383	530	CND6490FRS		02/20/2007	00705875	9999	00	RCY4	
00083934	INTEL CORE DUO	CESSOR T2400 51	1,140.00	1,140.00	.00	1383	530	CND7100L4H		04/23/2007	00707871	9999	00	RCY4	
00083957	LAPTOP INTEL/CO	ESSOR T2400 1.8	1,215.00	1,215.00	.00	1383	530	CNU7131DFV		04/30/2007	00707592	9999	00	RCY4	
00084347	STEAMER-CLEVELA		7,613.00	7,613.00	.00	1340	530	00202-07B-03		06/30/2007	00705724	9999	00	RCY4	FS
00084745	EARLY CHILDHOOD	17"TOUCH N'PLAY	2,619.75	2,619.75	.00	1383	530	08-182-3		04/21/2008	00807878	9999	00	RCY4	
00085810	DISPOSER COMPAC	W/CONTROL PANEL	2,630.00	2,630.00	.00	1340	530	N/A INSTALLED		03/16/2009	00904092	9999	00	RCY4	FS
00085890	ACAD FILEMAKER	SOFTWARE TO IMP	3,712.98	3,712.98	.00	1382	530	N/A		02/27/2009	00905746	9999	00	RCY4	
00085941	MOTION COMPUTIN	W/VIEW ANYWHERE	2,321.53	2,321.53	.00	1383	530	00297885-LE1700		06/30/2009	00907802	9999	00	RCY4	
00086241	BUFFALO TERASta	2 RACK MOUNT 4T	1,290.80	1,290.80	.00	1340	530	95821690601082		09/18/2009	01001324	9999	00	RCY4	
00086638	HP-30 NOTEBOOK	CHARGING CART F	1,439.00	1,010.73	428.27	1383	543	SCV1210010		08/12/2011	01105554	9999	00	RCY4	
00086639	HP-30 NOTEBOOK	CHARGING CART F	1,439.00	1,010.73	428.27	1383	543	SCV126001K		08/12/2011	01105554	9999	00	RCY4	
00086640	HP-30 NOTEBOOK	CHARGING CART F	1,439.00	1,010.73	428.27	1383	543	SCV119002H		08/12/2011	01105554	9999	00	RCY4	

* = ACCOUNT AND BASE ORIGINAL VALUES DIFFER

ASSET SUMMARY
SURPLUS PROPERTY RECORDS RCY
EQUIPMENT TO RECYCLE - REVENUE GENERATING

ASSET	DESCRIPTION 1	DESCRIPTION 2	ACCOUNT ORIG VAL	ACCUM DEPR	CURR VAL	GL	FUND	SERIAL	ACQ	ACQ DATE	P.O.	CNTR	BDG	ROOM	DP
00086642	HP-30 NOTEBOOK	CHARGING CART F	1,439.00	1,010.73	428.27	1383	543	SCV119004Q		08/12/2011	011				
00086643	HP-30 NOTEBOOK	CHARGING CART F	1,439.00	1,010.73	428.27	1383	543	SCV119004M		08/12/2011	01105554	9999	00	RCY4	
	TOTAL	51 RECORDS	87,348.27	85,206.92	2,141.35										

* = ACCOUNT AND BASE ORIGINAL VALUES DIFFER

School District of Indian River County
SURPLUS REMOVAL REQUEST/TRANSFER FORM

RY-4

Requesting Facility: 0157 Dade County

Transfer To Facility: SURPLUS

Requesting Person: DAVIDSON

Contact Person: Mike Reminger

Property Records
Office use only

Property Record #	Item Description (make/model)	Serial #	Condition	Property Records Office use only
✓ 00077116	DELL LAT C500	50Z6701	obsolete	
✓ 77117	" " "	8NZ6701	obsolete	
✓ 77118	" " "	1DZ6701	obsolete	
✓ 77119	" " "	BDZ6701	obsolete	
✓ 77120	" " "	3GZ6701	obsolete	
✓ 77121	" " "	9GZ6701	obsolete	
✓ 77122	" " "	5GZ6701	obsolete	
✓ 86638	HP 30 NOTEBOOK CHARGING CAB	T SV1210610	obsolete	
✓ 82709	MOTION COMPUTING	00153203-M1600	obsolete	
✓ 78483	DELL LAT C610	G7ZQP71	obsolete	
✓ 82542	XP PRO LAPTOP	206R891	obsolete	
✓ 81827	DELL LATITUDE LAPTOP	HGZ1R61	obsolete	
✓ 83784	HP INTEL CORE DUO LAP TOP	CND6490085	obsolete	
✓ 83785	HP LAPTOP	CND6490FRS	obsolete	
✓ 76844	DELL Laptop™	SYWSU01	obsolete	
✓ 97107	DELL Laptop™	DYV6Z01	obsolete	

John L. Miller
Releasing Signature Site P.R. Custodian

4/21/17
Date

[Signature]
Receiving Signature

4/21/17
Date Received

(In addition to this form please enter your electronic work order request to expedite the removal of the items listed above)

Original - Property Records Department
Copy for your records

School District of Indian River County
SURPLUS REMOVAL REQUEST/TRANSFER FORM

RCY-4

Requesting Facility: 0151 / DODGETOWN
Requesting Person: DAVIDSON CINDY

Transfer To Facility: SURPLUS
Contact Person: MIKE Reminger

Property Records
Office use only

Property Record #	Item Description (make/model)	Serial #	Condition	
✓ 0076117	COMPA ARMADA ES PIII	3J13EMZ183F4	obsolete	
✓ 0076118	" " " "	3J13EMZ18351	obsolete	
✓ 0077099	DELL LAT. C500	8216201	obsolete	
✓ 77100	" " "	3026201	obsolete	
✓ 77101	" " "	9PY6201	obsolete	
✓ 77102	" " "	HPY6201	obsolete	
✓ 77104	" " "	BRV6201	obsolete	
✓ 77105	" " "	H5Y6201	obsolete	
✓ 77106	" " "	G5Y6201	obsolete	
✓ 77108	" " "	9VY6201	obsolete	
✓ 77109	" " "	JVY6201	obsolete	
✓ 77110	" " "	CWY6201	obsolete	
✓ 77111	" " "	7XY6201	obsolete	
✓ 77113	" " "	DYY6201	obsolete	
✓ 77114	" " "	6ZY6201	obsolete	
✓ 77115	" " "	10Z6201	obsolete	

[Signature]
Releasing Signature - Site P.R. Custodian

[Signature]
Receiving Signature

4/21/17
Date

4/21/17
Date Received

(In addition to this form please enter your electronic work order request to expedite the removal of the items listed above)

Original - Property Records Department
Copy for your records

**School District of Indian River County
SURPLUS REMOVAL REQUEST/TRANSFER FORM**

Transfer To Facility: SURPLUS
Contact Person: Rigo

[illegible]

Releasing Signature - Site P.R. Custodian

Receiving Signature _____

Date _____

Date Received

(In addition to this form please enter your electronic work order request to expedite the removal of the items listed above)

Original - Property Records Department
Copy for your records

**School District of Indian River County
SURPLUS REMOVAL REQUEST/TRANSFER FORM**

Requesting Facility: Beachland
Requesting Person: David Durni

Transfer To Facility: Surplus Warehouse
Contact Person: David Durni X 3346

[illegible]

Releasing Signature: *David Durm* "David Durm"
Receiving Signature: *James E. Green*

4/19/17
Date
4/20/17
Date Received

(In addition to this form please enter your electronic work order request to expedite the removal of the items listed above)

Original - Property Records Department
Copy for your records

**School District of Indian River County
SURPLUS REMOVAL REQUEST/TRANSFER FORM**

Transfer To Facility: Warehouse

Contact Person: Rhonda.Besankon@indianriverschools.org

Q. S. X. f.

Date 2/22/17

3/28/2017
Date Received

Original - Property Records Department
Copy for your records

(RCY4)

School District of Indian River County
SURPLUS REMOVAL REQUEST/TRANSFER FORM

Requesting Facility: ESE

Transfer To Facility: Ware House For Discard

Requesting Person: Sherry Johnson

Contact Person: Thomas Balsamo

Property Records
Office use only

Property Record #	Item Description (make/model)	Serial #	Condition	
81072	Dell 3300MP Projector	TW-OW3103-70641- 4 433-0326	obsolete	
81074	Dell 3300MP Projector	TW-OW3103-70642- 433-0325	obsolete	
85941	MOTION Computer Core	00297885-LE1700	obsolete	

Thomas C. Balsamo
Releasing Signature Site P.R. Custodian

[Signature]
Receiving Signature

4/5/17
Date

4-5-17
Date Received

(In addition to this form please enter your electronic work order request to expedite the removal of the items listed above)

Original - Property Records Department
Copy for your records

School District of Indian River County
SURPLUS REMOVAL REQUEST/TRANSFER FORM

Transfer To Facility: SURPLUS

Contact Person: Mike Renninger

[illegible]

Releasing Signature - Site P.R. Custodian

Receiving Signature

3/27/17

Date

3127117

Date Received

(In addition to this form please enter your electronic work order request to expedite the removal of the items listed above)

Original - Property Records Department
Copy for your records

RC4-4

Transfer To Facility: SURPLUS

Contact Person: Mike Reminger

Property Records
Office use only

Date 3/30/17

3/30/17
Date Received

Original - Property Records Department
Copy for your records

RCY-4

Geniale Elementary

WAREHOUSE

ext. 8052

DAN WALTRIP

DAN Waltrip / Sandy Beasley

[illegible]

Releasing Signature - Site P.R. Custodian

Receiving Signature

Date _____

Date Received _____

Original - Property Records Department
Copy for your records

School District of Indian River County
SURPLUS REMOVAL REQUEST/TRANSFER FORM

Contact Person: Mike Renniger

[illegible]

Date Received _____

Consent G - 5/9/2017

RCV-4

Transfer To Facility: Mike Reminger

Contact Person: Warehouse

[illegible]

Date Received _____

Consent G - 5/9/2017

SURPLUS PROPERTY RECORDS ACT
AUCTION ITEMS - REVENUE GENERATING

ASSET	DESCRIPTION 1	DESCRIPTION 2	ACCOUNT		CURR VAL	GL	FUND	SERIAL	ACQ	ACQ DATE	P.O.	CNTR	BDG	ROOM	DP
			ORIG VAL	ACCUM DEPR											
00055264	FOOD WARMER-PRO	UNIVERSAL-CAFE	1,197.97	1,197.97	.00	1340	541			05/13/1983	02307	9999	00	ACT4	FS
00061753	COUNTER	REF COLD PAN-SH	3,558.40	3,558.40	.00	1340	530	140936M		09/29/1989	24887	9999	00	ACT4	00
00064007	REFRIGERATOR	MCCALL W/FREEZE	3,495.00	3,495.00	.00	1340	500	M089569		12/20/1991	01675	9999	00	ACT4	FS
00068351	CABINET	TRAULSEN ROLL-I	3,900.00	3,900.00	.00	1340	541	V790830A95		06/30/1995		9999	00	ACT4	FS
00068352	CABINET	TRAULSEN ROLL-I	3,900.00	3,900.00	.00	1340	541	V790840A95		06/30/1995		9999	00	ACT4	FS
00068354	REFRIGERATOR	TRAULSEN ROLL-I	4,000.00	4,000.00	.00	1340	541	V790850A95		06/30/1995		9999	00	ACT4	FS
00068356	REFRIGERATOR	TRAULSEN REFRID	4,737.00	4,737.00	.00	1340	541	V790870A95		06/30/1995		9999	00	ACT4	FS
00071675	REFRIGERATOR	TRAULSON TWO DO	4,239.00	4,239.00	.00	1340	530	T871490K97		01/15/1998	94311	9999	00	ACT4	FS
00078272	VICTORY REFRIG.	PASS-THRU(1-DOO	3,086.00	3,086.00	.00	1340	541	H0270432		08/12/2002	00211025	9999	00	ACT4	FS
00081591	VICTORY RS-2D-S	REFRIGERATOR IN	5,113.00	5,113.00	.00	1340	541	K0404620		10/11/2004	00502127	9999	00	ACT4	FS
00081592	VICTORY RS-1D-S	REFRIGERATOR IN	3,373.00	3,373.00	.00	1340	541	K0404619		10/11/2004	00502127	9999	00	ACT4	FS
00084055	COLORPOINT CASH	COUNTER W/OPN B	5,584.53	5,072.62	511.91	1340	530	E0701888OC		06/21/2007	00707287	9999	00	ACT4	FS
TOTAL 12 RECORDS			46,183.90	45,671.99	511.91										

* = ACCOUNT AND BASE ORIGINAL VALUES DIFFER

ACT-45

School District of Indian River County
SURPLUS REMOVAL REQUEST/TRANSFER FORM

Requesting Facility: FOOD SERVICE / OSLO

Transfer To Facility: SURPLUS

Requesting Person: Brendo Martinez

Contact Person: Mike Reminger

Property Records
Office use only

Property Record #	Item Description (make/model)	Serial #	Condition	Property Records Office use only
✓ 84055	PORTABLE Counter 74-51	E07018880C	obsolete	

Trace Martinez
Releasing Signature - Site P.R. Custodian

4/18/17
Date

Mike Reminger
Receiving Signature

4/18/17
Date Received

(In addition to this form please enter your electronic work order request to expedite the removal of the items listed above)

Original - Property Records Department
Copy for your records

ACT-4

Transfer To Facility: WAREHOUSE Surplus

Contact Person: Khondra Besanem

Property Records
Office use only

Date _____

Date Received _____

Original - Property Records Department
Copy for your records

ACT-4

Transfer To Facility: Warehouse/Surplus

Contact Person: Rhonda Bisanem

[illegible]

Date 3/20/2017

3/20/17
Date Received

(In addition to this form please enter your electronic work order request to expedite the removal of the items listed above)

Original - Property Records Department
Copy for your records

**School District of Indian River County
SURPLUS REMOVAL REQUEST/TRANSFER FORM**

OS/2 BR

Surplus warehouse

BREWERY MANAGER

MAX Mel NC

Property Records
Office use only

[illegible]

Releasing Signature - Site P.R. Custodian

Receiving Signature

Date _____

Date Received _____

(In addition to this form please enter your electronic work order request to expedite the removal of the items listed above)

Original - Property Records Department
Copy for your records

TRANSPORTATION DEPARTMENT

Old stock to delete

Part #	Description	Price Each	On-Hand	Total Price
TFU 000000	vehicle fuel cards	\$ 8.03	16	\$ 128.48
TTR 084006	TRANS CABLE	\$ 111.41	1	\$ 111.41
TTR 084022	TRANS REAR SEAL	\$ 8.23	2	\$ 16.46
TTR 084030	TRANS KNOB	\$ 6.53	1	\$ 6.53
TTR 084035	TRANS FRONT SEAL	\$ 2.97	3	\$ 8.91
TSU 100052	AXLE LOCK WASHER	\$ 4.12	5	\$ 20.60
TSU 100055	AXLE LOCK WASHER	\$ 3.50	9	\$ 31.50
TSU 100072	PINION SEAL	\$ 17.61	1	\$ 17.61
TSU 100074	PINION NUT	\$ 6.60	4	\$ 26.40
TSU 100080	L. TIE ROD END	\$ 30.92	3	\$ 92.76
TSU 100081	R.TIE ROD END	\$ 30.92	3	\$ 92.76
TSU 100087	L. TIE ROD END	\$ 57.84	5	\$ 289.20
TSU 100089	R. TIE ROD END	\$ 57.84	5	\$ 289.20
TSU 100090	DRAG LINK	\$ 75.78	2	\$ 151.56
TSU 170170	U-JOINTS	\$ 20.54	3	\$ 61.62
TSU 110062	SHACKLE	\$ 15.14	4	\$ 60.56
TSU 110064	BUSHING	\$ 9.99	10	\$ 99.90
TSU 110066	PIN	\$ 0.65	8	\$ 5.20
TSU 110068	BUSHING	\$ 4.46	4	\$ 17.84
TSU 110070	PIN	\$ 11.81	4	\$ 47.24
TBR 126004	KNOB	\$ 7.81	1	\$ 7.81
TBR 136014	S-CAM	\$ 37.19	1	\$ 37.19
TBR 136015	BUSHING	\$ 0.08	3	\$ 0.23
TBR 136016	S - CAM	\$ 37.19	1	\$ 37.19
TBR 136018	UNLOADER KIT	\$ 9.68	2	\$ 19.36
TBR 136020	BUSHING	\$ 11.30	3	\$ 33.90
TBR 136022	S-CAM	\$ 39.04	3	\$ 117.12
TBR 136024	S-CAM	\$ 39.04	3	\$ 117.12
TBR 136026	S-CAM	\$ 31.12	2	\$ 62.24
TBR 136028	S-CAM	\$ 31.12	2	\$ 62.24
TBR 136035	S-CAM	\$ 52.55	2	\$ 105.10
TBR 136037	S-CAM	\$ 42.34	2	\$ 84.68
TBR 136072	SLACK KIT	\$ 13.29	6	\$ 79.74
TBR 136076	SLACK ADJUSTER	\$ 66.58	4	\$ 266.32
TBR 136077	SLACK ADJUSTER	\$ 59.47	2	\$ 118.94
TBR 136078	SLACK ADJUSTER	\$ 64.56	4	\$ 258.24
TBR 136079	SLACK ADJUSTER	\$ 62.03	2	\$ 124.04
TBR 136230	BRAKE VALVE	\$ 25.47	2	\$ 50.94
TBR 136240	CHECK VALVE	\$ 20.00	2	\$ 40.00
TBR 136242	RELAY VALVE	\$ 7.48	6	\$ 44.88
TBR 136244	VALVE KIT	\$ 2.43	4	\$ 9.72
TEX 170004	EXHAUST CLAMP	\$ 7.60	1	\$ 7.60
TEX 170008	EXHAUST CLAMP	\$ 5.57	4	\$ 22.28
TEX 170017	MUFFLER CLAMP	\$ 1.42	36	\$ 51.12

TEX 170056	MUFFLER BRACKET	\$ 63.87	1	\$ 63.87
TEX 170058	MUFFLER BRACKET	\$ 68.20	1	\$ 68.20
TEX 170085	FLEX PIPE	\$ 3.56	12	\$ 42.72
TEX 170150	TAIL PIPE	\$ 26.56	3	\$ 79.68
TEX 170162	TURBO PIPE	\$ 104.95	2	\$ 109.90
TEX 170163	TURBO PIPE	\$ 127.93	1	\$ 127.93
TEX 170164	TURBO CLAMP	\$ 19.09	4	\$ 76.36
TEX 170166	PIPE CLAMP	\$ 3.72	1	\$ 3.72
TEX 170175	INTAKE ELBOW	\$ 43.15	2	\$ 86.30
TEX 170177	EXHAUST HANGER	\$ 75.44	3	\$ 226.32
TEX 170179	EXHAUST HANGER	\$ 57.08	3	\$ 171.24
TSU 174032	P/S HOSE	\$ 22.16	2	\$ 44.32
TSU 174038	P/S PUMP	\$ 216.31	2	\$ 432.62
TSU 174039	P/S GASKET	\$ 3.44	6	\$ 20.64
TSU 174040	P/S HOSE	\$ 2.59	140	\$ 362.60
TSU 174058	P/S DIP STICK	\$ 9.76	6	\$ 58.56
TSU 180016	FRONT SHOCKS	\$ 25.76	2	\$ 51.52
TSU 180018	FRONT SHOCKS	\$ 33.95	2	\$ 67.90
TSU 180022	REAR SHOCKS	\$ 56.03	2	\$ 112.06
TSU 180024	REAR SHOCKS	\$ 25.32	4	\$ 101.28
TSU 180026	REAR SHOCKS	\$ 63.52	2	\$ 127.04
TEN 190014	ENGINE MOUNT	\$ 37.50	3	\$ 112.50
TEN 190016	ENGINE MOUNT	\$ 23.06	1	\$ 23.06
TEN 190028	VALVE COVE GASKET	\$ 19.68	5	\$ 98.40
TEN 190030	VALVE COVE GASKET	\$ 23.64	1	\$ 23.64
TSE 216006	SEAT BELT	\$ 136.44	1	\$ 136.44
TSE 216011	SEAT RAIL	\$ 10.02	2	\$ 20.04
TSE 216016	SEAT RAIL	\$ 7.38	1	\$ 7.38
TSE 216020	SEAT COVER	\$ 16.91	3	\$ 50.73
TSE 216028	SEAT COVER	\$ 10.35	4	\$ 41.40
TSE 216029	SEAT COVER	\$ 16.21	3	\$ 48.63
TSE 216032	SEAT FOAM	\$ 24.53	1	\$ 24.53
TSE 216033	SEAT FOAM	\$ 16.47	1	\$ 16.47
TSE 216052	SEAT CLIP	\$ 0.26	46	\$ 11.96
TSE 216053	SEAT CLIP	\$ 3.41	15	\$ 51.15
TSE 216057	SEAT SPRING	\$ 4.29	19	\$ 81.51
TSE 216067	DRIVER SEAT COVER	\$ 84.30	5	\$ 421.50
TSE 216068	THOMAS BACK FOAM	\$ 16.12	15	\$ 241.80
TSE 216069	SEAT COVER	\$ 48.45	6	\$ 290.70
TSE 216070	SEAT COVER	\$ 21.50	16	\$ 344.00
TSE 216074	SEAT COVER	\$ 24.14	8	\$ 193.12
TSE 216076	SEAT COVER	\$ 25.04	4	\$ 100.16
TSE 216078	SEAT COVER	\$ 35.00	2	\$ 70.00
TSE 216080	SEAT FOAM	\$ 14.70	3	\$ 44.10
TSE 216082	SEAT FOAM	\$ 31.00	4	\$ 124.00
TSE 216112	SEAT FOAM	\$ 44.57	1	\$ 44.57
TSE 216138	SEAT FRAME	\$ 181.81	1	\$ 181.81
TSE 216140	SEAT BELT	\$ 167.12	1	\$ 167.12
TBD 218000	DOOR BUMPER	\$ 0.22	2	\$ 0.44

TBD 218001	DOOR LATCH	\$ 77.06	2	\$ 154.12
TBD 218004	DOOR HANDLE	\$ 5.37	2	\$ 10.74
TBD 218011	DOOR HANDLE	\$ 28.51	1	\$ 28.51
TBD 218023	DOOR BRACKET	\$ 9.18	1	\$ 9.18
TBD 218025	DOOR YOKE	\$ 14.77	1	\$ 14.77
TBD 218030	DOOR VALVE	\$ 48.83	6	\$ 292.98
TBD 218032	DOOR VALVE	\$ 52.14	2	\$ 108.28
TBD 226000	BUMPER TRIM	\$ 13.27	6	\$ 79.62
TBD 226001	HOOD RUBBER	\$ 1.44	14	\$ 20.16
TBD 226007	HOOD LATCH	\$ 7.92	1	\$ 7.92
TBD 226008	WINDOW SEAL	\$ 0.91	20	\$ 18.20
TBD 226010	WINDOW SEAL	\$ 1.16	5	\$ 5.80
TBD 226014	HOOD GUIDE	\$ 4.34	8	\$ 34.72
TBD 226016	HOOD BUMPER	\$ 6.14	1	\$ 6.14
TBD 226021	WINDOW GLASS	\$ 15.64	5	\$ 78.20
TBD 226023	HOOD CABLE	\$ 17.25	6	\$ 103.50
TBD 226024	HOOD HANDLE	\$ 9.37	4	\$ 37.48
TBD 226025	SPOT MIRROR	\$ 1.74	4	\$ 6.96
TBD 226030	L. WINDOW HANDLE	\$ 11.93	2	\$ 23.86
TBD 226032	R. WINDOW HANDLE	\$ 11.93	8	\$ 95.44
TBD 226034	WINDOW HANDLE	\$ 4.49	1	\$ 4.49
TBD 226041	WINDOW CLIP	\$ 0.41	3	\$ 1.23
TBD 226042	WINDOW LATCH	\$ 0.65	2	\$ 1.30
TBD 226043	WINDOW LATCH	\$ 0.33	14	\$ 4.62
TBD 226044	WINDOW LATCH	\$ 0.64	5	\$ 3.20
TBD 226046	WINDOW LATCH	\$ 1.07	49	\$ 52.43
TBD 226048	WINDOW LATCH	\$ 1.07	46	\$ 49.22
TBD 226050	HOOD BRACKET	\$ 7.76	6	\$ 46.56
TBD 226052	HOOD BRACKET	\$ 7.29	6	\$ 43.74
TBD 226055	HOOD BRACKET	\$ 11.99	6	\$ 71.94
TBD 226060	HOOD BRACKET	\$ 11.99	6	\$ 71.94
TBD 226062	HOOD BRACKET	\$ 19.30	6	\$ 115.80
TBD 226063	HOOD BRACKET	\$ 28.36	6	\$ 170.16
TBD 226065	HOOD BRACKET	\$ 7.04	2	\$ 14.08
TBD 226072	HOOD SPACER	\$ 6.95	6	\$ 41.70
TBD 226075	HOOD STABILIZER	\$ 3.48	7	\$ 24.36
TBD 226080	HOOD SUPPORT	\$ 11.77	6	\$ 70.62
TBD 226083	HOOD SUPPORT	\$ 16.45	6	\$ 98.70
TBD 226085	HOOD GUIDE	\$ 1.51	6	\$ 9.06
TBD 226086	ENGINE LATCH	\$ 8.56	2	\$ 17.12
TBD 226087	HOOD CATCH	\$ 9.32	3	\$ 27.96
TBD 226089	HOOD SUPPORT	\$ 13.35	6	\$ 80.10
TBD 226090	HOOD BOLTS	\$ 0.18	25	\$ 4.50
TBD 226091	HOOD SUPPORT	\$ 16.51	6	\$ 99.06
TBD 226092	HOOD SUPPORT	\$ 2.63	8	\$ 21.04
TBD 226093	HOOD BRACKET	\$ 7.19	5	\$ 35.95
TBD 226094	HOOD GUIDE	\$ 6.72	10	\$ 67.20
TBD 226095	HOOD BRACKET	\$ 7.18	4	\$ 28.72
TBD 226114	MIRROR	\$ 23.54	5	\$ 117.70

TBD 226122	MIRROR BRACKET	\$ 27.45	2	\$ 54.90
TBD 226124	MIRROR	\$ 18.91	2	\$ 37.82
TBD 226125	MIRROR BRACKET	\$ 31.12	1	\$ 31.12
TBD 226126	MIRROR	\$ 20.23	5	\$ 101.15
TBD 226127	MIRROR BRACKET	\$ 32.84	1	\$ 32.84
TBD 226129	MIRROR BRACKET	\$ 35.47	2	\$ 70.94
TBD 226130	MIRROR GLASS	\$ 6.23	2	\$ 12.46
TBD 226131	MIRROR BRACKET	\$ 34.39	1	\$ 34.39
TBD 226132	MIRROR GLASS	\$ 10.07	8	\$ 80.56
TBD 226138	MIRROR GLASS	\$ 17.95	5	\$ 89.75
TBD 226140	CONVEX MIRROR	\$ 25.07	1	\$ 25.07
TBD 226160	L. MIRROR BRACKET	\$ 32.67	2	\$ 35.34
TBD 226166	L. MIRROR BRACKET	\$ 39.57	1	\$ 39.57
TBD 226168	R. MIRROR BRACKET	\$ 28.44	1	\$ 28.44
TWC 226204	RICON LIFT BELT	\$ 78.33	1	\$ 78.33
TWC 226218	RICON SWITCH	\$ 5.25	6	\$ 31.50
TWC226222	WHEEL CHAIR RESTRAINTS	\$ 70.31	3	\$ 210.93
TBD226230	EXT. ROOF HATCH HANDLE	\$ 15.21	2	\$ 30.42
TBD226232	INT. ROOF HATCH HANDLE	\$ 7.48	3	\$ 22.44
TBD226234	ROOF HATCH CAM	\$ 1.90	4	\$ 7.60
TBD226250	TRANSPEC HATCH BASE	\$ 8.03	1	\$ 8.03
TBD226252	TRANSPEC SCREWS	\$ 0.26	10	\$ 2.60
TBD226254	TRANSPEC HINDGE PIN	\$ 2.14	2	\$ 4.28
TBD226256	TRANSPEC SPRING	\$ 17.14	1	\$ 17.14
TBD226260	TRANSPEC HANDLE	\$ 10.00	1	\$ 10.00
TBD226262	TRANSPEC DECAL	\$ 9.51	2	\$ 19.02
TBD226263	TRANSPEC DECAL	\$ 2.72	17	\$ 46.24
TBD226264	TRANSPEC GASKET	\$ 20.00	1	\$ 20.00
TBD226266	TRANSPEC HINDGE COVER	\$ 8.00	1	\$ 8.00
TBD226272	TRANSPEC PLUNGER	\$ 11.00	7	\$ 77.00
TBD226274	TRANSPEC BOLT	\$ 2.21	5	\$ 11.05
TBD226276	TRANSPEC SPRING	\$ 1.92	5	\$ 9.60
TBD226278	TRANSPEC MOLDING	\$ 46.19	1	\$ 46.19
TBD226280	TRANSPEC LID	\$ 212.47	1	\$ 212.47
TBD226284	TRANSPEC RELEASE HINDGE	\$ 17.54	1	\$ 17.54
TBD226286	HATCH GASKET	\$ 6.09	9	\$ 54.81
TBD226289	HATCH LATCH	\$ 14.98	4	\$ 59.92
TWP230015	WIPER BOX	\$ 8.43	2	\$ 16.86
TWP230020	WIPER ARM	\$ 22.41	4	\$ 89.64
TWP230028	20" WIPER REFILL	\$ 5.10	8	\$ 40.80
TWP230064	20" WIPER BLADE	\$ 2.09	2	\$ 4.18
TWP230066	20" WIPER BLADE	\$ 4.82	2	\$ 9.64
TWP230069	26" WIPER BLADE	\$ 13.37	4	\$ 53.48
TWP230073	22" WIPER ARM	\$ 37.85	4	\$ 151.40
TWP230074	22" WIPER BLADE	\$ 7.94	21	\$ 166.74
TWP230076	22" WIPER ARM	\$ 20.03	1	\$ 20.03
TWP230077	WIPER MOTOR	\$ 56.63	2	\$ 113.26
TWP230081	WIPER SWITCH	\$ 22.48	5	\$ 112.40
TWP230083	WIPER SWITCH	\$ 19.60	4	\$ 78.40

TWP230105	WIPER CLIP	\$ 0.45	14	\$ 6.30
TWP230109	WIPER LINKAGE	\$ 3.98	3	\$ 11.94
TWP230111	WIPER SHAFT	\$ 20.77	1	\$ 20.77
TWP230112	WIPER PIVOT	\$ 6.43	3	\$ 19.29
TWP230115	WIPER ARM	\$ 5.05	1	\$ 5.05
TWP230128	WASHER TANK	\$ 23.07	5	\$ 115.35
TEN236003	FAN CLUTCH	\$ 377.71	1	\$ 377.71
THC236004	FAN HUB	\$ 156.73	1	\$ 156.73
TAC236011	A/C DRYER	\$ 15.31	4	\$ 61.24
THC236012	LEFT BLOWER WHEEL	\$ 11.34	5	\$ 56.70
THC236014	RIGHT BLOWER WHEEL	\$ 10.94	2	\$ 21.88
THC244046	HEATER FILTER	\$ 6.84	3	\$ 20.52
THC244048	HEATER FILTER	\$ 3.58	5	\$ 17.90
THC244050	HEATER MOTOR	\$ 27.72	4	\$ 110.88
TSA254006	STOP ARM ASSEMBLY	\$ 181.15	2	\$ 362.30
TSA254007	STOP ARM MOTOR	\$ 39.58	2	\$ 79.16
TSA254008	R. STOP ARM ASSEMBLY	\$ 210.71	2	\$ 421.42
TSA254010	STOP ARM SWITCH	\$ 4.50	1	\$ 4.50
TSA254011	CROSSING ARM ASSEMBLY	\$ 145.21	4	\$ 580.84
TSA254014	STOP ARM SLIP CLUTCH	\$ 17.47	7	\$ 122.29
TSA254015	STOP ARM CLUTCH	\$ 15.49	3	\$ 46.47
TSA254016	STOP ARM BRACKET	\$ 9.61	2	\$ 19.22
TSA254017	STOP ARM SWITCH	\$ 4.36	8	\$ 34.88
TSA254018	STOP ARM CLAMP	\$ 1.68	8	\$ 13.44
TSA254034	STOP ARM WIND GUARD	\$ 8.44	4	\$ 33.76
TCA254037	CROSSING ARM ASSEMBLY	\$ 72.33	1	\$ 72.33
TCA254039	CROSSING ARM BUSHING	\$ 5.63	5	\$ 28.15
TCA254040	CROSSING ARM CAM	\$ 8.47	1	\$ 8.47
TCA254042	CROSSING ARM CAM	\$ 15.94	6	\$ 95.64
TCA254044	CROSSING ARM SWITCH	\$ 1.20	1	\$ 1.20
TCA254054	CROSSING ARM PINS	\$ 2.70	7	\$ 18.90
TCA254056	CROSSING ARM BRACKET	\$ 16.35	1	\$ 16.35
TCA254058	CROSSING ARM REGULATOR	\$ 46.86	4	\$ 187.44
TSA254060	STOP ARM POWER PACK	\$ 74.35	1	\$ 74.35
TSA254062	R. STOP ARM ASSEMBLY	\$ 302.42	2	\$ 604.84
TSA254064	F. STOP ARM ASSEMBLY	\$ 302.42	2	\$ 604.84
TMS256063	DECAL	\$ 4.48	38	\$ 170.24
TEL276088	TRANSMITTER	\$ 54.04	1	\$ 54.04
TSU300020	GASKET	\$ 0.77	19	\$ 14.63
TSU300022	GASKET	\$ 3.71	12	\$ 44.52
TSU300025	GASKET	\$ 0.43	18	\$ 7.74
TBR310032	SEAL	\$ 24.01	10	\$ 240.10
TBR332048	BEARING SET	\$ 32.53	2	\$ 65.06
TBR332050	BEARING SET	\$ 18.83	2	\$ 37.66
TBR332062	BEARING SET	\$ 37.21	2	\$ 74.42
TBR332064	BEARING SET	\$ 23.93	2	\$ 47.86
THC400009	DCA 4	\$ 2.28	33	\$ 75.24
TEN400427	BELT	\$ 34.37	3	\$ 103.11
TEN400477	BELT	\$ 7.89	2	\$ 15.78

TEN400504	BELT	\$ 5.38	2	\$ 10.76
TEN400577	BELT	\$ 10.22	3	\$ 30.66
TEN400585	BELT	\$ 7.01	1	\$ 7.01
TEN400641	BELT	\$ 9.51	3	\$ 28.53
TEN400644	BELT	\$ 19.74	2	\$ 39.48
TEN400658	BELT	\$ 17.85	3	\$ 53.55
TEN400662	BELT	\$ 18.74	1	\$ 18.74
TEN400670	BELT	\$ 36.56	4	\$ 146.24
TEN400675	BELT	\$ 34.22	3	\$ 102.66
TEN400677	BELT	\$ 10.51	2	\$ 11.02
TEN400710	BELT	\$ 32.95	1	\$ 32.95
THC412017	AIR GUAGE	\$ 85.83	2	\$ 171.66
THC412026	TEMP GUAGE	\$ 30.84	4	\$ 123.36
THC412030	TEMP SENDER	\$ 33.45	4	\$ 133.80
THC412032	HOSE CLAMP	\$ 7.67	8	\$ 61.36
THC414002	TEMP SENDER	\$ 11.04	3	\$ 33.12
TMS416003	ANTENNA	\$ 24.36	2	\$ 48.72
TMS416006	4 PIN MIC	\$ 35.66	7	\$ 249.62
THC428029	THERMOSTAT (DT-466)	\$ 30.67	3	\$ 92.01
TEN432010	IDLER PULLEY (CAT 3126)	\$ 34.89	2	\$ 69.78
TEN432030	TENSIONER (DT-466)	\$ 88.86	4	\$ 355.44
TEN432048	WATER PUMP (DT-466)	\$ 39.95	2	\$ 79.90
TEN432058	WATER PUMP (CAT 3126)	\$ 98.03	2	\$ 196.06
TEN432064	WATER PUMP (MBE 906)	\$ 273.44	1	\$ 273.44
TEN440010	TRIM SEAL	\$ 4.11	3	\$ 12.33
TEN440025	REAR MAIN SEAL (DT-466)	\$ 34.53	3	\$ 103.59
TEN440032	R.MAIN SEAL KIT (DT-466)	\$ 109.86	4	\$ 439.44
TEN440035	FLEX PLATE (DT-466)	\$ 93.84	3	\$ 281.52
TEN440042	F. MAIN SEAL (DT-360)	\$ 34.02	1	\$ 34.02
TSW500060	FOG LIGHT SWITCH	\$ 5.72	4	\$ 22.88
TSW502056	DRIVER DOME SWITCH	\$ 4.41	4	\$ 17.64
TSW502058	HEATER SWITCH	\$ 2.57	2	\$ 5.14
TSW502060	P. HEATER SWITCH	\$ 6.93	2	\$ 13.86
TSW502069	WIPER SWITCH	\$ 9.05	3	\$ 27.15
TSW502070	WASHER SWITCH	\$ 9.02	6	\$ 54.12
TSW502073	TOGGLE SWITCH	\$ 9.60	1	\$ 9.60
TSW502077	PUSH/PULL SWITCH	\$ 4.75	2	\$ 9.50
TSW502094	WARNING LIGHT TOGGLE	\$ 6.96	1	\$ 6.96
TSW502095	WARNING LIGHT SWITCH	\$ 7.56	3	\$ 22.68
TSW502096	WARNING LIGHT SWITCH	\$ 2.19	3	\$ 6.57
TSW502097	ROCKER SWITCH	\$ 5.91	5	\$ 29.55
TSW502098	PILOT LIGHT SWITCH	\$ 4.89	5	\$ 24.45
TSW502100	STROBE SWITCH	\$ 4.33	5	\$ 21.65
TSW502102	STROBE SWITCH	\$ 4.24	3	\$ 12.72
TSW502105	FAN SWITCH	\$ 5.62	2	\$ 11.24
TSW502107	INTERIOR SWITCH	\$ 7.01	8	\$ 56.08
TSW502110	FAN SWITCH	\$ 4.41	6	\$ 26.46
TSW502112	L. HEATER SWITCH	\$ 11.08	4	\$ 44.32
TSW502114	DEFROSTER SWITCH	\$ 5.48	1	\$ 5.48

TSW502116	SPEAKER SWITCH	\$ 4.41	5	\$ 22.05
TSW502118	PASS HEAT SWITCH	\$ 7.09	3	\$ 21.27
TSW502120	WARNING SWITCH	\$ 4.48	2	\$ 9.86
TSW502122	CONTROL SWITCH	\$ 7.33	1	\$ 7.33
TSW502124	INTERIOR SWITCH	\$ 4.41	5	\$ 22.05
TSW502126	D. DOME SWITCH	\$ 4.41	6	\$ 26.46
TSW502128	STROBE SWITCH	\$ 6.47	2	\$ 12.94
TSW502130	DOOR SWITCH	\$ 6.64	1	\$ 6.64
TSW502132	WIPER SWITCH	\$ 6.59	1	\$ 6.59
TSW502134	WASHER SWITCH	\$ 6.99	6	\$ 41.94
TSW502136	LIFT SWITCH	\$ 5.51	6	\$ 33.06
TSW502138	FOG LIGHT SWITCH	\$ 5.60	6	\$ 33.60
TSW502142	NOISE SWITCH	\$ 6.68	4	\$ 26.72
TSW502144	WARNING LIGHT SWITCH	\$ 3.26	4	\$ 13.04
TEN512347	IGNITION SWITCH CONNECTOR	\$ 1.29	5	\$ 6.45
TBA540001	BATTERY CABLE NUTS	\$ 1.55	8	\$ 12.40
TBA540008	HOLD DOWN BRACKET	\$ 9.61	11	\$ 105.71
TBA540010	BATTERY TRAY	\$ 44.51	3	\$ 133.53
TBA540066	BATTERY TRAY	\$ 233.18	1	\$ 233.18
TEL560064	3 PRONG FLASHER	\$ 8.96	5	\$ 44.80
TEL560065	ALT FLASHER	\$ 22.78	2	\$ 45.56
TEL560070	WELDON FLASHER	\$ 73.27	1	\$ 73.27
TEL560105	4636 SEAL BEAM	\$ 9.36	2	\$ 18.72
TEL560120	20 AMP BREAKER	\$ 1.96	3	\$ 5.88
TEL560130	30 AMP BREAKER	\$ 6.36	11	\$ 69.96
TEL560132	1157A BULB	\$ 0.95	10	\$ 9.50
TEL560158	211 BULB	\$ 0.58	20	\$ 11.60
TEL560197	S/A PIG TAIL	\$ 2.88	16	\$ 46.08
TEL560206	A. MARKER LENS	\$ 1.47	8	\$ 11.76
TEL560208	R. CLEARANCE LIGHT	\$ 2.94	7	\$ 20.58
TEL560209	RED LENS	\$ 1.70	13	\$ 22.10
TEL560210	A.CLEARANCE LIGHT	\$ 2.47	2	\$ 4.94
TEL560211	T/S LIGHT ASSEMBLY	\$ 7.11	7	\$ 49.77
TEL560215	STOP LIGHT ASSEMBLY	\$ 27.17	6	\$ 163.02
TEL560220	STOP LIGHT LENS	\$ 8.96	2	\$ 17.92
TEL560221	STOP LIGHT LENS	\$ 6.29	4	\$ 25.16
TEL560224	SIDE MARKER LIGHT	\$ 6.73	3	\$ 20.19
TEL560234	STOP ARM LENS	\$ 4.10	1	\$ 4.10
TEL560237	STEP WELL LIGHT	\$ 3.89	1	\$ 3.89
TEL560239	STEP WELL LENS	\$ 2.55	6	\$ 15.30
TEL560248	SMALL ELMO	\$ 558.76	2	\$ 1,117.52
TEL560251	LARGE ELMO	\$ 131.04	4	\$ 524.16
TEL560252	T/S LIGHT ASSEMBLY	\$ 9.69	5	\$ 48.45
TEL560253	7" AMBER LENS	\$ 7.39	6	\$ 44.34
TEL560257	LARGE ELMO	\$ 67.31	3	\$ 201.93
TEL560260	A. WARNING LIGHT LENS	\$ 7.75	3	\$ 23.25
TEL560261	R. WARNING LENS	\$ 7.22	3	\$ 21.66
TEL560290	S/A FLASH TUBE	\$ 16.49	8	\$ 131.92
TSW560320	STOP LIGHT SWITCH	\$ 16.54	1	\$ 16.54

TEL560336	FOG LIGHT KIT	\$ 41.62	3	\$ 124.86
TEL560350	R. WARNING LIGHT	\$ 16.80	3	\$ 50.40
TEL560352	A. WARNING LIGHT	\$ 18.01	1	\$ 18.01
TEL560354	R. WARNING LENS	\$ 2.84	1	\$ 2.84
TEL560373	BACK UP LIGHT RING	\$ 3.36	2	\$ 6.72
TEL560378	BACK UP LIGHT LENS	\$ 1.56	2	\$ 3.12
TEL560400	TURN SIGNAL LIGHT	\$ 9.31	2	\$ 18.62
TGU570002	AIR PRESSURE GUAGE	\$ 57.00	1	\$ 57.00
TGU570004	ENG TEMP GUAGE	\$ 27.50	2	\$ 55.00
TGU570006	TRANS TEMP GUAGE	\$ 27.79	1	\$ 27.79
TGU570008	VOLT GUAGE	\$ 28.55	2	\$ 57.10
TGU570012	TACH GUAGE	\$ 119.29	1	\$ 119.29
TGU570014	FUEL GUAGE	\$ 36.92	1	\$ 36.92
TGU570016	OIL PRESSURE GUAGE	\$ 31.49	1	\$ 31.49
TEN580041	ALTERNATOR	\$ 195.00	1	\$ 195.00
TEN580044	ALTERNATOR	\$ 155.00	2	\$ 310.00
TEN580060	ALTERNATOR	\$ 188.99	3	\$ 566.97
TEN580065	ALTERNATOR	\$ 345.00	1	\$ 345.00
TEN580075	STARTER RELAY	\$ 8.72	3	\$ 26.16
TEL580147	VOLT GUAGE	\$ 30.04	2	\$ 60.08
TEL590004	HORN CONTACT RING	\$ 15.90	2	\$ 31.80
TEL590006	HORN CONTACT	\$ 6.11	1	\$ 6.11
TFU600034	FUEL SENDER GASKET	\$ 0.90	2	\$ 1.80
TFU600037	FUEL SENDER	\$ 36.39	1	\$ 36.39
TFU600044	FUEL GUAGE	\$ 28.48	1	\$ 28.48
TFU600055	FUEL/ WATER SENSOR	\$ 35.47	7	\$ 248.29
TEN608007	ACCELERATOR SPRING	\$ 3.75	10	\$ 37.50
TEN608022	ACCELERATOR BALL END	\$ 1.60	4	\$ 6.40
TEN608032	ACCELEAATOR CABLE	\$ 49.49	1	\$ 49.49
TEN608034	ACCELERATOR PEDAL	\$ 4.28	4	\$ 17.12
TEN608036	ACCELERATOR PEDAL SPRING	\$ 6.06	5	\$ 30.30
TEN608038	ACCELERATOR PEDAL PIN	\$ 6.38	4	\$ 25.52
TFI616001	AIR FILTER BOX	\$ 100.11	1	\$ 100.11
TFI616029	AIR FILTER	\$ 2.51	3	\$ 7.53
TFI616050	AIR FILTER	\$ 2.59	1	\$ 2.59
TFI616056	AIR FILTER	\$ 3.12	1	\$ 3.12
TFI616059	AIR FILTER	\$ 23.67	1	\$ 23.67
TFI616068	AIR FILTER	\$ 2.51	6	\$ 15.06
TFI616100	AIR FILTER	\$ 2.99	2	\$ 5.98
TFI616105	AIR FILTER	\$ 7.79	2	\$ 15.58
TFI616114	AIR FILTER	\$ 22.81	2	\$ 45.62
TFI616116	AIR FILTER	\$ 17.06	6	\$ 102.36
TFI616118	AIR FILTER	\$ 6.74	1	\$ 6.74
TFI616120	AIR FILTER	\$ 4.11	3	\$ 12.33
TFI616132	AIR FILTER	\$ 11.25	2	\$ 22.50
TFI616139	AIR FILTER	\$ 9.88	1	\$ 9.88
TFU630012	FUEL LINE	\$ 27.32	2	\$ 54.64
TFU630014	FUEL LINE	\$ 29.10	1	\$ 29.10
TFU630016	FUEL LINE	\$ 39.08	1	\$ 39.08

TFU630018	FUEL LINE	\$ 34.10	1	\$ 34.10
TFU630020	FUEL LINE CLIPS	\$ 1.72	6	\$ 10.32
TFU630022	FUEL LINE WASHER	\$ 0.84	8	\$ 6.72
TFI660007	FUEL FILTER	\$ 7.68	1	\$ 7.68
TFI660024	FUEL FILTER	\$ 2.29	8	\$ 18.32
TFI660031	FUEL FILTER	\$ 2.36	5	\$ 11.80
TFI660043	TRANS FILTER	\$ 7.94	6	\$ 47.64
TFI660050	TRANS FILTER	\$ 28.82	2	\$ 57.64
TFI660060	TRANS FILTER	\$ 20.58	5	\$ 102.90
TFI660090	OIL FILTER	\$ 1.65	3	\$ 4.95
TFI660112	OIL FILTER	\$ 3.72	2	\$ 7.44
TFI660116	FUEL FILTER	\$ 16.89	2	\$ 33.78
TFI660125	OIL FILTER	\$ 1.77	7	\$ 12.39
TFI660127	TRANS FILTER	\$ 2.39	1	\$ 2.39
TFI660136	OIL FILTER	\$ 4.43	1	\$ 4.43
TFI660164	FUEL FILTER	\$ 9.64	1	\$ 9.64
TFI660185	OIL FILTER	\$ 3.36	1	\$ 3.36
TFI660192	FUEL FILTER	\$ 6.21	1	\$ 6.21
TFI660195	FUEL FILTER	\$ 3.54	3	\$ 10.62
TFI660230	OIL FILTER	\$ 15.65	5	\$ 78.25
TFI660232	FUEL FILTER	\$ 15.55	8	\$ 124.40
TFI660237	FUEL FILTER	\$ 5.12	6	\$ 30.72
TFI660238	FUEL FILTER	\$ 11.86	4	\$ 47.44
TFI660239	OIL FILTER	\$ 4.65	5	\$ 23.25
TFI660241	COOLANT FILTER	\$ 9.77	7	\$ 68.39
TFI660242	FUEL FILTER	\$ 12.80	1	\$ 12.80
TFI660243	FUEL FILTER	\$ 5.16	2	\$ 10.32
TFI660244	FUEL FILTER	\$ 13.44	2	\$ 26.88
TFI660245	OIL FILTER	\$ 27.31	11	\$ 300.41
TFI660255	FUEL FILTER	\$ 4.76	1	\$ 4.76
TFU660275	DRAIN PLUG	\$ 5.83	2	\$ 11.66
TFI660280	DRAIN PLUG GASKET	\$ 1.24	1	\$ 1.24
TFI660285	TRANS FILTER	\$ 11.20	1	\$ 11.20
TFI660287	OIL FILTER	\$ 8.06	3	\$ 24.18
TFI660294	FUEL FILTER	\$ 12.57	2	\$ 25.14
TFI660296	FUEL FILTER	\$ 7.06	7	\$ 49.42
TFI660308	OIL FILTER	\$ 13.13	6	\$ 78.78
TOI660357	OIL PAN GASKET	\$ 29.55	1	\$ 29.55
TFI660363	HYD FILTER	\$ 8.93	3	\$ 26.79
TSW662012	OIL PRESSURE SWITCH	\$ 7.30	4	\$ 29.20
TSW662017	AIR SWITCH	\$ 16.76	5	\$ 83.80
TSW662018	AIR SENDER	\$ 15.04	4	\$ 60.16
TEN662020	IAP VALVE	\$ 182.15	2	\$ 364.30
TEN662022	OIL LINE	\$ 71.39	2	\$ 142.78
TEN662023	OIL LINE FITTING	\$ 11.99	10	\$ 119.90
TEN662024	O-RING	\$ 2.15	7	\$ 15.05
TMS700001	ANIT SIEZE	\$ 7.21	21	\$ 151.41
THC716002	HOSE	\$ 2.98	3	\$ 8.96
THC716175	RADIATOR HOSE	\$ 15.81	3	\$ 47.43

THC716177	RADIATOR HOSE	\$ 13.75	1	\$ 13.75
THC716205	STICK HOSE	\$ 12.39	1	\$ 12.39
THC716220	RADIATOR HOSE	\$ 8.65	3	\$ 25.95
THC716230	RADIATOR HOSE	\$ 78.77	1	\$ 78.77
THC716232	RADIATOR HOSE	\$ 54.39	1	\$ 54.39
THC716234	RADIATOR HOSE	\$ 46.66	2	\$ 93.32
TSU770005	LUG NUT	\$ 1.44	10	\$ 14.40
TSU770008	LUG NUT	\$ 0.93	4	\$ 3.72
TSU770009	LUG NUT	\$ 0.80	6	\$ 4.80
TSU770010	LUG NUT	\$ 0.72	8	\$ 5.76
TSU770038	WHEEL STUD	\$ 3.01	2	\$ 6.02
TSU770040	WHEEL STUD	\$ 3.01	7	\$ 21.07
TTI800010	9R20 TIRE	\$ 119.14	2	\$ 238.28
TTI800012	10R22.5 TIRE	\$ 221.00	3	\$ 663.00
TTI800016	10R22.5 RECAP TIRE	\$ 63.89	6	\$ 383.34
TTI800022	185/75R14 TIRE	\$ 43.80	3	\$ 131.40
TTI800030	9R22.5 TIRE	\$ 166.69	3	\$ 500.07
TTI800032	9R22.5 RECAP	\$ 54.81	3	\$ 164.43
TTI800049	235/75R15	\$ 71.60	1	\$ 71.60
TAC910007	A/C COMPRESSOR	\$ 215.64	1	\$ 215.64
TAC910036	A/C COMPRESSOR	\$ 223.38	2	\$ 446.76
			TOTAL	\$ 35,125.23

Memorandum of Agreement
Between
Redlands Christian Migrant Association (RCMA)
and
The SCHOOL BOARD of Indian River County

Agreement made and entered in Indian River County, Florida this 10th day of May, 2017, by and between the SCHOOL BOARD of Indian River County hereinafter referred to as the SCHOOL BOARD and the Redlands Christian Migrant Association (RCMA) Child Development Centers, a non-profit organization.

Purpose:

The purpose of the agreement is to establish the responsibilities of the SCHOOL BOARD and RCMA Child Development Centers relative to services for preschool children with disabilities. Both the SCHOOL BOARD and RCMA Child Development Centers support the right of all children with disabilities to receive a free and appropriate public education including all necessary special education and related services in accordance with state and federal statutes and regulations.

Responsibilities:

The following terms and conditions are agreed to by the SCHOOL BOARD and RCMA Child Development Centers:

1. Screening and evaluation services will be provided to RCMA Child Development Centers children upon referral to the SCHOOL BOARD, Exceptional Student Education (ESE) Department consistent with SCHOOL BOARD procedures.
2. Placements will be considered for RCMA Child Development Centers preschool for children with disabilities when the Individual Education Plan (IEP) indicates the need for a less restrictive setting.
3. Staff members of RCMA Child Development Centers will participate in the development and implementation of the Individualized Educational Program (IEP) as appropriate. RCMA Child Development Centers will work cooperatively with the SCHOOL BOARD to achieve the goals and objectives listed in each child's IEP.
4. Therapy services provided by the SCHOOL BOARD may be at RCMA Child Development Centers or a place designated by the SCHOOL BOARD. Procedures will be consistent with those specified in the Special Programs and Procedures for Exceptional Students. Transportation will be provided by the SCHOOL BOARD if services are provided at a public school site.
5. Appropriate classroom space for provision of therapy services will be provided by RCMA Child Development Centers. Social services and parent involvement will be the responsibility of RCMA Child Development Centers, consistent with each child's IEP.

6. Children with disabilities served in RCMA Child Development Centers who receive therapy services provided by the SCHOOL BOARD will be considered dually enrolled in both agency programs. Records and reports will be shared by both agencies. Records and reports regarding or identifying students being served by both agencies pursuant to this Agreement shall be maintained as confidential to the fullest extent provided by federal law (FERPA) and Florida law (Section 1002.221, Florida Statutes). Confidentiality Procedural Safeguards will be maintained by securing appropriate parent release of information forms in accordance with the RCMA Child Development Centers Performance Standards and SCHOOL BOARD regulations.
7. RCMA Child Development Centers will refer to the SCHOOL BOARD any child in its program or screened by RCMA who is reasonably suspected of having a qualifying disability under Florida law or the Individuals with Disabilities Act.
8. RCMA Child Development Centers shall maintain, at its own expense, the insurance coverage, including workers' compensation coverage, required by the law of Florida and by regulations of the Florida Department of Education. All insurance coverages (including but not limited to commercial general, errors and omissions, automobile and workers' compensation coverages) shall be established to the reasonable satisfaction of the SCHOOL BOARD. If the parties cannot agree as to a reasonable level of insurance coverage, then this Agreement may be terminated on 30 days notice for that reason. Additionally, RCMA Child Development Centers agrees to hold harmless and indemnify the SCHOOL BOARD and its officers, agents and employees, from and against any and all claims, lawsuits, and damages, including attorney's fees, that arise out of the performance of this Agreement.
9. In the event any of the provisions of this agreement are violated by RCMA Child Development Centers, the Superintendent or a designee shall give written notice to RCMA Child Development Centers stating the deficiencies and unless the deficiencies are corrected within (10) days, recommendation will be made to the SCHOOL BOARD for immediate cancellation. Upon cancellation the School may pursue any and all legal remedies as provided herein and by law. The SCHOOL BOARD of Indian River County, Florida, reserves the right to terminate this agreement at any time and for any reason, upon giving thirty days prior written notice to the other party. If this agreement is terminated for convenience as provided herein, The SCHOOL BOARD shall be relieved of all obligations under this agreement.
10. RCMA Child Development Centers will comply with all applicable Federal and State civil rights and anti-discrimination Laws and Regulations, including but not limited to Title VI and VII, Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, as amended, (Non-Discrimination against handicapped), and Americans with Disabilities Act. It is expressly understood that upon receipt of substantial evidence

of such discrimination, the SCHOOL BOARD shall have the right to terminate this agreement for breach.

This agreement shall apply to children who meet enrollment criteria for RCMA Child Development Centers and are suspected or identified as disabled. It shall be effective July 1, 2017 and shall continue until June 30, 2018.

In Witness Whereof, and in consideration of the mutual promises set forth herein, this Agreement is made and entered into effective as of the date and year written above.

The School Board of Indian River County, Florida

BY: _____
Charles G. Searcy, Chairman

ATTEST:

BY: _____
Dr. Mark J. Rendell, Superintendent

Date Approved: _____

RCMA Child Development Centers

RCMA Child Development Centers Program Coordinator
Executive Director

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Baldwin Krystyn Sherman
4010 W Boy Scout Blvd
Suite 200
Tampa FL 33607

CONTACT
NAME:
PHONE (A/C No. Ext): 813-984-3200 FAX (A/C No.): 813-984-3201
E-MAIL: certificates@bks-partners.com
ADDRESS:

INSURED 1REDLASS1
Redlands Christian Migrant Association
402 West Main Street
Immokalee FL 34142-3933

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Insurance Co	18058
INSURER B: Travelers Indemnity Company	25658
INSURER C: Hiscox Insurance Company, Inc.	10200
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1185556863

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		PHPK1459122	3/1/2017	3/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/POP AGG \$3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		PHPK1459122	3/1/2017	3/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB531533	3/1/2017	3/1/2018	EACH OCCURRENCE \$12,000,000 AGGREGATE \$12,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B C A	Crime Directors & Officers Professional E&O			105574440 UDA110068816 PHPK1459122	3/1/2017 3/1/2017 3/1/2017	3/1/2020 3/1/2018 3/1/2018	1,000,000 Limit 2,000,000 Limit 1,000,000 Incident 1,000,000 Aggregat 2,000,000 Aggregat 3,000,000 Aggregat

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: RCMA Whispering Pines CDC The School Board of Indian River County is included as additional insured where required by written contract with respect to general liability and auto liability.

CERTIFICATE HOLDER

School Board of Indian River County
6500 57th Street
Vero Beach FL 32967-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

COLLABORATIVE AGREEMENT
THE SCHOOL BOARD OF INDIAN RIVER COUNTY
AND
ECONOMIC OPPORTUNITY COUNCIL OF INDIAN RIVER AND OKEECHOBEE
COUNTIES HEAD START

The School Board of Indian River County, hereinafter referred to as the "Board" and the Economic Opportunity Council of Indian River and Okeechobee Counties Head Start, hereinafter referred to as "EOC-IROCHS", this 10th day of May, 2017, enter into this collaborative agreement to provide services to children with disabilities, ages three through five, enrolled in Centers located in Indian River County.

WHEREAS, under the Part B, of the Individuals with Disabilities Education Act (P.L. 102-119, Amendment 105-17), schools are responsible for providing appropriate assessments for Exceptional Student Education eligibility, for children three to five years of age, who are suspected of having qualifying disabilities, and determining their eligibility for special programs; and

WHEREAS, under the Equal Opportunity Act of 1965 (P.L. 92-424), Head Start programs were mandated to set aside 10% of their enrollment for children with disabilities and EOC-IROCHS actively recruits, enrolls and serves children with disabilities; and

WHEREAS, the BOARD and EOC-IROCHS both desire to establish and implement educational programs for children with disabilities ages three to five; and

WHEREAS, both parties wish to comply with all established laws, rules and regulations for such Exceptional Student Education programs;

NOW THEREFORE, in consideration of mutual covenants herein contained, the parties agree as follows:

1. The BOARD agrees to:
 - a. Ensure that students served in the EOC-IROCHS student education program are properly referred by EOC-IROCHS staff for evaluation, eligibility and recommendation for placement by BOARD'S Procedures of the Exceptional Student Education Department.
 - 1.) Provide training and advice on appropriate screening instruments or assist with appropriate screenings.
 - 2.) Schedule multi-disciplinary meetings as needed with the EOC-IROCHS Coordinator for students who may be considered for assessment, targeted interventions or referred for outside agency assistance after a review of data collected by EOC-IROCHS staff.

- 3.) Provide certified/licensed psychologists and other specialists to evaluate those children suspected of having disabilities, within a reasonable amount of time based on receipt of referral and parent consent to release information to the BOARD, receipt of pertinent student information, and amount of referrals presently being considered. If a comprehensive multi-disciplinary evaluation cannot be scheduled in an established time frame, EOC-IROCHS will be notified no later than thirty (30) working days after referral so that alternative arrangements can be made for the evaluation.
 - 4.) Provide for the use of valid tests and evaluation materials, administered and interpreted by trained personnel, in agreement with established standards.
 - 5.) For children not proficient in the English language, the BOARD will make every effort to assure the use of an interpreter in the child's home language or other evaluation materials that are appropriate for non-English speakers.
 - 6.) Notification of staffing will be sent to EOC-IROCHS staff/parents and appropriate BOARD personnel approximately ten (10) days prior to the staffing date.
- b. Provide Multi-Disciplinary Staffing Committee, consisting of a minimum of three (3) professional personnel, including appropriate EOC-IROCHS staff, to review: screeners; intervention data; anecdotal teacher information; evaluation results; and determine eligibility/ineligibility of those children for special programs. If eligibility is established, an Individual Education Plan or Individual Family Services Plan will be developed by the Committee for implementation. Appropriate documentation will be provided to Head Start.
 - c. Ensure parental involvement in the development and implementation of individualized educational plans (IEP) and family support plans.
 - d. Provide resources to parents related to the implementation of the Individuals with Disabilities Education Act (IDEA) as it relates to prekindergarten children with disabilities at their schools.
 - e. Provide EOC-IROCHS personnel with reports every nine (9) weeks on each child being given direct service.
 - f. Provide in-service training to EOC-IROCHS staff and parents in the areas of appropriate identification, IEP/IFSP compliance, and program information/implementation, and mainstreaming activities.

- g. Provide technical assistance and materials to EOC-IROCHS staff, on request in the areas of appropriate identification, IEP/IFSP compliance, and program information/implementation and inclusion activities.
 - h. Provide EOC-IROCHS with consultative services related to Exceptional Student Education programs.
 - i. Invite EOC-IROCHS to participate in the Multi-Disciplinary team transition meeting, when appropriate. Provide assistance in ensuring the timely and appropriate transition of children in the EOC-IROCHS program to a BOARD operated school program, when applicable.
 - j. Include children who are eligible for Exceptional Student Education in the appropriate counts and afford them all their rights.
 - k. Arrange and make provisions for transportation, in accordance with established procedures for children who receive full time Exceptional Student Education services in Indian River County.
2. The EOC-IROCHS agree to:
- a. Provide adequate and necessary materials and supplies for the children in the program.
 - b. Provide an appropriate classroom facility and educational environment to include a locking file cabinet and storage area.
 - c. Complete health screening on all children, within 45 days of child's enrollment in the EOC-IROCHS program, as required in the Head Start Performance Standards.
 - d. Engage qualified mental health consultants to observe children in a classroom setting as part of the health screening process.
 - e. Conduct developmental screening on all children to include gross motor, fine motor, speech, expressive language, receptive language, social/emotional, self-help and cognitive areas, within 45 days of child's enrollment.
 - f. Provide appropriate Immunization and medical records (including a copy of the birth certificate and social security/Medicaid numbers), for children who have been referred for evaluation, provide developmental screening information.
 - g. Provide BOARD with appropriate personnel including interpreters, to create an effective Evaluation and Multi-Disciplinary Staffing Committee.

- h. Provide appropriate training of EOC-IROCHS staff and parents in regards to various disabilities.
 - i. Make referrals to the BOARD of any child suspected of having disabilities within fifteen (15) days.
 - j. Participate in Child Find activities to assist in recruiting children with disabilities.
 - k. Assist programs in reporting the number of children receiving services under an individual educational plan to the local education agency for the Full Time Equivalency (FTE) child count and other data as requested by the Department of Education.
 - l. Provide BOARD with copies of staff credentials.
 - m. Maintain, at its own expense, the insurance coverage, including workers' compensation coverage, required by the law of Florida and by regulations of the Florida Department of Education. All insurance coverages (including but not limited to commercial general liability, errors and omissions, automobile and workers' compensation coverages) shall be established to the reasonable satisfaction of the School District. If the parties cannot agree as to a reasonable level of insurance coverage, then this Agreement may be terminated on thirty day notice for that reason. Additionally, EOC-IROCHS agrees to hold harmless and indemnify the School Board of Indian River County and its agents and employees, from and against any and all claims, lawsuits, and damages that arise out of the performance of this agreement.
3. Both parties agree:
- a. Provide Exceptional Student Education and related services in the least restrictive environment as required by the child's needs.
 - b. To comply with Federal, State and local policies of nondiscrimination against any child on the basis of race, creed, national origin, tribal affiliation, religion, sex or disability.
 - c. To comply with all federal, state, and district laws, rules and regulations.
 - d. In the event that any part, term or provision of this agreement is by a court of competent jurisdiction found to be illegal, unenforceable, or in direct conflict with federal, state or local laws, the validity of the remaining portions and provisions shall not be affected, and the rights and obligations of the party shall be construed and enforced as if this agreement did not contain a particular part, term or provision held to be so invalid.

- e. This agreement may be amended or modified only in writing and executed by both parties. This agreement may be terminated by either party. If either party terminates for convenience herein, it shall not be liable for breach of contract, lost profits, or other such damages whether consequential or inconsequential.
- f. To review and/or update collaboration agreement annually.
- g. Provide parents with information on their rights according to Individuals with Disabilities Act (IDEA).
- h. Keep all information given and received as confidential as required by state and federal law.
- i. Disputes shall be resolved through mediation or in accordance with conflict resolution procedures. If a dispute is not resolved pursuant to mutually agreed conflict resolution, then either party may terminate this agreement with or without cause by giving the other party thirty days written notice of termination.

IN WITNESS WHEREOF, this agreement has been executed effective on the date and year first above written and shall cover the EOC-IROCHS school year schedule commencing 2017-2018 school year.

The School Board of Indian River County, Florida

BY: _____
Charles G. Searcy, Chairman

ATTEST:

BY: _____
Dr. Mark J. Rendell, Superintendent

Date Approved: _____

Economic Opportunity Council of Indian River and Okeechobee Counties Head Start

WITNESS

WITNESS

2/24/17

DATE

BY: _____
EXECUTIVE DIRECTOR



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CBIZ Weekes & Callaway 3945 West Atlantic Avenue Delray Beach FL 33445-3902		CONTACT NAME: Sandi Maudsley, CRIS PHONE (A/C, No, Ext): (561) 278-0448 FAX (A/C, No): (561) 278-2391 E-MAIL ADDRESS: smaudsley@cbizwc.com	
INSURED Economic Opportunities Council of Indian River County PO Box 2766 Vero Beach FL 32961		INSURER(S) AFFORDING COVERAGE INSURER A: ARCH INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL167808206

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			NCPKG0072208	7/12/2016	7/12/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Blkt Additional Insured						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Waiver of Subrogation						GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY			NCAUT0072208	7/12/2016	7/12/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							PIP-Basic \$ 10,000
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			NCFXS0072203	7/12/2016	7/12/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			NFP008659004	7/12/2016	7/12/2017	WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability						\$1,000,000 Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The School District of Indian River County is named as an additional insured in regards to general liability as required by written agreement.

CERTIFICATE HOLDER**CANCELLATION**

Sherry.johnson@indianriver School District of Indian River County Attention: Sherry Johnson 6500 57th Street Vero Beach, FL 32967	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Marla Floyd/SM <i>Marla Floyd</i>



**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 **October 31, 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: 4/26/17

**SCHOOL BOARD OF INDIAN RIVER
COUNTY**

BY: _____

NAME: _____

TITLE: _____

ATTEST BY: _____

TITLE: _____

DATE: _____

This Page Intentionally Left Blank

SEBASTIAN RIVER HIGH SCHOOL

9001 Shark Boulevard • Sebastian, Florida 32958

Telephone: (772) 564-4170 • Fax: (772) 564-4182

May 1, 2017

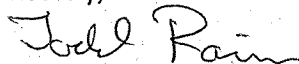
Mrs. Dampier,

The SRHS Rowing team competed over the weekend in the Florida State Rowing Association Championships. It is here where rowers have a chance at qualifying for Nationals. Twenty-four rowers earned a bid to Nationals. Our Rowing coach Tom Lange is requesting permission to travel to Scholastic Nationals in Camden, New Jersey from May 24th – 28th.

Once approved for Nationals which is hosted by the Scholastic Rowing Association of the America, we will secure travel and accommodation for the athletes, coaches, and chaperones selected to attend. The itinerary will be in the hands of administration well before the team departs for New Jersey. We also have event insurance through US Rowing and have provided proof of insurance.

The Rowing team has made many out of state trips in the past years and I fully support the team in this request. All expenses for the trip will be provided by the team's booster club. Thank you for your consideration.

Sincerely,



Todd Racine
Principal

cc. Tom Lange
Head Rowing Coach

"You Can't Hide That Shark Pride"

Todd Racine
Principal

Dariyall Brown
Assistant Principal

Michele Holmes
Assistant Principal

Kelly Ward
Assistant Principal

William Wilson III
Assistant Principal

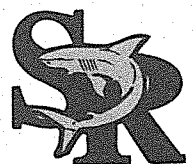
Madison Flory
Guidance Counselor

Kim O'Keefe
Guidance Counselor

Wendy Palmer
Guidance Counselor

Lynn Phillips
Guidance Counselor

Enrique Valencia
Guidance Counselor





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/21/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Roehrs & Company 736 Springdale Drive Exton PA 19341-0100 INSURED United States Rowing Association and it's member organizations 2 Wall Street Princeton NJ 08540		CONTACT NAME: Wendy Pierce PHONE (A/C, No, Ext): (610) 363-7999 E-MAIL ADDRESS: wendypierce@roehrs.com FAX (A/C, No): (610) 363-5231	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Philadelphia Indemnity Ins Co	18058
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 16-17 Master**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		PHPK1591007	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
	<input checked="" type="checkbox"/> Watercraft Liability	MED EXP (Any one person) \$ 5,000				
	<input checked="" type="checkbox"/> Contractual Liability	PERSONAL & ADV INJURY \$ 1,000,000				
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 5,000,000
POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
OTHER:						\$
A	AUTOMOBILE LIABILITY		PHPK1591007	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	PHUB567392	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						OTH-ER
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is included as Additional Insured with respect to sponsored/supervised activities of the named insured and it's member organizations. This certificate is issued on behalf of USRowing member Sebastian River High School Crew.

CERTIFICATE HOLDER**CANCELLATION**

School District of Indian River County 6500 57th Street Vero Beach, FL 32967	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Giles B. Roehrs/WSP

© 1988-2014 ACORD CORPORATION. All rights reserved.

OWNER/ CONTRACTOR CONSTRUCTION AGREEMENT (LUMP SUM)

THIS AGREEMENT is dated and will be effective on the 9TH day of May, 2017, by and between the School Board of Indian River County, an entity existing under the laws of the state of Florida, (hereinafter called OWNER) and Crowther Roofing and Sheet Metal of Florida, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ROOF REPLACEMENTS

DODGERTOWN ELEMENTARY SCHOOL

For The School Board of Indian River County

(As per terms and conditions of Brevard County School Board

ITB #14-B-060-DW for Roofing Services)

Roof Replacements on the Dodgertown Elementary School campus located in Vero Beach, Florida. The Work shall consist of all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor for Roof Replacements for Roof Sectors, A, B, C, D, E, F, F, H & I as per proposal, as well as all other required work as detailed in the plans and specifications, schedule of values of the Contractor as approved in writing by the ARCHITECT, together with this Contract and the General Conditions of Contract 1997 AIA General Conditions 201 and by this reference incorporated herein, (collectively referred to as "Contract Documents").

ARTICLE 2 – ARCHITECT

The Project has been designed by REI Engineers, Inc. who is hereinafter called Architect and who is to act as OWNER's representative. The Architect shall assume all duties and responsibilities and have the rights and authority to act as the Architect as specified in the Contract Documents in connection with completion of the Work and in accordance with the Contract Documents. The Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its Architect and so advising the Contractor in writing, at which time the person or organization so designated shall be the Architect for purposes of this Contract.

ARTICLE 3 - CONTRACT TIME

- 3.1 Work shall be substantially completed within 81 calendar days (or by August 4, 2017) from the date the Notice to Proceed is issued by Owner. The work shall be ready for Final Completion within 21 calendar days (or by August 25, 2017) from the date of Substantial Completion.
- 3.2 LIQUIDATED DAMAGES. Time is of the essence in the performance of the Work. The Owner and Contractor agree that the losses suffered by Owner if Substantial Completion of the Work is not achieved, are not ascertainable at this time. Contractor acknowledges and agrees that, since time is of the essence, the Owner will suffer financial and other losses if Substantial Completion of the Work is not achieved within the Contract Time, as the Contract Time may be adjusted pursuant to the terms of the Contract Documents. Should the Contractor fail to achieve Substantial Completion of the Work within the Contract Time, Owner shall be entitled to assess, as liquidated damages but not as a penalty, the sum of \$500.00 for each calendar day thereafter until Substantial Completion is achieved and \$250.00 for each calendar day thereafter until Final Completion is achieved. Should the Contractor achieve Substantial Completion of the Work within the Contract Time but fail to achieve Final Completion of the Work within the Contract Time, Owner shall be entitled to assess, as liquidated damages but not as a penalty, the sum of \$250.00 for each calendar day thereafter until Final Completion of the Work is achieved. Contractor 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 Contractor fails to achieve Substantial Completion or Final Completion of the Work within the Contract Time. Further, the parties acknowledge that it would be extremely difficult, if not impossible, to ascertain Owner's actual damages with any degree of certainty in the event Contractor fails to achieve either Substantial Completion or Final Completion of the Work within the Contract Time. Owner has paid to Contractor out of the first payment hereunder, the consideration of \$10.00 as consideration for this provision.
- 3.3 No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded by the Architect and in accordance with the Contract Documents. The time during which the Contractor is delayed in the performance of the Work by acts or omission of the Owner or Architect or any other unforeseeable conditions or events that could not have reasonably been predicted shall be added to the time for completion

of the Work. A change in Contract Time may only be authorized by a written Change Order.

- 3.4 The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein. The Contractor shall not mobilize, commence Work or store materials or equipment on site until: (1) written Notice to Proceed is issued or until the Contractor otherwise receives the Owner's written consent and; (2) all bonds and Certificates of Insurance have been executed, delivered to and accepted by the Owner and; (3) Contractor has delivered to Owner his as-planned schedule, original job cost estimate, list of Subcontractors and corporate resolution designating his representative.
- 3.5 The Date of Substantial Completion of the Work is the Date certified by the Architect and the Owner when the Work is sufficiently complete, in accordance with the Contract Documents, so the Owner can fully occupy and utilize the Work for the use for which it is intended, with all of the Project's parts and systems operable as required by the Contract Documents. Only incidental corrective work and any final cleaning beyond that needed for the Owner's full use may remain for final completion.
- 3.6 The date of Final Completion of the Work is the date certified by the Owner and Architect when the Work is totally complete, to include all items listed on the inspection report following substantial completion inspection, in accordance with the Contract Documents and the Owner may fully occupy and utilize all of the Work for the use for which it is intended.

ARTICLE 4 - CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, subject to adjustment as provided therein, in current funds as follows:

The Contractor's price(s) in the Bid Form is in the amount of **\$244,125.00**. The Owner will include a **\$24,413.00** contingency, for a total contract amount of **\$268,538.00**. Any contingency remaining at the closeout or completion of the project will be retained by the Owner.

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with the Contract Documents, AIA Form G702. Applications for Payment will be approved by Architect, then forwarded to the Owner for payment as provided in the Contract Documents.

- 5.1. **PROGRESS PAYMENTS.** OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by Architect. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the Contract Documents. The OWNER agrees to make payments within 25 business days providing the CONTRACTOR processes the invoice and delivers same to the Facilities Division Bookkeeping Department as the single agent/point of contact, by the 20th of the preceding month. The OWNER will not withhold payment without proper and adequate justification.

General Requirements

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Architect shall determine, or OWNER may withhold, in accordance with the Contract Documents.

90% of Work completed.

0% of materials and equipment not incorporated in the Work.

5.1.2. Upon Substantial Completion payment may be made in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts, as Architect shall determine, or OWNER may withhold, in accordance with the Contract Documents.

5.1.3. When the Architect determines 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", which establishes a single list providing feedback to the Contractor on non-conforming work, or work requiring further quality adjustments and must be developed within 30 calendar days of the date of substantial completion and delivered to Contractor within 5 calendar days thereafter; the date the Contractor will have completed all items on the Substantial Completion Punch List, and such other items as the Architect

and Owner deem appropriate. The Certificate of Substantial Completion shall be executed by the Architect, Contractor and Owner. The Contractor will promptly engage in completing the Substantial Completion Punch List within 10 days of its issuance.

- 5.2. **FINAL PAYMENT.** Final payment of the Contract Sum will be made after the Architect certifies that the Work is complete, Owner's representatives complete their final acceptance report, the School District's Building Official completes the final inspection and a "certificate of occupancy" is issued. . Final Payment to the contractor requires School Board approval in accordance with Florida Statute 1013.50. It is understood and agreed, that final payment will not be withheld if a certificate of final inspection is issued by the Owner's Uniform Building Code Inspector, or if any other government agency refuses to give final acceptance for any reason other than the failure of the Contractor to complete the Work in accordance with the Contract Documents. Further, neither final payment nor any remaining Retainage shall be paid to the Contractor until the Architect has received an affidavit in a form sufficient to the Owner that all indebtedness in connection with the performance of the Work for which the Owner or the Owner's property may be held liable or encumbered, have been fully paid or otherwise satisfied; a certification in a form acceptable to the Owner which establishes that all required insurance will remain in full force and effect after final payment and will not be cancelled or allowed to expire until at least 30 days prior written notice has been provided to the Owner; consent of the surety to final payment; and any other certifications reasonably required by the Owner establishing full payment or satisfaction of any obligations. In the event the Contractor fails to furnish such certifications as the Owner reasonably requires to satisfy the Owner that there are no outstanding liens, the Owner may require the Contractor as a condition of final payment and at the Contractor's expense, to furnish a bond in a form and amount satisfactory to the Owner to indemnify the Owner against such liens or claims. The one year warranty period for the work will begin upon Final Completion. Warranty will be for all workmanship, material, and equipment except for Owner insured damages.
- 5.3 **CHANGE ORDERS.** No change in the Contract Sum or Time may be made except by a duly authorized and executed written Change Order. If the Change in or addition to the Work will result in an increase in the Contract Sum, the Owner shall have the right to require the performance thereof on a lump sum basis, a unit price basis or a time and material basis, all as hereinafter more particularly described (the right of the Owner as aforesaid shall apply with respect to each such Change in the Work). Any such Change Order shall be substantiated by complete itemized statements showing quantities and unit prices for material, labor (including

all applicable fringe benefits), equipment, markup for overhead and profit, and other items of cost. Costs of labor (including all applicable fringe benefits) and materials shall be actual costs to the subcontractor. All duly authorized and executed Change Orders shall become a part of the Contract Documents as described in Article 8.

ARTICLE 6 – OWNERS PROJECT REPRESENTATIVE

- 6.1 The Owner's Project Representative who shall act as OWNER'S PROJECT MANAGER is Richard Huff who is a School District employee. The Owner's Project Manager has the authority to approve matters contemplated in this Agreement where the monetary impact is within the Owner approved Contingency.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions, laws, rules, regulations, codes, ordinances that in any manner may affect cost, progress, performance, or furnishing of the Work. Contractor fully understands the intent and purpose of the project and agrees to maximize Owner's fulfillment and needs.
- 7.2. CONTRACTOR IS AT RISK. Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground and Concealed Facilities internal or contiguous to the site and assumes responsibility for the accurate location of said Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said facilities are or will be required of OWNER by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. Only at Owner's discretion will Owner expend funds or resources to the project in the repair, preservation, or reuse of these existing facilities that are outside of the project scope or included in the Contract Documents.
- 7.3. CONTRACTOR has given ARCHITECT written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents

and the written resolution thereof by ARCHITECT is acceptable to CONTRACTOR.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work, consist of the following:

- 8.1 This Agreement consisting of 36 pages.
- 8.2 Performance Bond and Payment Bond in accordance with F.S. 255.01 et. seq. consisting of TBD pages (plus Power of Attorney Forms as applicable).
- 8.3 Notice of Award (N/A)
- 8.4 General Conditions consisting of (N/A)
- 8.5 Supplementary Conditions consisting of N/A.
- 8.6 Drawings to be prepared and provided by REI Engineers, Inc.
- 8.7 Specifications to be prepared and provided by REI Engineers, Inc.
- 8.8 Addenda numbers N/A to N/A, inclusive.
- 8.9 CONTRACTOR'S Bid. (Contractor's *proposal* attached)
- 8.10 The following which may be delivered or issued after the Effective Date of the Agreement are not attached hereto, which shall be all Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Contract Documents.
- 8.11 The documents listed under Article 8 above are attached to this Agreement (except as expressly noted otherwise above).
- 8.12 Anything shown on the drawings and not mentioned in the specifications or mentioned in the specifications and not shown on the drawings shall have the same effect as if shown or mentioned respectively in both. Technical specifications take priority over general specifications and detail drawings take precedence over general drawings. Any work shown on one drawing shall be construed to be shown in all drawings and the Contractor will coordinate the work and the drawings. If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: The Owner- Contractor Agreement;

Modifications; Addenda; any Supplementary Conditions; the General Conditions; the Specifications; the Drawings; as between schedules and information given on Drawings, the schedules shall govern; as between figures given on Drawings and the scaled measurements, the figures shall govern; as between large-scale Drawings and small scale Drawings, the larger scale shall govern. Any such conflict or inconsistency between or in the drawings shall be submitted to the Design Consultant whose decision thereon shall be final and conclusive.

- 8.13 The provisions of this Contract cannot be amended, modified, varied or waived by the Owner or its agents or representatives in any respect except by a Modification approved and executed by the School Board of Indian River County. The Contractor is hereby given notice that no person or entity has authority to orally waive, or to release the Contractor from any of the Contractor's duties or to alter obligations under or arising out of this Contract. Any waiver, approval or consent granted by Modification to the Contractor shall be limited to those matters specifically and expressly stated thereby to be waived, approved or consented to and shall not relieve the Contractor of the obligation to obtain any future waiver, approval or consent.

This Agreement and the Construction 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 cancelled. This Agreement can be modified or amended only by a written document duly executed by the parties or their duly appointed representative.

ARTICLE 9 – ARCHITECT

- 9.1 Should errors, omissions, or conflicts in the Drawings, Specifications, or other Contract Documents prepared by the Architect be discovered, the Architect will prepare such amendments or supplementary documents and provide consultation as may be required.
- 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to familiarize itself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of such on-site observations, the Architect and his consulting engineers shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. Contractor shall not be relieved from any of the obligations of

the Contract Documents as a result of the Architect's failure to detect any defective or deficient Work of the Contractor or others working by, through or under the Contractor.

- 9.3 The Architect shall at all times have access to the work wherever it is in preparation or progress. The Contractor shall provide safe facilities for such access so the Architect may perform his functions under the Contract Documents.
- 9.4 All interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents. The Architect's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.
- 9.5 The Architect has the authority to condemn or reject work on behalf of the Owner when, in its opinion, the work does not conform to the requirements of the Contract Documents. Whenever, in the Architect's reasonable opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have the authority to require special inspection or testing of the work in accordance with the provisions of the Contract Documents whether or not such work be then fabricated, installed or completed.
- 9.6 The Architect will conduct inspections to determine the dates of Substantial Completion and Final Completion, and will issue a final Certificate for Payment. The Architect shall be solely responsible for issuance of Certificates of Substantial and Final Completion.

ARTICLE 10 – MISCELLANEOUS

- 10.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, will have the meanings indicated in the General Conditions.
- 10.2 If the Contract Documents, laws, rules, regulations or orders of any State or Federal authority having jurisdiction require any portion of the Work to be inspected, tested, or approved, the Contractor shall give the Owner and Architect timely notice of its readiness so they may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities. Unless otherwise provided, the Owner shall bear all costs of other inspections, tests or approvals. The Contractor shall pay for all utilities required for testing of installed equipment of all of his work and the work of each Subcontractor.

10.3 Contractor shall include all subcontractors as insureds under its policies or shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Owner reserves the right to request copies of subcontractor's Certificates at any time. If Contractor does not verify subcontractors' insurance as described above, Owner has the right to withhold payments to the Contractor until the requirements have been met.

10.3.1 The Contractor shall deliver the required bonds and proofs of insurance to the Owner prior to the commencement of any Work, and in no event any later than 10 days after the execution of this Agreement.

10.3.2 The Contractor shall, throughout the performance of its services under this Agreement and throughout the term of this Agreement maintain and provide to the Owner the insurance coverages listed in this Article. The insurance policies shall be issued and underwritten by a licensed insurer, licensed as such in the State of Florida. The Contractor shall provide insurance that may not be reduced, terminated, or cancelled unless 30 days prior written notice thereof is furnished to the Owner. Certificates of insurance and copies of all policies (if required by the Owner) shall be furnished to the Owner within 10 days after the execution of this Agreement. In the event of any cancellation or reduction in insurance coverage, the Contractor shall obtain substitute coverage, without any lapse of coverage whatsoever. The insurance policies shall name the Owner, the Owner's representatives, and the officers, directors, agents, employees and assigns of the Owner as additional insured (except for the professional liability and worker's compensation insurance).

10.3.3 The Owner may, in its sole discretion, procure and pay for the required Builders Risk insurance for the Project. In the event Owner elects to procure and pay for the Builders Risk insurance for the Project, the Contractor shall cooperate with Owner and provide any requested information for the procurement of the Builders Risk insurance.

10.3.4 The insurance required from the Contractor in this Article shall include all major divisions of coverage, and shall be on a commercial general basis including premises and operations (including X-C-U), Independent Contractor Hired Products and Completed Operations, and Owned, Non-owned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or others set forth in the Contract

Documents, whichever is greater. All insurance shall be written on an occurrence basis, unless the Owner approves in writing coverage on a claims-made basis. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the work until date of final payment and termination of any coverage required to be maintained after final payment.

10.3.5 The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending limits of coverage.

10.3.6 Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises Operation (including X-C-U as applicable)
2. Independent Contractor's Hired
3. Products and Completed Operations
4. Personal Injury Liability
5. Contractor liability including the provision for Contractor's obligation of indemnification and hold harmless
6. Owned, non-owned and hired motor vehicles
7. Broad Form Property Damage including Completed Operations

10.3.7 The insurance required by this Article shall be written for not less than the following, or greater if required by law.

1. Workers' Compensation:

- (a) State: As required by Chapter 440, Florida Statutes
- (b) Applicable Federal (e.g. Longshoremen's Statutory)
- (c) Employer's Liability: \$500,000.00

2. Commercial General Liability (including Premises Operations; Independent Contractor Hired; Products and Completed Operations; Broad Form Property Damage):

- (a) Bodily Injury:
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000
- (b) Property Damage:
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000.

- (c) Products and Completed Operations to be maintained for one year after final payment
 - (d) Property Damage Liability Insurance shall provide S, C or U Coverage as applicable
- 3. Contractual Liability:
 - (a) Bodily Injury:
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000.
 - (b) Property Damage:
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000.
- 4. Personal Injury, \$1,000,000.00 per claimant; with an annual general aggregate per policy of not less than \$2,000,000
- 5. Commercial Automobile Liability: The State of Florida has no-fault automobile insurance requirements. The Contractor shall be certain coverage is provided which conforms to any specific stipulation in the law.
 - (a) \$1,000,000.00 per incident or occurrence combined single limit for bodily injury and property damage; with an annual general aggregate per policy of not less than \$2,000,000.

10.3.8 The Contractor shall procure property insurance for any portion of the Work stored off Site or in transit, and the cost for such shall be borne by the Contractor.

10.3.9 Boiler and Machinery Insurance. The Contractor shall purchase and maintain boiler and machinery insurance if applicable to the Contract Documents. This insurance shall remain in full force and effect until final acceptance of the insured items by the Owner.

10.4.0 Performance and Payment Bonds. The Contractor shall furnish bonds covering the faithful performance of the Agreement and payment of any and all obligations arising under the Agreement as required by Florida law. Upon request, the Contractor shall furnish a copy to any person or entity requesting a copy. Such bonds shall be in conformance and

compliance with sec. 255.05, Florida Statutes, and shall contain the information and provisions set forth in the referenced section. Pursuant to sec. 255.05, the Contractor shall record the performance and payment bonds in the public records of Indian River County, Florida. The Contractor shall provide the recorded copy of the bonds to the Owner.

10.4.1 Insurance as Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the Contractor, its subcontractors, sub-subcontractors, material suppliers, employees, or agents to the Owner or others. Any remedy provided to the Owner, or the Owner's officers, employees, agents or assigns, by the insurance shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise.

10.4.2 No Waiver by Approval/Disapproval. Neither approval by the Owner nor failure to disapprove the insurance furnished by the Contractor shall relieve the Contractor of its full responsibility to provide the insurance as required by this Agreement.

ARTICLE 11 – TERMINATION OF THE CONTRACT

- 11.1 The Owner may, at any time upon ten (10) days' written notice to the Contractor, which notice shall specify that portion of the Work to be terminated and the date said termination is to take effect, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the work for the convenience of the Owner. The Contractor's sole remedy, in the event of such termination, will be the allowable termination costs permitted by Article 11.3. Contractor shall include termination clauses identical to Article 11 in each of his Subcontracts.
- 11.2 The Owner may, upon ten (10) days' written notice to the Contractor and to the Contractor's surety, terminate (without prejudice to any right or remedy of the Owner or any subsequent buyer of any portion of the Work) the employment of the Contractor and his right to proceed either as to the whole or any portion of the Work required by the Contract Documents and may take possession of the Work and complete the Work by Contract or otherwise in any one of the following circumstances:
- 11.2.1 if the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will ensure the Substantial or Final Completion of the Work within the Contract Time or fails to complete the Work within said periods;

- 11.2.2 if the Contractor is in material default in carrying out any provisions of the Contract;
 - 11.2.3 if the Contractor fails to supply a sufficient number of properly qualified and skilled workers or proper equipment or materials;
 - 11.2.4 if the Contractor fails to make prompt payment to Subcontractors or materialmen or for materials or labor;
 - 11.2.5 if the Contractor disregards laws, permits, ordinances, rules, the Lunsford Requirements, regulations or orders of any public authority having jurisdiction, or fails to follow the instructions of the Owner;
 - 11.2.6 if the Contractor violates any provisions of the Contract Documents; or
 - 11.2.7 if the Contractor refuses or fails to properly schedule, plan, coordinate and execute the Work, as specified herein, so as to perform the Work within the specified Milestone and Completion dates, or to provide scheduling or related information, revisions and updates as required by the Contract Documents.
- 11.3 If the Owner terminates the whole or any portion of the Work pursuant to ARTICLE 11, then the Owner shall only be liable to the Contractor for those reasonable costs reimbursable to the Contractor as calculated by Owner in Owner's sole discretion, provided however, that if there is evidence that the Contractor would have sustained a loss on the entire Contract had it been completed an appropriate adjustment shall be made reducing the amount of the allowable termination payment to reflect the indicated amount of loss. Contractor shall submit any claim of reimbursable cost, as stated in this paragraph, within 10 days of receipt of Notice of Termination or such claims are waived, released and forever barred. Reasonable costs owed to the Contractor by the Owner may include supplies, services, or property accepted by the Owner. In arriving at any amount due the Contractor, there shall be deducted any claim the Owner may have against the Contractor, amounts determined to be necessary to protect the Owner against loss because of outstanding or potential liens or claims, and the price for any materials, supplies, or other things acquired by the Contractor and not otherwise recovered by or credited to the Owner. The total sum to be paid to the Contractor shall not exceed the Contract Sum as reduced by the amount of payments otherwise made or to be made for Work not terminated and as otherwise permitted by the Contract.

11.4 After receipt of a notice of termination from the Owner, the Contractor shall:

11.4.1 stop Work under the Contract on the date and to the extent specified in the notice of termination;

11.4.2 place no further order or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated;

11.4.3 terminate all purchase orders and subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination;

11.4.4 at the option of the Owner, assign to the Owner in the manner, at the times and to the extent directed by the Owner, all of the rights in the subcontracts so terminated, in which case the Owner shall have the right, at his discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

11.4.5 settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts;

11.4.6 complete performance of such part of the Work as shall not have been terminated by the notice of termination; and

11.4.7 take such action as may be necessary for the protection and preservation of the property related to the Contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest.

11.5 In the event 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 will materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.

ARTICLE 12 – CONTRACTOR

12.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Owner and Architect any error, inconsistency or omission he may discover in the Contract Documents, including any requirement which may be contrary to any law, ordinance, rule, regulation or order of any public authority bearing on the performance of the Work. If the Contractor has reported in writing an error,

inconsistency or omission, has promptly stopped the affected work until otherwise instructed, and has otherwise followed the instructions of the Owner, the Contractor shall not be liable to the Owner for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without first possessing approved Shop Drawings, Product Data or Samples for such portion of the Work.

- 12.2 The Contractor and his Subcontractors shall keep at the site of the Work at least one copy of the approved drawings and specifications and shall at all times give the Owner, the Architect, inspectors, as well as other representatives of the Owner access thereto.
- 12.3 The Contractor shall supervise, coordinate and direct the Work, using his best skill and attention. He shall be solely responsible for and have control over all construction means, methods, techniques, sequences and procedures of construction and for coordinating all portions of the Work under the Contract.
- 12.4 It shall be the responsibility of the Contractor to coordinate the work, to maintain a progress schedule, and to notify the Owner and the Architect of any changes in the approved progress schedule.
- 12.5 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and sub-Subcontractors, suppliers, their agents and employees, and other persons performing any of the Work and for their compliance with each and every requirement of the Contract Documents, in the same manner as if they were directly employed by the Contractor.
- 12.6 The Contractor understands and agrees that the Owner and Architect will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and they will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Owner, and Architect will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.
- 12.7 The Contractor shall employ no plant, equipment, materials, methods or persons to which the Owner and Architect have a reasonable objection.
- 12.8 Background Check. The Contractor agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in sections 1012.467 or 1012.468 and consistent with

District policy, 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 School Board. This background screening will be conducted by the School Board in advance of the Contractor or its personnel or subcontractors providing any services under the conditions described in the previous sentence. The Contractor 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 Contractor and its personnel. The parties agree that the failure of the Contractor to perform any of the duties described in this section 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 Contractor 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 Contractor's failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.

- 12.9 The Contractor warrants to the Owner and the Architect that all materials and equipment furnished under this Contract will be new, unless otherwise specified, and that all workmanship will be of the best, first class quality, free from faults and defects and in conformance with the Contract Documents and all other warranties and guarantees specified therein. Where no standard is specified for such workmanship or materials, they shall be the best of their respective kinds. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials, workmanship and equipment. The warranties set forth in this paragraph and elsewhere in the Contract Documents shall survive Final Completion of the Work.
- 12.10 If, within one year after the Date of Final Completion of the Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective, not in accordance with the Contract Documents, or not in accordance with the guarantees and warranties specified in the Contract Documents, the Contractor or its Surety shall correct it within five (5) working days or such other period as mutually agreed, after receipt of a written notice from the Owner to do so. The Owner shall give such notice with reasonable promptness after discovery of the condition.

- 12.11 If at any time latent deficiencies in the Work are discovered, the Contractor will be liable for replacement or correction of such Work and any damages which Owner has incurred related thereto, regardless of the time limit of any guarantee or warranty, up to the time limit of the applicable statute of repose.
- 12.12 If the Contractor fails to correct defective or nonconforming Work as required, or if the Contractor fails to remove defective or nonconforming Work from the site, as required, the Owner may elect to either correct such Work or remove and store materials and equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may upon ten (10) additional days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Architect's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.
- 12.13 The Contractor shall prepare and submit to the Owner for the Owner's review and approval an as-planned progress schedule for the Work. The Contractor shall furnish such manpower, materials, facilities and equipment and shall work such hours, including night shifts, overtime operations and Sundays and holidays, as may be necessary to ensure the performance of the Work within the Milestone and Completion dates specified. If it becomes apparent to the Owner or Architect that the Work will not be completed within required Milestone or Completion dates, the Contractor agrees to undertake some or all of the following actions, at no additional cost to the Owner, in order to ensure that the Contractor will comply with all Milestone and Completion date requirements:
- 12.13.1 increase manpower, materials, crafts, equipment and facilities to accelerate performance of the Work;
 - 12.13.2 increase the number of working hours per shift, shifts per working day, working days per week, or any combination of the foregoing; and
 - 12.13.3 reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

- 12.14 In undertaking the actions required under paragraph 12.13, Contractor shall prepare a Recovery Schedule and comply with the requirements thereof. If the schedule recovery actions taken by the contractor are not satisfactory, the Owner or Architect may direct the Contractor to take any and all actions necessary to ensure completion within the required Milestone and Completion dates (which shall be at Contractor's sole expense), without additional cost to the Owner. In such event, the Contractor shall continue to assume responsibility for his performance and for completion within the required dates.
- 12.15 The Contractor shall be responsible for taking all steps necessary to ascertain the nature and location of the Work and the general and local conditions which can affect the Work or the cost thereof. Failure by the Contractor to fully acquaint himself with conditions which may affect the Work, including, but not limited to conditions relating to access, transportation, handling, storage of materials, availability of labor, water, roads, weather, topographic and subsurface conditions, Separate Prime Contractor conditions and schedules, applicable provisions of law, and the character and availability of equipment and facilities needed prior to and during the execution of the Work, shall not relieve the Contractor of his responsibilities under the Contract Documents and shall not constitute a basis for an adjustment in the Contract Sum or the Contract Time under any circumstances. The Owner assumes no responsibility for any understanding or representation about conditions affecting the Work made by any of its officers, employees, representatives, or agents prior to the execution of the Contract, unless such understandings or representations are expressly stated in the Contract Documents.

ARTICLE 13 - INDEMNIFICATION

- 13.1 The parties agree that 1% of the total compensation paid to the CONTRACTOR for performance of this Agreement shall represent the specific consideration for the CONTRACTOR'S indemnification of the OWNER as is set forth in the General Conditions and Contract Document.
- 13.2 It is the specific intent of the parties hereto that the indemnification below complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.
- 13.3 CONTRACTOR shall indemnify and hold harmless the OWNER, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful

misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this construction contract. Regardless of the foregoing the indemnification herein shall be the greater of the CONTRACTORS insurance coverage for such claim or One million dollars, whichever is greater.

- 13.4 The Owner shall be liable 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 Work. Any subcontract entered into by the Contractor shall include the forgoing limitation, which shall be effective in the event the Owner ever succeeds to the Contractor's rights and obligations under a subcontract.

ARTICLE 14 – OWNER DIRECT PURCHASE PROGRAM

- 14.1 The Owner shall appoint the Contractor as the Owner's authorized representative with respect to any matter arising out of the purchase orders under this program. The Contractor will cooperate fully with the Owner with respect to the implementation of a tax exempt direct material/equipment purchase program involving the direct purchase of various construction materials, supplies and equipment that is currently part of this Contract. The Owner shall obtain, with the assistance of the Contractor, the proper authorization from the State of Florida in the form of a Technical Assistance Advisement (TAA).

The Owner Direct Purchase Program is attached hereto as **Exhibit "A,"** controls the Direct Purchase Program for the Project. The Direct Purchase Program will be operated in accordance with the following provisions:

- 14.1.(a) The Owner will issue its own purchase orders directly to the third party vendor or supplier of material and equipment purchased under the Direct Purchase Program. The purchase order will be accompanied by the Owner's Exemption Certificate which includes its name, address, and the exemption number with issuance and expiration date.
- 14.1.(b) All material and equipment purchased under the Direct Purchase Program is sold directly to the Owner and is directly to the Owner and is directly invoiced by the vendor or supplier.

- 14.1.(c) The Owner takes title and possession of all materials and equipment purchased under the Direct Purchase Program from the vendor or seller before they are incorporated into the Project.
- 14.1.(d) The Owner assumes all risk of loss on all material and equipment purchased under the Direct Purchase Program. The Contractor cannot be held liable for damage or loss to the material or equipment.
- 14.1.(e) The Owner is responsible for and pays the premiums on all insurance and/or bonding on materials or equipment purchased under the Direct Purchase Program. The Contractor does not share any economic benefits of proceeds from bond or insurance covering risk of damage or loss of the material or equipment.
- 14.1.(f) The Owner makes direct payment to the third party vendor or seller for all purchases from its own funds or accounts for all purchases under the Direct Purchase Program.
- 14.2 The Owner agrees to process its purchase orders so that the progress of construction is not jeopardized. Should the Owner fail to process the purchase orders within a time frame so as not to delay the construction, the Contractor shall, at its sole discretion, void the Owner purchase order and purchase the item direct thereby waiving any rights the Owner may have for a direct purchase tax savings. Should the items included in the purchase order represent any materials, supplies or equipment that is part of a subcontractor's scope of Work, any terms and conditions that the subcontractor deems to be warranted to protect their interest, shall also be included and/or substituted. Vendors and suppliers must be approved by the Owner prior to the processing of purchase orders.
- 14.3 The items being purchased shall be purchased from the vendors and suppliers selected by the Contractor and/or the subcontractor for prices negotiated by the Contractor and/or subcontractor.
- 14.4 The Contractor is responsible for establishing an accounting system that will adequately track and monitor the direct purchases made by the Owner. The determination of the adequacy of the accounting system shall be mutually agreed upon between the Contractor and the Owner. The system developed by the Contractor shall track and monitor that materials purchased (and shall adequately identify the same), costs, tax savings, and such other charts of accounts or information as may be reasonable requested by the Owner. The Contractor shall submit a monthly accounting report of this information with the Contractor's application for payment.

- 14.5 The Contractor shall provide all rough drafts of purchase orders to the Owner for processing in such time and sequence that the Work will not be impeded or delayed in any manner. Notwithstanding anything in this Article 10.3 to the contrary, the Contractor remains fully responsible under its Contract with the Owner, and the implementation of this direct purchase program shall not be used in any manner by the Contractor to justify any delay unless such delay is a direct result of the Owner's failure to comply with the terms of the Direct Owner Purchase Program through no fault of the Contractor. Should a delay be incurred that is not the result of the Owner's failure, as stated above, the Contractor shall be held accountable for such a delay. The Contractor, for \$10.00 and other valuable consideration, the adequacy of receipt of which is hereby acknowledged and deemed to be sufficient, does hereby release, waive and hold harmless the Owner from and against any claim for damages, acceleration damages, or any other matter, claim or damage that may arise from or be related to in any way the Owner's Direct Purchase Program to the extent stated herein.
- 14.6 The Contractor shall be responsible for all purchases in the same manner as if the Contractor had purchased the items, inclusive of managing the warranties for the Owner. The Contractor shall cooperate with the Owner and take all action necessary to assure that all warranties with respect to any materials or equipment which may be available from any vendor are passed-through to the Owner.
- 14.7 Modification of the Contract Sum will be made by one (1) change order (or additional change orders in the sole discretion of the Owner) prior to final payment unless the Contract period crosses the Owner's fiscal year, in which case, one (1) change order will occur for each fiscal year, one prior to the close of the first year, and the other during the second fiscal year.
- 14.8 The Contractor and its surety hereby agree that the performance bond penal amount shall be unaffected by any direct purchase deductive change order which is made pursuant to this program.
- 14.9 The Contractor agrees that its builder's risk insurance coverage amount shall be unaffected by any direct purchase deductive change order implemented pursuant to this program.
- 14.10 Payment shall be directly made by the Owner to the vendor for any Direct Purchases.
- 14.11 To the extent authorized under Florida law, Owner agrees to indemnify and hold harmless Contractor, its subcontractors and suppliers of and from any claims, liability, or responsibility to the State of Florida for any action the State may take against any of them for the payment of any sales or

use taxes as a result of Owner's direct purchase of such materials, supplies or equipment.

- 14.12 The Owner shall have the sole option to require the vendor to include a supply bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the Owner and Contractor. The cost of the supply bond shall be included in Contractor's GMP.
- 14.13 The Owner agrees to make payments by the 15th of the month providing the Contractor processes the invoices and delivers same to the Facilities Division by the 20th of the preceding month.
- 14.14 Owner shall not withhold retainage on any payments made to the vendor.

ARTICLE 15 – TERMS

- 15.1 Limitation of Liability. The Owner shall be liable 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 Work. Any subcontract entered into by the Contractor shall include the forgoing limitation, which shall be effective in the event the Owner ever succeeds to the Contractor's rights and obligations under a subcontract.
- 15.2 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", "herein", "hereunder", and similar terms in the Contract Documents refer to the Contract Documents as a whole and not to any particular provision thereof, unless stated otherwise.
- 15.3 Gender. Unless the context clearly indicates to the contrary, pronouns having a neuter, masculine or feminine gender shall be deemed to include the others.
- 15.4 Entire Agreement. This Agreement and the Construction 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 cancelled. This Agreement can be modified or amended only by a written document duly executed by the parties or their duly appointed representative.

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

15.6 Notices. All notices shall be in writing, 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) by delivering the same in person to such party, (i) personal delivery, or (ii) overnight courier, or (c) by facsimile transmission provided that a copy is sent on the same day, by 5 p.m., by either of the methods described in (a) or (b). 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:

If to Owner: Facilities Planning & Construction
The School District of Indian River County, Florida
Mr. Nicholas Westenberger
6055 62nd Avenue
Vero Beach, FL 32967
Telephone: 772-564-5016

Contractor: Crowther Roofing and Sheet Metal of Florida, Inc.
Mr. Bobby Koder III
15865 Assembly Loop
Jupiter, FL 33478
Telephone: 561-624-9400

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.

15.7 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.

- 15.8 Captions. The headings used for the various portions of this Agreement and the Construction Documents 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, any section of this Agreement, or any section of the Contract Documents.
- 15.9 Severability. In the event 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 will materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.
- 15.10 Cumulative Remedies. All rights, powers, remedies, benefits, and privileges are 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.
- 15.11 Approval. Whenever any review or approval is required by any party, such party agrees that such review or approval will be promptly and expeditiously prosecuted to conclusion.
- 15.12 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.
- 15.13 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 parties or any third party, or cause any party to be responsible in any way for the debts and obligations of the other party.
- 15.14 No Construction Against Drafter. Each of the parties have 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.

- 15.15 Third Party Beneficiary. This Agreement has been made and entered into for the sole protection and benefit of the Owner, and its respective successors, and no other person or entity shall have any right or action under this Agreement.
- 15.16 No Assignments. This Agreement is for the personal services of the Contractor, and may not be assigned by the Contractor in any fashion, whether by operation of law or by conveyance of any type, including without limitation, transfer of stock in the Contractor, without the prior written consent of the Owner, which consent the Owner may withhold in its sole discretion.
- 15.17 Force Majeure. With regard to the 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 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, 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 and diligently pursues such performance.
- 15.18 Governing Law and Venue. This Agreement shall be governed 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 proceeding 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. 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 a dispute arising out of this Agreement or the Contract Documents.
- 15.19 Waiver of Jury Trial. The parties expressly waive the right to a jury trial.
- 15.20 Dispute Resolution. Prior to initiating any litigation arising out of the Agreement, the parties to submit the dispute to non-binding 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 cost of the mediator shall be split between the parties.

- 15.21 Right to Enter 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 performances and 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 obligation under this Agreement. Upon written request, each party agrees to supply the other party with evidence of its full right and authority.
- 15.22 Conduct While on School Property. The Contractor acknowledges that its employees and agents 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 administrator or designee. It will be considered a breach of this Agreement for any agent or employee of the Contractor 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 School Board. The Contractor agrees to immediately remove any agent or employee if directed to do so by the building administrator or designee.
- 15.25 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 Contractor arising from this Agreement shall automatically transfer to such third party without the necessity of a written document or consent from the Contractor.
- 15.26 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 thirty-six (36) months from the date of being placed on the convicted vendor list."

By signing this Agreement, Contractor 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.
- (b) Have not, within a five-year period preceding the issuance of RFQ N/A 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 under public transaction; 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 RFQ N/A had one or more public transactions (federal, state or local) terminated for cause or default.

Contractor agrees to notify School Board within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, informations, or terminations as described in paragraphs (a) – (d) above, with respect to Contractor or its principals.

15.28 No Waiver of Sovereign Immunity. 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.

15.29 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, national or ethnic origin.

15.30 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, Contractor and its subcontractors shall comply with the following enactments, rules, regulations and orders:

Executive Order 11246 of September 24, 1965, entitled "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).

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).

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 \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation).

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 701 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

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).

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).

ARTICLE 16 - PROJECT SIGNAGE

CONTRACTOR shall furnish and erect 1 signs at the Project site as directed by the PROJECT MANAGER. CONTRACTOR may install signage at the site subject to approval by the PROJECT MANAGER.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement. One counterpart each has been delivered to OWNER, CONTRACTOR, and the ARCHITECT. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by the ARCHITECT on their behalf.

OWNER: SCHOOL BOARD OF
INDIAN RIVER COUNTY

CONTRACTOR: CROWTHER
ROOFING AND SHEET METAL OF
FLORIDA, INC.

By _____
School Board Chairman

By  _____
Kevin M. Callans, President

Attest: _____
Superintendent
(SEAL)

Attest:  _____
Daniel Mazon, Secretary
(CORPORATE SEAL)

Address for giving notices
6500 57th Street
Vero Beach, FL 32967

Address for giving notices
15865 Assembly Loop
Jupiter, FL 33478

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

License No. CCC039822

Agent for service of process:

School Dist. Attorney

(If CONTRACTOR is a
corporation, attach evidence of
authority to sign.)

Exhibit A

Owner Direct Material/Equipment Purchase Program

1. The Subcontractor has included Florida State Sales and other applicable taxes in his bid for material, supplies and equipment. The Owner, being exempt from sales tax, reserves the right to make direct purchases of various construction equipment, materials or supplies included in the Subcontractor's bid and/or contract, substantially in accordance with the form of Purchase Order attached herewith.

Any equipment, materials or supplies directly purchased by the Owner that are included in the Subcontractor's contract shall be referred to as Owner-Purchased Materials and the responsibilities of both Owner and Subcontractor relating to such Owner-Purchased Materials shall be governed by the terms and conditions of the procedures. The Owner will own and hold full title to all Owner-Purchased Materials.

2. Material suppliers shall be selected by the Subcontractor awarded the subcontract.

The Subcontractor has included the price for all construction materials in his bid. Owner Purchasing of construction materials, if selected, will be administered on a deductive Change Order basis.

3. Subcontractor shall provide Contractor a list of all intended suppliers, vendors, and material men for consideration as Owner-Purchased Materials. This list shall be submitted at the same time as the preliminary schedule of values. The Subcontractor shall submit a description of the materials to be supplied, estimated quantities and prices.
4. Upon request from Contractor, and in a timely manner, Subcontractor shall prepare a standard Purchase Order Requisition Form in a form acceptable to the Owner and the Contractor, to specifically identify the materials which Owner had, at its sole option, elected to purchase directly. The Purchase Order Requisition Form shall include:

A. The name, address, telephone number and contact person for the material supplier.

B. Manufacturer or brand, model or specification number of the item.

C. Quantity needed as estimated by the Subcontractor.

D. The price quoted by the supplier for the materials identified therein.

E. Any sales tax associated, with such quote.

F. Delivery dates as established by Subcontractor.

Subcontractor shall include reference to any terms and conditions which have been negotiated with the vendors; i.e., payment terms, warranties, retainage, etc.

Such Purchase Order Requisition Forms are to be submitted to Contractor's designated representative no less than fifteen (15) days prior to the need for ordering such Owner-Purchased Materials, in order to provide sufficient time for Owner review and approval and to assure that, such Directly Purchased Materials may be directly purchased by Owner and delivered to the Project site so as to avoid any delay to the Project.

5. After receipt of the Purchase Order Requisition Form, Owner shall prepare its Purchase Orders for equipment, materials or supplies which the Owner chooses to purchase directly. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Subcontractor, less any sales tax associated with such price. Promptly upon receipt of each Purchase Order, Subcontractor shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. Owners Purchasing Director or his designated representative shall be the approving authority for the Owner on Purchase Orders in conjunction with Owner-Purchased Materials. The Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the Owner-Purchased Materials on the delivery dates provided by the Subcontractor in the Purchase Order Requisition Form and shall indicate F.O.B. jobsite.
6. In conjunction with the execution of the Purchase Orders by the suppliers, the Subcontractor shall execute and deliver to the Owner, through the Contractor, one or more deductive Change Orders, referencing the full value of all Owner-Purchased Materials to be provided by each supplier from whom the Owner elected to purchase material directly, plus all sales tax savings associated with such materials in Subcontractor's bid to Contractor.

7. All shop drawings and submittals shall be made by the Subcontractor in accordance with the Project Specifications.
8. Subcontractor shall be fully responsible for all matters relating to the receipt of materials furnished by Owner in accordance with these Procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss, or damage to equipment and materials following acceptance of items by the Owner due to the negligence of the Subcontractor. The Subcontractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Subcontractor for the particular materials furnished. The Subcontractor agrees to indemnify and hold harmless the Owner from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of Subcontractor. Owner purchased materials shall be stored at the construction site.
9. As Owner-Purchased Materials are delivered to the jobsite, the Subcontractor and the Contractor, as County's Representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice of material delivered. The Subcontractor shall assure that each delivery of Owner-Purchased materials is accompanied by adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order, together with such additional information as the Owner or Contractor may require. The Contractor, as Owner's Representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The Subcontractor will then forward the invoice to the Owner through the Contractor for payment. The invoice shall be thereupon furnished to the Finance Department for processing and payment in the manner as all other Osceola School District invoices are processed. The Owner shall have the right to assign personnel to verify and audit the accuracy of all Director Purchase Documents.
10. The Subcontractor shall insure that Owner-Purchased Materials conform to the Specifications, and determine prior to incorporation into the work if such materials are patently defective, and whether such materials are identical to the material ordered and match the description on the bill of lading. If the Subcontractor discovers defective or non-conformities in the Owner-Purchased Material upon such visual inspection, the Subcontractor shall not utilize such non-conforming or defective materials in the work

and instead shall promptly notify the vendor of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Subcontractor shall notify the Owner, through the Contractor, of such occurrence. If the Subcontractor fails to perform such inspection and otherwise incorporated Owner-Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, Subcontractor shall be responsible for all damages to County resulting from Subcontractor's incorporation of such materials into the Project, including liquidated or delay damages. In the event that materials furnished are found to be defective or non-conforming, the Subcontractor shall promptly take action to remedy the defect or non-conformance so as not to delay the work.

11. The Subcontractor shall maintain records of all Owner-Purchased Materials it incorporates into the work from the stock of Owner-Purchased Materials in its possession. The Subcontractor shall account monthly to the Owner, through the Contractor, for any Owner-Purchased Materials delivered into the Subcontractor's possession, including portions of all such materials which have been incorporated into the work.
12. The Subcontractor, as the Owner's agent, shall be responsible for obtaining and managing all warranties and guarantees for all material and products as required by the Contract Documents. All repair, maintenance or damage-repair calls shall be forwarded to the Subcontractor for resolution with the appropriate supplier or vendor.
13. Notwithstanding the transfer of Owner-Purchased Materials by the Owner to the Subcontractor's possession, the Owner shall retain title to any and all Owner-Purchased Materials.
14. The transfer of possession of Owner-Purchased Materials from the Owner to the Subcontractor shall constitute a bailment for the mutual benefit of the Owner and the Subcontractor. The Owner shall be considered the bailor and the Subcontractor the bailee of the Owner-Purchased Materials. Owner-Purchased Materials shall be considered returned to the Owner for the purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project. All Owner-Purchased Materials shall be stored at the construction site.
15. The insurance purchased and maintained by the Contractor shall be sufficient to protect against any loss of or damage to Owner-Purchased Equipment, Materials or Supplies. Such insurance shall cover the full value of any Owner-Purchased Materials not yet incorporated into the Project from the time the Owner first takes title. The Owner shall be

named as an Additional Insured Party on such policies of insurance. The Owner will bear the costs of all Payment and Performance Bonds and Owner's Insurance including Builder's Risk Insurance as a reimbursable expense to the Contractor. The Owner as an additional named insured on the Contractor's Builder's Risk Insurance and, in the event of damage or destruction to the Owner-Purchased Materials, the Owner will receive all proceeds derived from all claims against insurers or others to pay for repair or reconstruction as a result of damage or destruction.

16. The Owner shall in no way be liable for interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from delay in the delivery of, or defects in, Owner-Purchased Materials when such delay is a result of the failure of the Subcontractor's performance.
17. On a monthly basis, Subcontractor shall be required to review invoices submitted by all suppliers of Owner-Purchased Materials delivered to the Project site during that month and either concur or object to the Owner's issuance of payment to the suppliers, based upon Subcontractor's records of material delivered to the site and any defects in such materials.
18. In order to arrange for the prompt payment to the supplier, the Subcontractor shall provide to the Owner, through the Contractor, a list indicating the acceptance of the goods or materials in accordance with the established monthly Payment Request Schedule. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the Owner. Upon receipt and verification of the appropriate documentation, the Owner shall prepare a check drawn to the supplier based upon the receipt of data provided. This check will be released, delivered, and remitted directly to the supplier. The Subcontractor agrees to assist the Owner to immediately obtain a partial or final release of lien waiver as appropriate.
19. The Owner's direct purchase of equipment, materials or supplies, as provided herein does not relieve the Contractor or any Subcontractor of any obligation required pursuant to the contract or subcontract pertaining to the performance of work, except as to the Owner's obligation to make direct payments to such vendors and may reduce the bonds to the extent permitted by Section 255.05, F.S.

BID FORM

To: School District of Indian River County
6055 62nd Ave,
Vero Beach, Florida 32967

Project: Fellsmere, Dodgertown, & Rosewood Magnet Schools
Roof Replacements
REI Project No. 16FTM-005

Date: 3/24/17

Contractor: CROWTHER ROOFING

Address: 15065 ASSEMBLY LOOP Phone: (561) 624-9406

JUPITER, FL 33478 Fax: (561) 624-9109

Email: BOBBYK@CROWTHER.NET

Florida License No.: CCC039822 Classification: ROOFING Limitation: N/A

Bids are due by 4pm Friday, March 24th, 2017 and should be sent, via email, to Randy Moore with REI Engineers at rmoores@reiengineers.com, and copied to Rick Huff with the School District of Indian River County at Richard.Huff@indianriverschools.org.

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The bidder further declares that he has examined the site of the work and the contract documents relative thereto dated February 17, 2017 as prepared by REI Engineers, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed. The Bidder proposes and agrees if this proposal is accepted to contract with the Owner in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools apparatus, means of transportation and labor necessary to complete the construction of the project with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents, for the sum of:

BID ITEM 1: Fellsmere Elementary School Roof Sectors B1, C1, C2, & C3.

TWO HUNDRED SEVEN THOUSAND THREE
HUNDRED FIFTY DOLLARS (\$ 207,350 .00)
(Words) (Figures)

BID ITEM 2: Dodgertown Elementary School Roof Sectors A, B, C, D, E, F, I, & G. H

TWO HUNDRED FORTY-FOUR THOUSAND
ONE HUNDRED TWENTY-FIVE DOLLARS (\$ 244,125 .00)
(Words) (Figures)

BID ITEM 3: Rosewood Magnet School Roof Sectors A, B, C, D, & E.

ONE HUNDRED SIXTY-EIGHT THOUSAND
SEVEN HUNDRED SEVENTY DOLLARS (\$ 168,770 .00)
(Words) (Figures)

BID ITEM 4: Combination of Bid Items 1 through 3.

SIX HUNDRED TWENTY THOUSAND TWO
HUNDRED FORTY-FIVE DOLLARS

(Words)

(\$ 620,245 .00)
(Figures)

ALTERNATES:

Add Alternate No. 1: Install gutter protection on new gutters installed at Dodgertown Elementary School.

Add/Deduct: Words: THREE THOUSAND EIGHT HUNDRED SEVENTY DOLLARS Figures \$ 3,870 .00

MANUFACTURERS:

Base bid shall utilize modified bitumen roofing materials manufactured by FIRESTONE
(One manufacturer only)

Base bid shall utilize single ply membrane roofing materials manufactured by SARNAFIL
(One manufacturer only)

UNIT PRICES:

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the scope of the work all in accordance with the contract documents.

UP-1: Repair Steel Deck with Coating.....	\$ 2.00 /SF
UP-2: Repair Steel Deck with 18 GA Steel Plates	\$ 41.00 /SF
UP-3: Repair Steel Deck with 16 GA Steel Plates	\$ 57.00 /SF
UP-4: Repair Steel Deck with 1/8-inch Steel Plates.....	\$ 66.00 /SF
UP-5: Remove and Replace Damaged/Deteriorated Steel Deck.....	\$ 13.00 /SF
UP-6: Repair Damaged or Deteriorated Lightweight Concrete Fill.....	\$ 12.00 /CF
UP-5: Replace Damaged or Deteriorated Plywood Sheathing.....	\$ 11.00 /SF
UP-6: Replace Damaged or Deteriorated Wood Blocking.....	\$ 5.00 /BF
UP-7: Provide New Wood Blocking	\$ 3.00 /BF
UP-80: Provide Additional Manufacturer's Walk Pad Material	\$ 8.00 /LF
UP-91: Remove and Replace Bent/Damaged Metal Fascia Panels.....	\$ 350.00 /EA

SCHEDULE OF COMPLETION:

The undersigned hereby agrees to perform work on this project over the School District's Summer Break, in which on-site construction can commence May 30th, and the substantial completion deadline is August 9th.

ADDENDUM:

Addendum received and used in computing bid:

Addendum No. 1 N/A

Addendum No. 2

Addendum No. 3

Addendum No. 4

SUBCONTRACTORS:

If subcontractors are to be utilized, the General Contractor shall fill out the blanks on the list below. All subcontractors shall be listed. The general contractor shall identify work by the general, subcontractor or not applicable. Do not list suppliers. If more than one subcontractor per trade, list all. If no subcontractors are to be utilized, indicate by signing at the appropriate place at the bottom of this page.

Trade: N/A Company:

Trade: Company:

Trade: Company:

We do not plan to use subcontract forces: (Sign if applicable)

Roof Replacements
SDIRC

Respectfully submitted this 24th day of MARCH, 2017.

Company: CROWTHER ROOFING

Printed Name: BOBBY KOPER

Signature: [Signature]

Title: PROJECT SURVEYOR/ESTIMATOR

Florida State

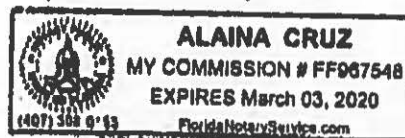
Palm Beach County

I, Alaina Cruz, a Notary Public for Palm Beach County, Florida (State), do hereby certify that Bobby Koper III personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 24th day of March, 2017.

[Signature]
Notary Public

(OFFICIAL SEAL)



My commission expires March 3, 2020.

END OF SECTION 00 41 13

This Page Intentionally Left Blank

OWNER/ CONTRACTOR CONSTRUCTION AGREEMENT (LUMP SUM)

THIS AGREEMENT is dated and will be effective on the 9TH day of May, 2017, by and between the School Board of Indian River County, an entity existing under the laws of the state of Florida, (hereinafter called OWNER) and Hamilton Roofing, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ROOF REPLACEMENTS FELLSMERE ELEMENTARY SCHOOL

**For The School Board of Indian River County
(As per terms and conditions of Brevard County School Board
ITB #14-B-060-DW for Roofing Services)**

Roof Replacements on the Fellsmere Elementary School campus located in Fellsmere, Florida. The Work shall consist of all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor for Roof Replacements for Roof Sectors, B1, C1, C2 & C3 as per proposal, as well as all other required work as detailed in the plans and specifications, schedule of values of the Contractor as approved in writing by the ARCHITECT, together with this Contract and the General Conditions of Contract 1997 AIA General Conditions 201 and by this reference incorporated herein, (collectively referred to as "Contract Documents").

ARTICLE 2 – ARCHITECT

The Project has been designed by REI Engineers, Inc. who is hereinafter called Architect and who is to act as OWNER's representative. The Architect shall assume all duties and responsibilities and have the rights and authority to act as the Architect as specified in the Contract Documents in connection with completion of the Work and in accordance with the Contract Documents. The Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its Architect and so advising the Contractor in writing, at which time the person or organization so designated shall be the Architect for purposes of this Contract.

ARTICLE 3 - CONTRACT TIME

- 3.1 Work shall be substantially completed within 81 calendar days (or by August 4, 2017) from the date the Notice to Proceed is issued by Owner. The work shall be ready for Final Completion within 21 calendar days (or by August 25, 2017) from the date of Substantial Completion.
- 3.2 LIQUIDATED DAMAGES. Time is of the essence in the performance of the Work. The Owner and Contractor agree that the losses suffered by Owner if Substantial Completion of the Work is not achieved, are not ascertainable at this time. Contractor acknowledges and agrees that, since time is of the essence, the Owner will suffer financial and other losses if Substantial Completion of the Work is not achieved within the Contract Time, as the Contract Time may be adjusted pursuant to the terms of the Contract Documents. Should the Contractor fail to achieve Substantial Completion of the Work within the Contract Time, Owner shall be entitled to assess, as liquidated damages but not as a penalty, the sum of \$500.00 for each calendar day thereafter until Substantial Completion is achieved and \$250.00 for each calendar day thereafter until Final Completion is achieved. Should the Contractor achieve Substantial Completion of the Work within the Contract Time but fail to achieve Final Completion of the Work within the Contract Time, Owner shall be entitled to assess, as liquidated damages but not as a penalty, the sum of \$250.00 for each calendar day thereafter until Final Completion of the Work is achieved. Contractor 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 Contractor fails to achieve Substantial Completion or Final Completion of the Work within the Contract Time. Further, the parties acknowledge that it would be extremely difficult, if not impossible, to ascertain Owner's actual damages with any degree of certainty in the event Contractor fails to achieve either Substantial Completion or Final Completion of the Work within the Contract Time. Owner has paid to Contractor out of the first payment hereunder, the consideration of \$10.00 as consideration for this provision.
- 3.3 No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded by the Architect and in accordance with the Contract Documents. The time during which the Contractor is delayed in the performance of the Work by acts or omission of the Owner or Architect or any other unforeseeable conditions or events that could not have reasonably been predicted shall be added to the time for completion

of the Work. A change in Contract Time may only be authorized by a written Change Order.

- 3.4 The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein. The Contractor shall not mobilize, commence Work or store materials or equipment on site until: (1) written Notice to Proceed is issued or until the Contractor otherwise receives the Owner's written consent and; (2) all bonds and Certificates of Insurance have been executed, delivered to and accepted by the Owner and; (3) Contractor has delivered to Owner his as-planned schedule, original job cost estimate, list of Subcontractors and corporate resolution designating his representative.
- 3.5 The Date of Substantial Completion of the Work is the Date certified by the Architect and the Owner when the Work is sufficiently complete, in accordance with the Contract Documents, so the Owner can fully occupy and utilize the Work for the use for which it is intended, with all of the Project's parts and systems operable as required by the Contract Documents. Only incidental corrective work and any final cleaning beyond that needed for the Owner's full use may remain for final completion.
- 3.6 The date of Final Completion of the Work is the date certified by the Owner and Architect when the Work is totally complete, to include all items listed on the inspection report following substantial completion inspection, in accordance with the Contract Documents and the Owner may fully occupy and utilize all of the Work for the use for which it is intended.

ARTICLE 4 - CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, subject to adjustment as provided therein, in current funds as follows:

The Contractor's price(s) in the Bid Form is in the amount of \$199,802.00. The Owner will include a \$19,980.00 contingency, for a total contract amount of \$219,782.00. Any contingency remaining at the closeout or completion of the project will be retained by the Owner.

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with the Contract Documents, AIA Form G702. Applications for Payment will be approved by Architect, then forwarded to the Owner for payment as provided in the Contract Documents.

- 5.1. **PROGRESS PAYMENTS.** OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by Architect. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the Contract Documents. The OWNER agrees to make payments within 25 business days providing the CONTRACTOR processes the invoice and delivers same to the Facilities Division Bookkeeping Department as the single agent/point of contact, by the 20th of the preceding month. The OWNER will not withhold payment without proper and adequate justification.

General Requirements

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Architect shall determine, or OWNER may withhold, in accordance with the Contract Documents.

90% of Work completed.

0% of materials and equipment not incorporated in the Work.

5.1.2. Upon Substantial Completion payment may be made in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts, as Architect shall determine, or OWNER may withhold, in accordance with the Contract Documents.

5.1.3. When the Architect determines 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", which establishes a single list providing feedback to the Contractor on non-conforming work, or work requiring further quality adjustments and must be developed within 30 calendar days of the date of substantial completion and delivered to Contractor within 5 calendar days thereafter; the date the Contractor will have completed all items on the Substantial Completion Punch List, and such other items as the Architect

and Owner deem appropriate. The Certificate of Substantial Completion shall be executed by the Architect, Contractor and Owner. The Contractor will promptly engage in completing the Substantial Completion Punch List within 10 days of its issuance.

- 5.2. **FINAL PAYMENT.** Final payment of the Contract Sum will be made after the Architect certifies that the Work is complete, Owner's representatives complete their final acceptance report, the School District's Building Official completes the final inspection and a "certificate of occupancy" is issued. . Final Payment to the contractor requires School Board approval in accordance with Florida Statute 1013.50. It is understood and agreed, that final payment will not be withheld if a certificate of final inspection is issued by the Owner's Uniform Building Code Inspector, or if any other government agency refuses to give final acceptance for any reason other than the failure of the Contractor to complete the Work in accordance with the Contract Documents. Further, neither final payment nor any remaining Retainage shall be paid to the Contractor until the Architect has received an affidavit in a form sufficient to the Owner that all indebtedness in connection with the performance of the Work for which the Owner or the Owner's property may be held liable or encumbered, have been fully paid or otherwise satisfied; a certification in a form acceptable to the Owner which establishes that all required insurance will remain in full force and effect after final payment and will not be cancelled or allowed to expire until at least 30 days prior written notice has been provided to the Owner; consent of the surety to final payment; and any other certifications reasonably required by the Owner establishing full payment or satisfaction of any obligations. In the event the Contractor fails to furnish such certifications as the Owner reasonably requires to satisfy the Owner that there are no outstanding liens, the Owner may require the Contractor as a condition of final payment and at the Contractor's expense, to furnish a bond in a form and amount satisfactory to the Owner to indemnify the Owner against such liens or claims. The one year warranty period for the work will begin upon Final Completion. Warranty will be for all workmanship, material, and equipment except for Owner insured damages.
- 5.3 **CHANGE ORDERS.** No change in the Contract Sum or Time may be made except by a duly authorized and executed written Change Order. If the Change in or addition to the Work will result in an increase in the Contract Sum, the Owner shall have the right to require the performance thereof on a lump sum basis, a unit price basis or a time and material basis, all as hereinafter more particularly described (the right of the Owner as aforesaid shall apply with respect to each such Change in the Work). Any such Change Order shall be substantiated by complete itemized statements showing quantities and unit prices for material, labor (including

all applicable fringe benefits), equipment, markup for overhead and profit, and other items of cost. Costs of labor (including all applicable fringe benefits) and materials shall be actual costs to the subcontractor. All duly authorized and executed Change Orders shall become a part of the Contract Documents as described in Article 8.

ARTICLE 6 – OWNERS PROJECT REPRESENTATIVE

- 6.1 The Owner's Project Representative who shall act as OWNER'S PROJECT MANAGER is Richard Huff who is a School District employee. The Owner's Project Manager has the authority to approve matters contemplated in this Agreement where the monetary impact is within the Owner approved Contingency.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions, laws, rules, regulations, codes, ordinances that in any manner may affect cost, progress, performance, or furnishing of the Work. Contractor fully understands the intent and purpose of the project and agrees to maximize Owner's fulfillment and needs.
- 7.2. CONTRACTOR IS AT RISK. Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground and Concealed Facilities internal or contiguous to the site and assumes responsibility for the accurate location of said Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said facilities are or will be required of OWNER by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. Only at Owner's discretion will Owner expend funds or resources to the project in the repair, preservation, or reuse of these existing facilities that are outside of the project scope or included in the Contract Documents.
- 7.3. CONTRACTOR has given ARCHITECT written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents

and the written resolution thereof by ARCHITECT is acceptable to CONTRACTOR.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work, consist of the following:

- 8.1 This Agreement consisting of 36 pages.
- 8.2 Performance Bond and Payment Bond in accordance with F.S. 255.01 et. seq. consisting of TBD pages (plus Power of Attorney Forms as applicable).
- 8.3 Notice of Award (N/A)
- 8.4 General Conditions consisting of (N/A)
- 8.5 Supplementary Conditions consisting of N/A.
- 8.6 Drawings to be prepared and provided by REI Engineers, Inc.
- 8.7 Specifications to be prepared and provided by REI Engineers, Inc.
- 8.8 Addenda numbers N/A to N/A, inclusive.
- 8.9 CONTRACTOR'S Bid. (Contractor's *proposal* attached)
- 8.10 The following which may be delivered or issued after the Effective Date of the Agreement are not attached hereto, which shall be all Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Contract Documents.
- 8.11 The documents listed under Article 8 above are attached to this Agreement (except as expressly noted otherwise above).
- 8.12 Anything shown on the drawings and not mentioned in the specifications or mentioned in the specifications and not shown on the drawings shall have the same effect as if shown or mentioned respectively in both. Technical specifications take priority over general specifications and detail drawings take precedence over general drawings. Any work shown on one drawing shall be construed to be shown in all drawings and the Contractor will coordinate the work and the drawings. If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: The Owner- Contractor Agreement;

Modifications; Addenda; any Supplementary Conditions; the General Conditions; the Specifications; the Drawings; as between schedules and information given on Drawings, the schedules shall govern; as between figures given on Drawings and the scaled measurements, the figures shall govern; as between large-scale Drawings and small scale Drawings, the larger scale shall govern. Any such conflict or inconsistency between or in the drawings shall be submitted to the Design Consultant whose decision thereon shall be final and conclusive.

- 8.13 The provisions of this Contract cannot be amended, modified, varied or waived by the Owner or its agents or representatives in any respect except by a Modification approved and executed by the School Board of Indian River County. The Contractor is hereby given notice that no person or entity has authority to orally waive, or to release the Contractor from any of the Contractor's duties or to alter obligations under or arising out of this Contract. Any waiver, approval or consent granted by Modification to the Contractor shall be limited to those matters specifically and expressly stated thereby to be waived, approved or consented to and shall not relieve the Contractor of the obligation to obtain any future waiver, approval or consent.

This Agreement and the Construction 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 cancelled. This Agreement can be modified or amended only by a written document duly executed by the parties or their duly appointed representative.

ARTICLE 9 – ARCHITECT

- 9.1 Should errors, omissions, or conflicts in the Drawings, Specifications, or other Contract Documents prepared by the Architect be discovered, the Architect will prepare such amendments or supplementary documents and provide consultation as may be required.
- 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to familiarize itself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of such on-site observations, the Architect and his consulting engineers shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. Contractor shall not be relieved from any of the obligations of

the Contract Documents as a result of the Architect's failure to detect any defective or deficient Work of the Contractor or others working by, through or under the Contractor.

- 9.3 The Architect shall at all times have access to the work wherever it is in preparation or progress. The Contractor shall provide safe facilities for such access so the Architect may perform his functions under the Contract Documents.
- 9.4 All interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents. The Architect's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.
- 9.5 The Architect has the authority to condemn or reject work on behalf of the Owner when, in its opinion, the work does not conform to the requirements of the Contract Documents. Whenever, in the Architect's reasonable opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have the authority to require special inspection or testing of the work in accordance with the provisions of the Contract Documents whether or not such work be then fabricated, installed or completed.
- 9.6 The Architect will conduct inspections to determine the dates of Substantial Completion and Final Completion, and will issue a final Certificate for Payment. The Architect shall be solely responsible for issuance of Certificates of Substantial and Final Completion.

ARTICLE 10 – MISCELLANEOUS

- 10.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, will have the meanings indicated in the General Conditions.
- 10.2 If the Contract Documents, laws, rules, regulations or orders of any State or Federal authority having jurisdiction require any portion of the Work to be inspected, tested, or approved, the Contractor shall give the Owner and Architect timely notice of its readiness so they may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities. Unless otherwise provided, the Owner shall bear all costs of other inspections, tests or approvals. The Contractor shall pay for all utilities required for testing of installed equipment of all of his work and the work of each Subcontractor.

10.3 Contractor shall include all subcontractors as insureds under its policies or shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Owner reserves the right to request copies of subcontractor's Certificates at any time. If Contractor does not verify subcontractors' insurance as described above, Owner has the right to withhold payments to the Contractor until the requirements have been met.

10.3.1 The Contractor shall deliver the required bonds and proofs of insurance to the Owner prior to the commencement of any Work, and in no event any later than 10 days after the execution of this Agreement.

10.3.2 The Contractor shall, throughout the performance of its services under this Agreement and throughout the term of this Agreement maintain and provide to the Owner the insurance coverages listed in this Article. The insurance policies shall be issued and underwritten by a licensed insurer, licensed as such in the State of Florida. The Contractor shall provide insurance that may not be reduced, terminated, or cancelled unless 30 days prior written notice thereof is furnished to the Owner. Certificates of insurance and copies of all policies (if required by the Owner) shall be furnished to the Owner within 10 days after the execution of this Agreement. In the event of any cancellation or reduction in insurance coverage, the Contractor shall obtain substitute coverage, without any lapse of coverage whatsoever. The insurance policies shall name the Owner, the Owner's representatives, and the officers, directors, agents, employees and assigns of the Owner as additional insured (except for the professional liability and worker's compensation insurance).

10.3.3 The Owner may, in its sole discretion, procure and pay for the required Builders Risk insurance for the Project. In the event Owner elects to procure and pay for the Builders Risk insurance for the Project, the Contractor shall cooperate with Owner and provide any requested information for the procurement of the Builders Risk insurance.

10.3.4 The insurance required from the Contractor in this Article shall include all major divisions of coverage, and shall be on a commercial general basis including premises and operations (including X-C-U), Independent Contractor Hired Products and Completed Operations, and Owned, Non-owned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or others set forth in the Contract

Documents, whichever is greater. All insurance shall be written on an occurrence basis, unless the Owner approves in writing coverage on a claims-made basis. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the work until date of final payment and termination of any coverage required to be maintained after final payment.

10.3.5 The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending limits of coverage.

10.3.6 Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises Operation (including X-C-U as applicable)
2. Independent Contractor's Hired
3. Products and Completed Operations
4. Personal Injury Liability
5. Contractor liability including the provision for Contractor's obligation of indemnification and hold harmless
6. Owned, non-owned and hired motor vehicles
7. Broad Form Property Damage including Completed Operations

10.3.7 The insurance required by this Article shall be written for not less than the following, or greater if required by law.

1. Workers' Compensation:

- (a) State: As required by Chapter 440, Florida Statutes
- (b) Applicable Federal (e.g. Longshoremen's Statutory)
- (c) Employer's Liability: \$500,000.00

2. Commercial General Liability (including Premises Operations; Independent Contractor Hired; Products and Completed Operations; Broad Form Property Damage):

- (a) Bodily Injury:
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000
- (b) Property Damage:
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000.

- (c) Products and Completed Operations to be maintained for one year after final payment
 - (d) Property Damage Liability Insurance shall provide S, C or U Coverage as applicable
- 3. Contractual Liability:
 - (a) Bodily Injury:
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000.
 - (b) Property Damage:
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000.
- 4. Personal Injury, \$1,000,000.00 per claimant; with an annual general aggregate per policy of not less than \$2,000,000
- 5. Commercial Automobile Liability: The State of Florida has no-fault automobile insurance requirements. The Contractor shall be certain coverage is provided which conforms to any specific stipulation in the law.
 - (a) \$1,000,000.00 per incident or occurrence combined single limit for bodily injury and property damage; with an annual general aggregate per policy of not less than \$2,000,000.

10.3.8 The Contractor shall procure property insurance for any portion of the Work stored off Site or in transit, and the cost for such shall be borne by the Contractor.

10.3.9 Boiler and Machinery Insurance. The Contractor shall purchase and maintain boiler and machinery insurance if applicable to the Contract Documents. This insurance shall remain in full force and effect until final acceptance of the insured items by the Owner.

10.4.0 Performance and Payment Bonds. The Contractor shall furnish bonds covering the faithful performance of the Agreement and payment of any and all obligations arising under the Agreement as required by Florida law. Upon request, the Contractor shall furnish a copy to any person or entity requesting a copy. Such bonds shall be in conformance and

compliance with sec. 255.05, Florida Statutes, and shall contain the information and provisions set forth in the referenced section. Pursuant to sec. 255.05, the Contractor shall record the performance and payment bonds in the public records of Indian River County, Florida. The Contractor shall provide the recorded copy of the bonds to the Owner.

10.4.1 Insurance as Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the Contractor, its subcontractors, sub-subcontractors, material suppliers, employees, or agents to the Owner or others. Any remedy provided to the Owner, or the Owner's officers, employees, agents or assigns, by the insurance shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise.

10.4.2 No Waiver by Approval/Disapproval. Neither approval by the Owner nor failure to disapprove the insurance furnished by the Contractor shall relieve the Contractor of its full responsibility to provide the insurance as required by this Agreement.

ARTICLE 11 – TERMINATION OF THE CONTRACT

- 11.1 The Owner may, at any time upon ten (10) days' written notice to the Contractor, which notice shall specify that portion of the Work to be terminated and the date said termination is to take effect, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the work for the convenience of the Owner. The Contractor's sole remedy, in the event of such termination, will be the allowable termination costs permitted by Article 11.3. Contractor shall include termination clauses identical to Article 11 in each of his Subcontracts.
- 11.2 The Owner may, upon ten (10) days' written notice to the Contractor and to the Contractor's surety, terminate (without prejudice to any right or remedy of the Owner or any subsequent buyer of any portion of the Work) the employment of the Contractor and his right to proceed either as to the whole or any portion of the Work required by the Contract Documents and may take possession of the Work and complete the Work by Contract or otherwise in any one of the following circumstances:
- 11.2.1 if the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will ensure the Substantial or Final Completion of the Work within the Contract Time or fails to complete the Work within said periods;

- 11.2.2 if the Contractor is in material default in carrying out any provisions of the Contract;
 - 11.2.3 if the Contractor fails to supply a sufficient number of properly qualified and skilled workers or proper equipment or materials;
 - 11.2.4 if the Contractor fails to make prompt payment to Subcontractors or materialmen or for materials or labor;
 - 11.2.5 if the Contractor disregards laws, permits, ordinances, rules, the Lunsford Requirements, regulations or orders of any public authority having jurisdiction, or fails to follow the instructions of the Owner;
 - 11.2.6 if the Contractor violates any provisions of the Contract Documents;
or
 - 11.2.7 if the Contractor refuses or fails to properly schedule, plan, coordinate and execute the Work, as specified herein, so as to perform the Work within the specified Milestone and Completion dates, or to provide scheduling or related information, revisions and updates as required by the Contract Documents.
- 11.3 If the Owner terminates the whole or any portion of the Work pursuant to ARTICLE 11, then the Owner shall only be liable to the Contractor for those reasonable costs reimbursable to the Contractor as calculated by Owner in Owner's sole discretion, provided however, that if there is evidence that the Contractor would have sustained a loss on the entire Contract had it been completed an appropriate adjustment shall be made reducing the amount of the allowable termination payment to reflect the indicated amount of loss. Contractor shall submit any claim of reimbursable cost, as stated in this paragraph, within 10 days of receipt of Notice of Termination or such claims are waived, released and forever barred. Reasonable costs owed to the Contractor by the Owner may include supplies, services, or property accepted by the Owner. In arriving at any amount due the Contractor, there shall be deducted any claim the Owner may have against the Contractor, amounts determined to be necessary to protect the Owner against loss because of outstanding or potential liens or claims, and the price for any materials, supplies, or other things acquired by the Contractor and not otherwise recovered by or credited to the Owner. The total sum to be paid to the Contractor shall not exceed the Contract Sum as reduced by the amount of payments otherwise made or to be made for Work not terminated and as otherwise permitted by the Contract.

- 11.4 After receipt of a notice of termination from the Owner, the Contractor shall:
- 11.4.1 stop Work under the Contract on the date and to the extent specified in the notice of termination;
 - 11.4.2 place no further order or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated;
 - 11.4.3 terminate all purchase orders and subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination;
 - 11.4.4 at the option of the Owner, assign to the Owner in the manner, at the times and to the extent directed by the Owner, all of the rights in the subcontracts so terminated, in which case the Owner shall have the right, at his discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 - 11.4.5 settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts;
 - 11.4.6 complete performance of such part of the Work as shall not have been terminated by the notice of termination; and
 - 11.4.7 take such action as may be necessary for the protection and preservation of the property related to the Contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest.
- 11.5 In the event 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 will materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.

ARTICLE 12 – CONTRACTOR

- 12.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Owner and Architect any error, inconsistency or omission he may discover in the Contract Documents, including any requirement which may be contrary to any law, ordinance, rule, regulation or order of any public authority bearing on the performance of the Work. If the Contractor has reported in writing an error,

inconsistency or omission, has promptly stopped the affected work until otherwise instructed, and has otherwise followed the instructions of the Owner, the Contractor shall not be liable to the Owner for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without first possessing approved Shop Drawings, Product Data or Samples for such portion of the Work.

- 12.2 The Contractor and his Subcontractors shall keep at the site of the Work at least one copy of the approved drawings and specifications and shall at all times give the Owner, the Architect, inspectors, as well as other representatives of the Owner access thereto.
- 12.3 The Contractor shall supervise, coordinate and direct the Work, using his best skill and attention. He shall be solely responsible for and have control over all construction means, methods, techniques, sequences and procedures of construction and for coordinating all portions of the Work under the Contract.
- 12.4 It shall be the responsibility of the Contractor to coordinate the work, to maintain a progress schedule, and to notify the Owner and the Architect of any changes in the approved progress schedule.
- 12.5 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and sub-Subcontractors, suppliers, their agents and employees, and other persons performing any of the Work and for their compliance with each and every requirement of the Contract Documents, in the same manner as if they were directly employed by the Contractor.
- 12.6 The Contractor understands and agrees that the Owner and Architect will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and they will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Owner, and Architect will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.
- 12.7 The Contractor shall employ no plant, equipment, materials, methods or persons to which the Owner and Architect have a reasonable objection.
- 12.8 Background Check. The Contractor agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in sections 1012.467 or 1012.468 and consistent with

District policy, 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 School Board. This background screening will be conducted by the School Board in advance of the Contractor or its personnel or subcontractors providing any services under the conditions described in the previous sentence. The Contractor 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 Contractor and its personnel. The parties agree that the failure of the Contractor to perform any of the duties described in this section 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 Contractor 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 Contractor's failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.

- 12.9 The Contractor warrants to the Owner and the Architect that all materials and equipment furnished under this Contract will be new, unless otherwise specified, and that all workmanship will be of the best, first class quality, free from faults and defects and in conformance with the Contract Documents and all other warranties and guaranties specified therein. Where no standard is specified for such workmanship or materials, they shall be the best of their respective kinds. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials, workmanship and equipment. The warranties set forth in this paragraph and elsewhere in the Contract Documents shall survive Final Completion of the Work.
- 12.10 If, within one year after the Date of Final Completion of the Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective, not in accordance with the Contract Documents, or not in accordance with the guarantees and warranties specified in the Contract Documents, the Contractor or its Surety shall correct it within five (5) working days or such other period as mutually agreed, after receipt of a written notice from the Owner to do so. The Owner shall give such notice with reasonable promptness after discovery of the condition.

- 12.11 If at any time latent deficiencies in the Work are discovered, the Contractor will be liable for replacement or correction of such Work and any damages which Owner has incurred related thereto, regardless of the time limit of any guarantee or warranty, up to the time limit of the applicable statute of repose.
- 12.12 If the Contractor fails to correct defective or nonconforming Work as required, or if the Contractor fails to remove defective or nonconforming Work from the site, as required, the Owner may elect to either correct such Work or remove and store materials and equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may upon ten (10) additional days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Architect's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.
- 12.13 The Contractor shall prepare and submit to the Owner for the Owner's review and approval an as-planned progress schedule for the Work. The Contractor shall furnish such manpower, materials, facilities and equipment and shall work such hours, including night shifts, overtime operations and Sundays and holidays, as may be necessary to ensure the performance of the Work within the Milestone and Completion dates specified. If it becomes apparent to the Owner or Architect that the Work will not be completed within required Milestone or Completion dates, the Contractor agrees to undertake some or all of the following actions, at no additional cost to the Owner, in order to ensure that the Contractor will comply with all Milestone and Completion date requirements:
- 12.13.1 increase manpower, materials, crafts, equipment and facilities to accelerate performance of the Work;
- 12.13.2 increase the number of working hours per shift, shifts per working day, working days per week, or any combination of the foregoing; and
- 12.13.3 reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

- 12.14 In undertaking the actions required under paragraph 12.13, Contractor shall prepare a Recovery Schedule and comply with the requirements thereof. If the schedule recovery actions taken by the contractor are not satisfactory, the Owner or Architect may direct the Contractor to take any and all actions necessary to ensure completion within the required Milestone and Completion dates (which shall be at Contractor's sole expense), without additional cost to the Owner. In such event, the Contractor shall continue to assume responsibility for his performance and for completion within the required dates.
- 12.15 The Contractor shall be responsible for taking all steps necessary to ascertain the nature and location of the Work and the general and local conditions which can affect the Work or the cost thereof. Failure by the Contractor to fully acquaint himself with conditions which may affect the Work, including, but not limited to conditions relating to access, transportation, handling, storage of materials, availability of labor, water, roads, weather, topographic and subsurface conditions, Separate Prime Contractor conditions and schedules, applicable provisions of law, and the character and availability of equipment and facilities needed prior to and during the execution of the Work, shall not relieve the Contractor of his responsibilities under the Contract Documents and shall not constitute a basis for an adjustment in the Contract Sum or the Contract Time under any circumstances. The Owner assumes no responsibility for any understanding or representation about conditions affecting the Work made by any of its officers, employees, representatives, or agents prior to the execution of the Contract, unless such understandings or representations are expressly stated in the Contract Documents.

ARTICLE 13 - INDEMNIFICATION

- 13.1 The parties agree that 1% of the total compensation paid to the CONTRACTOR for performance of this Agreement shall represent the specific consideration for the CONTRACTOR'S indemnification of the OWNER as is set forth in the General Conditions and Contract Document.
- 13.2 It is the specific intent of the parties hereto that the indemnification below complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.
- 13.3 CONTRACTOR shall indemnify and hold harmless the OWNER, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful

misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this construction contract. Regardless of the foregoing the indemnification herein shall be the greater of the CONTRACTORS insurance coverage for such claim or One million dollars, whichever is greater.

- 13.4 The Owner shall be liable 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 Work. Any subcontract entered into by the Contractor shall include the foregoing limitation, which shall be effective in the event the Owner ever succeeds to the Contractor's rights and obligations under a subcontract.

ARTICLE 14 – OWNER DIRECT PURCHASE PROGRAM

- 14.1 The Owner shall appoint the Contractor as the Owner's authorized representative with respect to any matter arising out of the purchase orders under this program. The Contractor will cooperate fully with the Owner with respect to the implementation of a tax exempt direct material/equipment purchase program involving the direct purchase of various construction materials, supplies and equipment that is currently part of this Contract. The Owner shall obtain, with the assistance of the Contractor, the proper authorization from the State of Florida in the form of a Technical Assistance Advisement (TAA).

The Owner Direct Purchase Program is attached hereto as **Exhibit "A,"** controls the Direct Purchase Program for the Project. The Direct Purchase Program will be operated in accordance with the following provisions:

- 14.1.(a) The Owner will issue its own purchase orders directly to the third party vendor or supplier of material and equipment purchased under the Direct Purchase Program. The purchase order will be accompanied by the Owner's Exemption Certificate which includes its name, address, and the exemption number with issuance and expiration date.
- 14.1.(b) All material and equipment purchased under the Direct Purchase Program is sold directly to the Owner and is directly to the Owner and is directly invoiced by the vendor or supplier.

- 14.1.(c) The Owner takes title and possession of all materials and equipment purchased under the Direct Purchase Program from the vendor or seller before they are incorporated into the Project.
- 14.1.(d) The Owner assumes all risk of loss on all material and equipment purchased under the Direct Purchase Program. The Contractor cannot be held liable for damage or loss to the material or equipment.
- 14.1.(e) The Owner is responsible for and pays the premiums on all insurance and/or bonding on materials or equipment purchased under the Direct Purchase Program. The Contractor does not share any economic benefits of proceeds from bond or insurance covering risk of damage or loss of the material or equipment.
- 14.1.(f) The Owner makes direct payment to the third party vendor or seller for all purchases from its own funds or accounts for all purchases under the Direct Purchase Program.
- 14.2 The Owner agrees to process its purchase orders so that the progress of construction is not jeopardized. Should the Owner fail to process the purchase orders within a time frame so as not to delay the construction, the Contractor shall, at its sole discretion, void the Owner purchase order and purchase the item direct thereby waiving any rights the Owner may have for a direct purchase tax savings. Should the items included in the purchase order represent any materials, supplies or equipment that is part of a subcontractor's scope of Work, any terms and conditions that the subcontractor deems to be warranted to protect their interest, shall also be included and/or substituted. Vendors and suppliers must be approved by the Owner prior to the processing of purchase orders.
- 14.3 The items being purchased shall be purchased from the vendors and suppliers selected by the Contractor and/or the subcontractor for prices negotiated by the Contractor and/or subcontractor.
- 14.4 The Contractor is responsible for establishing an accounting system that will adequately track and monitor the direct purchases made by the Owner. The determination of the adequacy of the accounting system shall be mutually agreed upon between the Contractor and the Owner. The system developed by the Contractor shall track and monitor that materials purchased (and shall adequately identify the same), costs, tax savings, and such other charts of accounts or information as may be reasonable requested by the Owner. The Contractor shall submit a monthly accounting report of this information with the Contractor's application for payment.

- 14.5 The Contractor shall provide all rough drafts of purchase orders to the Owner for processing in such time and sequence that the Work will not be impeded or delayed in any manner. Notwithstanding anything in this Article 10.3 to the contrary, the Contractor remains fully responsible under its Contract with the Owner, and the implementation of this direct purchase program shall not be used in any manner by the Contractor to justify any delay unless such delay is a direct result of the Owner's failure to comply with the terms of the Direct Owner Purchase Program through no fault of the Contractor. Should a delay be incurred that is not the result of the Owner's failure, as stated above, the Contractor shall be held accountable for such a delay. The Contractor, for \$10.00 and other valuable consideration, the adequacy of receipt of which is hereby acknowledged and deemed to be sufficient, does hereby release, waive and hold harmless the Owner from and against any claim for damages, acceleration damages, or any other matter, claim or damage that may arise from or be related to in any way the Owner's Direct Purchase Program to the extent stated herein.
- 14.6 The Contractor shall be responsible for all purchases in the same manner as if the Contractor had purchased the items, inclusive of managing the warranties for the Owner. The Contractor shall cooperate with the Owner and take all action necessary to assure that all warranties with respect to any materials or equipment which may be available from any vendor are passed-through to the Owner.
- 14.7 Modification of the Contract Sum will be made by one (1) change order (or additional change orders in the sole discretion of the Owner) prior to final payment unless the Contract period crosses the Owner's fiscal year, in which case, one (1) change order will occur for each fiscal year, one prior to the close of the first year, and the other during the second fiscal year.
- 14.8 The Contractor and its surety hereby agree that the performance bond penal amount shall be unaffected by any direct purchase deductive change order which is made pursuant to this program.
- 14.9 The Contractor agrees that its builder's risk insurance coverage amount shall be unaffected by any direct purchase deductive change order implemented pursuant to this program.
- 14.10 Payment shall be directly made by the Owner to the vendor for any Direct Purchases.
- 14.11 To the extent authorized under Florida law, Owner agrees to indemnify and hold harmless Contractor, its subcontractors and suppliers of and from any claims, liability, or responsibility to the State of Florida for any action the State may take against any of them for the payment of any sales or

use taxes as a result of Owner's direct purchase of such materials, supplies or equipment.

- 14.12 The Owner shall have the sole option to require the vendor to include a supply bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the Owner and Contractor. The cost of the supply bond shall be included in Contractor's GMP.
- 14.13 The Owner agrees to make payments by the 15th of the month providing the Contractor processes the invoices and delivers same to the Facilities Division by the 20th of the preceding month.
- 14.14 Owner shall not withhold retainage on any payments made to the vendor.

ARTICLE 15 – TERMS

- 15.1 Limitation of Liability. The Owner shall be liable 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 Work. Any subcontract entered into by the Contractor shall include the forgoing limitation, which shall be effective in the event the Owner ever succeeds to the Contractor's rights and obligations under a subcontract.
- 15.2 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", "herein", "hereunder", and similar terms in the Contract Documents refer to the Contract Documents as a whole and not to any particular provision thereof, unless stated otherwise.
- 15.3 Gender. Unless the context clearly indicates to the contrary, pronouns having a neuter, masculine or feminine gender shall be deemed to include the others.
- 15.4 Entire Agreement. This Agreement and the Construction 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 cancelled. This Agreement can be modified or amended only by a written document duly executed by the parties or their duly appointed representative.

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

15.6 Notices. All notices shall be in writing, 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) by delivering the same in person to such party, (i) personal delivery, or (ii) overnight courier, or (c) by facsimile transmission provided that a copy is sent on the same day, by 5 p.m., by either of the methods described in (a) or (b). 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:

If to Owner: Facilities Planning & Construction
The School District of Indian River County, Florida
Mr. Nicholas Westenberger
6055 62nd Avenue
Vero Beach, FL 32967
Telephone: 772-564-5016

Contractor: Hamilton Roofing, Inc.
Mr. Steve Lasky
PO Box 500590
Malabar, FL 33950
Telephone: 321-729-0548

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.

15.7 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.

- 15.8 Captions. The headings used for the various portions of this Agreement and the Construction Documents 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, any section of this Agreement, or any section of the Contract Documents.
- 15.9 Severability. In the event 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 will materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.
- 15.10 Cumulative Remedies. All rights, powers, remedies, benefits, and privileges are 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.
- 15.11 Approval. Whenever any review or approval is required by any party, such party agrees that such review or approval will be promptly and expeditiously prosecuted to conclusion.
- 15.12 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.
- 15.13 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 parties or any third party, or cause any party to be responsible in any way for the debts and obligations of the other party.
- 15.14 No Construction Against Drafter. Each of the parties have 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.

- 15.15 Third Party Beneficiary. This Agreement has been made and entered into for the sole protection and benefit of the Owner, and its respective successors, and no other person or entity shall have any right or action under this Agreement.
- 15.16 No Assignments. This Agreement is for the personal services of the Contractor, and may not be assigned by the Contractor in any fashion, whether by operation of law or by conveyance of any type, including without limitation, transfer of stock in the Contractor, without the prior written consent of the Owner, which consent the Owner may withhold in its sole discretion.
- 15.17 Force Majeure. With regard to the 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 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, 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 and diligently pursues such performance.
- 15.18 Governing Law and Venue. This Agreement shall be governed 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 proceeding 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. 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 a dispute arising out of this Agreement or the Contract Documents.
- 15.19 Waiver of Jury Trial. The parties expressly waive the right to a jury trial.
- 15.20 Dispute Resolution. Prior to initiating any litigation arising out of the Agreement, the parties to submit the dispute to non-binding 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 cost of the mediator shall be split between the parties.

- 15.21 Right to Enter 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 performances and 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 obligation under this Agreement. Upon written request, each party agrees to supply the other party with evidence of its full right and authority.
- 15.22 Conduct While on School Property. The Contractor acknowledges that its employees and agents 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 administrator or designee. It will be considered a breach of this Agreement for any agent or employee of the Contractor 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 School Board. The Contractor agrees to immediately remove any agent or employee if directed to do so by the building administrator or designee.
- 15.25 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 Contractor arising from this Agreement shall automatically transfer to such third party without the necessity of a written document or consent from the Contractor.
- 15.26 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 thirty-six (36) months from the date of being placed on the convicted vendor list."

By signing this Agreement, Contractor 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.
- (b) Have not, within a five-year period preceding the issuance of RFQ N/A 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 under public transaction; 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 RFQ N/A had one or more public transactions (federal, state or local) terminated for cause or default.

Contractor agrees to notify School Board within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, informations, or terminations as described in paragraphs (a) – (d) above, with respect to Contractor or its principals.

15.28 No Waiver of Sovereign Immunity. 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.

15.29 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, national or ethnic origin.

15.30 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, Contractor and its subcontractors shall comply with the following enactments, rules, regulations and orders:

Executive Order 11246 of September 24, 1965, entitled "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).

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).

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 \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation).

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 701 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

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).

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).

ARTICLE 16 - PROJECT SIGNAGE

CONTRACTOR shall furnish and erect 1 signs at the Project site as directed by the PROJECT MANAGER. CONTRACTOR may install signage at the site subject to approval by the PROJECT MANAGER.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement. One counterpart each has been delivered to OWNER, CONTRACTOR, and the ARCHITECT. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by the ARCHITECT on their behalf.

OWNER: SCHOOL BOARD OF
INDIAN RIVER COUNTY

CONTRACTOR: HAMILTON
ROOFING, INC.

By _____
School Board Chairman

By _____

Attest: _____
Superintendent
(SEAL)

Attest: _____
(CORPORATE SEAL)

Address for giving notices
6500 57th Street
Vero Beach, FL 32967

Address for giving notices
PO BOX 500590
Malabar, FL 33950

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

License No. CCC 039846

Agent for service of process:

School Dist. Attorney

(If CONTRACTOR is a
corporation, attach evidence of
authority to sign.)

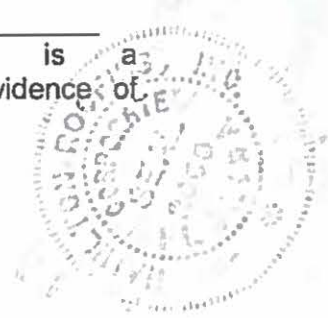


Exhibit A

Owner Direct Material/Equipment Purchase Program

1. The Subcontractor has included Florida State Sales and other applicable taxes in his bid for material, supplies and equipment. The Owner, being exempt from sales tax, reserves the right to make direct purchases of various construction equipment, materials or supplies included in the Subcontractor's bid and/or contract, substantially in accordance with the form of Purchase Order attached herewith.

Any equipment, materials or supplies directly purchased by the Owner that are included in the Subcontractor's contract shall be referred to as Owner-Purchased Materials and the responsibilities of both Owner and Subcontractor relating to such Owner-Purchased Materials shall be governed by the terms and conditions of the procedures. The Owner will own and hold full title to all Owner-Purchased Materials.

2. Material suppliers shall be selected by the Subcontractor awarded the subcontract.

The Subcontractor has included the price for all construction materials in his bid. Owner Purchasing of construction materials, if selected, will be administered on a deductive Change Order basis.

3. Subcontractor shall provide Contractor a list of all intended suppliers, vendors, and material men for consideration as Owner-Purchased Materials. This list shall be submitted at the same time as the preliminary schedule of values. The Subcontractor shall submit a description of the materials to be supplied, estimated quantities and prices.
4. Upon request from Contractor, and in a timely manner, Subcontractor shall prepare a standard Purchase Order Requisition Form in a form acceptable to the Owner and the Contractor, to specifically identify the materials which Owner had, at its sole option, elected to purchase directly. The Purchase Order Requisition Form shall include:

A. The name, address, telephone number and contact person for the material supplier.

B. Manufacturer or brand, model or specification number of the item.

C. Quantity needed as estimated by the Subcontractor.

- D. The price quoted by the supplier for the materials identified therein.
- E. Any sales tax associated, with such quote.
- F. Delivery dates as established by Subcontractor.

Subcontractor shall include reference to any terms and conditions which have been negotiated with the vendors; i.e., payment terms, warranties, retainage, etc.

Such Purchase Order Requisition Forms are to be submitted to Contractor's designated representative no less than fifteen (15) days prior to the need for ordering such Owner-Purchased Materials, in order to provide sufficient time for Owner review and approval and to assure that, such Directly Purchased Materials may be directly purchased by Owner and delivered to the Project site so as to avoid any delay to the Project.

5. After receipt of the Purchase Order Requisition Form, Owner shall prepare its Purchase Orders for equipment, materials or supplies which the Owner chooses to purchase directly. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Subcontractor, less any sales tax associated with such price. Promptly upon receipt of each Purchase Order, Subcontractor shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. Owners Purchasing Director or his designated representative shall be the approving authority for the Owner on Purchase Orders in conjunction with Owner-Purchased Materials. The Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the Owner-Purchased Materials on the delivery dates provided by the Subcontractor in the Purchase Order Requisition Form and shall indicate F.O.B. jobsite.
6. In conjunction with the execution of the Purchase Orders by the suppliers, the Subcontractor shall execute and deliver to the Owner, through the Contractor, one or more deductive Change Orders, referencing the full value of all Owner-Purchased Materials to be provided by each supplier from whom the Owner elected to purchase material directly, plus all sales tax savings associated with such materials in Subcontractor's bid to Contractor.

7. All shop drawings and submittals shall be made by the Subcontractor in accordance with the Project Specifications.
8. Subcontractor shall be fully responsible for all matters relating to the receipt of materials furnished by Owner in accordance with these Procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss, or damage to equipment and materials following acceptance of items by the Owner due to the negligence of the Subcontractor. The Subcontractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Subcontractor for the particular materials furnished. The Subcontractor agrees to indemnify and hold harmless the Owner from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of Subcontractor. Owner purchased materials shall be stored at the construction site.
9. As Owner-Purchased Materials are delivered to the jobsite, the Subcontractor and the Contractor, as County's Representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice of material delivered. The Subcontractor shall assure that each delivery of Owner-Purchased materials is accompanied by adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order, together with such additional information as the Owner or Contractor may require. The Contractor, as Owner's Representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The Subcontractor will then forward the invoice to the Owner through the Contractor for payment. The invoice shall be thereupon furnished to the Finance Department for processing and payment in the manner as all other Osceola School District invoices are processed. The Owner shall have the right to assign personnel to verify and audit the accuracy of all Director Purchase Documents.
10. The Subcontractor shall insure that Owner-Purchased Materials conform to the Specifications, and determine prior to incorporation into the work if such materials are patently defective, and whether such materials are identical to the material ordered and match the description on the bill of lading. If the Subcontractor discovers defective or non-conformities in the Owner-Purchased Material upon such visual inspection, the Subcontractor shall not utilize such non-conforming or defective materials in the work

and instead shall promptly notify the vendor of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Subcontractor shall notify the Owner, through the Contractor, of such occurrence. If the Subcontractor fails to perform such inspection and otherwise incorporated Owner-Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, Subcontractor shall be responsible for all damages to County resulting from Subcontractor's incorporation of such materials into the Project, including liquidated or delay damages. In the event that materials furnished are found to be defective or no-conforming, the Subcontractor shall promptly take action to remedy the defect or non-conformance so as not to delay the work.

11. The Subcontractor shall maintain records of all Owner-Purchased Materials it incorporates into the work from the stock of Owner-Purchased Materials in its possession. The Subcontractor shall account monthly to the Owner, through the Contractor, for any Owner-Purchased Materials delivered into the Subcontractor's possession, including portions of all such materials which have been incorporated into the work.
12. The Subcontractor, as the Owner's agent, shall be responsible for obtaining and managing all warranties and guarantees for all material and products as required by the Contract Documents. All repair, maintenance or damage-repair calls shall be forwarded to the Subcontractor for resolution with the appropriate supplier or vendor.
13. Notwithstanding the transfer of Owner-Purchased Materials by the Owner to the Subcontractor's possession, the Owner shall retain title to any and all Owner-Purchased Materials.
14. The transfer of possession of Owner-Purchased Materials from the Owner to the Subcontractor shall constitute a bailment for the mutual benefit of the Owner and the Subcontractor. The Owner shall be considered the bailor and the Subcontractor the bailee of the Owner-Purchased Materials. Owner-Purchased Materials shall be considered returned to the Owner for the purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project. All Owner-Purchased Materials shall be stored at the construction site.
15. The insurance purchased and maintained by the Contractor shall be sufficient to protect against any loss of or damage to Owner-Purchased Equipment, Materials or Supplies. Such insurance shall cover the full value of any Owner-Purchased Materials not yet incorporated into the Project from the time the Owner first takes title. The Owner shall be

named as an Additional Insured Party on such policies of insurance. The Owner will bear the costs of all Payment and Performance Bonds and Owner's Insurance including Builder's Risk Insurance as a reimbursable expense to the Contractor. The Owner as an additional named insured on the Contractor's Builder's Risk Insurance and, in the event of damage or destruction to the Owner-Purchased Materials, the Owner will receive all proceeds derived from all claims against insurers or others to pay for repair or reconstruction as a result of damage or destruction.

16. The Owner shall in no way be liable for interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from delay in the delivery of, or defects in, Owner-Purchased Materials when such delay is a result of the failure of the Subcontractor's performance.
17. On a monthly basis, Subcontractor shall be required to review invoices submitted by all suppliers of Owner-Purchased Materials delivered to the Project site during that month and either concur or object to the Owner's issuance of payment to the suppliers, based upon Subcontractor's records of material delivered to the site and any defects in such materials.
18. In order to arrange for the prompt payment to the supplier, the Subcontractor shall provide to the Owner, through the Contractor, a list indicating the acceptance of the goods or materials in accordance with the established monthly Payment Request Schedule. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the Owner. Upon receipt and verification of the appropriate documentation, the Owner shall prepare a check drawn to the supplier based upon the receipt of data provided. This check will be released, delivered, and remitted directly to the supplier. The Subcontractor agrees to assist the Owner to immediately obtain a partial or final release of lien waiver as appropriate.
19. The Owner's direct purchase of equipment, materials or supplies, as provided herein does not relieve the Contractor or any Subcontractor of any obligation required pursuant to the contract or subcontract pertaining to the performance of work, except as to the Owner's obligation to make direct payments to such vendors and may reduce the bonds to the extent permitted by Section 255.05, F.S.

HAMILTON ROOFING INCORPORATED

7065 Osage Street, Palm Bay, FL 32909
P. O. Box 500590, Malabar, Florida 32950

TEL: (321) 729-0548 FAX: (321) 725-2029
EMAIL: accounting@hamiltonroofinginc.com

April 24, 2017

School Board Of Indian River
1990 25th St
Vero Beach Florida 32960

Re: Authorization Letter

To Whom it May Concern

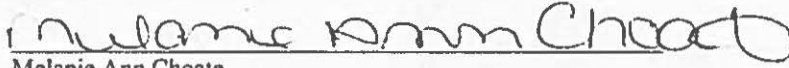
Hamilton Roofing is authorizing Steve Lasky, Vice President, of Hamilton Roofing Inc., to sign any and all documents including contract for job at Fellsmere Elementary School. Should you have any questions or concerns please call our office at 321-729-0548

Sincerely,


Anthony Hamilton, President
Hamilton Roofing Inc
321-729-0548

State: of Florida
County: Of Brevard

Sworn and subscribed before me this 24th day of April 2017
Anthony Hamilton, President of Hamilton Roofing Inc and
Personally, known to me


Melanie Ann Choate



BID FORM

To: School District of Indian River County
6055 62nd Ave,
Vero Beach, Florida 32967

Project: Fellsmere, Dodgertown, & Rosewood Magnet Schools
Roof Replacements
REI Project No. 16FTM-005

Date: March 24, 2017

Contractor: Hamilton Roofing, Inc.

Address: 4000 Old Dixie Hwy.

Phone: (321) 729-0548

Malabar, Fl. 32950

Fax: (321) 725-2029

Email: Steve@hamiltonroofinginc.com

Florida License No.: CCC039846

Classification: Roofing

Limitation: ??

Bids are due by 4pm Friday, March 24th, 2017 and should be sent, via email, to Randy Moore with REI Engineers at rmoores@reiengineers.com, and copied to Rick Huff with the School District of Indian River County at Richard.Huff@indianriverschools.org.

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The bidder further declares that he has examined the site of the work and the contract documents relative thereto dated February 17, 2017 as prepared by REI Engineers, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed. The Bidder proposes and agrees if this proposal is accepted to contract with the Owner in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools apparatus, means of transportation and labor necessary to complete the construction of the project with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents, for the sum of:

BID ITEM 1: Fellsmere Elementary School Roof Sectors B1, C1, C2, & C3.

One hundred ninety nine thousand, eight hundred and two dollars (\$ 199,802.00)
(Words) (Figures)

BID ITEM 2: Dodgertown Elementary School Roof Sectors A, B, C, D, E, F, I, & G.

Two hundred sixty one thousand three hundred and forty dollars (\$ 261,340.00)
(Words) (Figures)

BID ITEM 3: Rosewood Magnet School Roof Sectors A, B, C, D, & E.

One hundred eighty one thousand two hundred and thirty dollars (\$ 181,230.00)
(Words) (Figures)

Roof Replacements
SDIRC

BID ITEM 4: Combination of Bid Items 1 through 3.

Six hundred forty two thousand three hundred and seventy two dollars (\$ 642,372.00)
 (Words) (Figures)

ALTERNATES:

Add Alternate No. 1: Install gutter protection on new gutters installed at Dodgertown Elementary School.

Add/Deduct: Words: add forty two hundred and sixty dollars Figures \$4,260.00

MANUFACTURERS:

Base bid shall utilize modified bitumen roofing materials manufactured by Soprema
 (One manufacturer only)

Base bid shall utilize single ply membrane roofing materials manufactured by Fibertite
 (One manufacturer only)

UNIT PRICES:

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the scope of the work all in accordance with the contract documents.

UP-1: Repair Steel Deck with Coating.....	\$ 5.98	/SF
UP-2: Repair Steel Deck with 18 GA Steel Plates.....	\$ 6.10	/SF
UP-3: Repair Steel Deck with 16 GA Steel Plates.....	\$ 7.45	/SF
UP-4: Repair Steel Deck with 1/8-inch Steel Plates.....	\$ 9.78	/SF
UP-5: Remove and Replace Damaged/Deteriorated Steel Deck.....	\$ 7.10	/SF
UP-6: Repair Damaged or Deteriorated Lightweight Concrete Fill.....	\$ 16.85	/CF
UP-5: Replace Damaged or Deteriorated Plywood Sheathing.....	\$ 3.50	/SF
UP-6: Replace Damaged or Deteriorated Wood Blocking.....	\$ 3.45	/BF
UP-7: Provide New Wood Blocking.....	\$ 3.05	/BF
UP-80: Provide Additional Manufacturer's Walk Pad Material.....	\$ 17.65	/LF
UP-91: Remove and Replace Bent/Damaged Metal Fascia Panels.....	\$ 129.88	/EA

SCHEDULE OF COMPLETION:

The undersigned hereby agrees to perform work on this project over the School District's Summer Break, in which on-site construction can commence May 30th, and the substantial completion deadline is August 9th.

ADDENDUM:

Addendum received and used in computing bid:

Addendum No. 1 N/A Addendum No. 2
 Addendum No. 3 Addendum No. 4

SUBCONTRACTORS:

If subcontractors are to be utilized, the General Contractor shall fill out the blanks on the list below. All subcontractors shall be listed. The general contractor shall identify work by the general, subcontractor or not applicable. Do not list suppliers. If more than one subcontractor per trade, list all. If no subcontractors are to be utilized, indicate by signing at the appropriate place at the bottom of this page.

Trade: Company:
 Trade: Company:
 Trade: Company:

We do not plan to use subcontract forces: X  (Sign if applicable)

Roof Replacements
 SDIRC

Respectfully submitted this 24th day of March, 2017.

Company: Hamilton Roofing, Inc.

Printed Name: Steve Lasky

Signature: 

Title: V. Pres.

Florida State

Brevard County

I, Melanie Ann Choate, a Notary Public for Brevard County, Florida (State), do hereby certify that Steve Lasky personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 24th day of March, 2017.

Melanie Ann Choate
Notary Public



My commission expires 3-24, 2020.

END OF SECTION 00 41 13

OWNER/ CONTRACTOR CONSTRUCTION AGREEMENT (LUMP SUM)

THIS AGREEMENT is dated and will be effective on the 9TH day of May, 2017, by and between the School Board of Indian River County, an entity existing under the laws of the state of Florida, (hereinafter called OWNER) and Crowther Roofing and Sheet Metal of Florida, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ROOF REPLACEMENTS

ROSEWOOD MAGNET SCHOOL

**For The School Board of Indian River County
(As per terms and conditions of Brevard County School Board
ITB #14-B-060-DW for Roofing Services)**

Roof Replacements on the Rosewood Magnet School campus located in Vero Beach, Florida. The Work shall consist of all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor for Roof Replacements for Roof Sectors, A, B, C, D & E as per proposal, as well as all other required work as detailed in the plans and specifications, schedule of values of the Contractor as approved in writing by the ARCHITECT, together with this Contract and the General Conditions of Contract 1997 AIA General Conditions 201 and by this reference incorporated herein, (collectively referred to as "Contract Documents").

ARTICLE 2 – ARCHITECT

The Project has been designed by REI Engineers, Inc. who is hereinafter called Architect and who is to act as OWNER's representative. The Architect shall assume all duties and responsibilities and have the rights and authority to act as the Architect as specified in the Contract Documents in connection with completion of the Work and in accordance with the Contract Documents. The Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its Architect and so advising the Contractor in writing, at which time the person or organization so designated shall be the Architect for purposes of this Contract.

ARTICLE 3 - CONTRACT TIME

- 3.1 Work shall be substantially completed within 81 calendar days (or by August 4, 2017) from the date the Notice to Proceed is issued by Owner. The work shall be ready for Final Completion within 21 calendar days (or by August 25, 2017) from the date of Substantial Completion.
- 3.2 LIQUIDATED DAMAGES. Time is of the essence in the performance of the Work. The Owner and Contractor agree that the losses suffered by Owner if Substantial Completion of the Work is not achieved, are not ascertainable at this time. Contractor acknowledges and agrees that, since time is of the essence, the Owner will suffer financial and other losses if Substantial Completion of the Work is not achieved within the Contract Time, as the Contract Time may be adjusted pursuant to the terms of the Contract Documents. Should the Contractor fail to achieve Substantial Completion of the Work within the Contract Time, Owner shall be entitled to assess, as liquidated damages but not as a penalty, the sum of \$500.00 for each calendar day thereafter until Substantial Completion is achieved and \$250.00 for each calendar day thereafter until Final Completion is achieved. Should the Contractor achieve Substantial Completion of the Work within the Contract Time but fail to achieve Final Completion of the Work within the Contract Time, Owner shall be entitled to assess, as liquidated damages but not as a penalty, the sum of \$250.00 for each calendar day thereafter until Final Completion of the Work is achieved. Contractor 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 Contractor fails to achieve Substantial Completion or Final Completion of the Work within the Contract Time. Further, the parties acknowledge that it would be extremely difficult, if not impossible, to ascertain Owner's actual damages with any degree of certainty in the event Contractor fails to achieve either Substantial Completion or Final Completion of the Work within the Contract Time. Owner has paid to Contractor out of the first payment hereunder, the consideration of \$10.00 as consideration for this provision.
- 3.3 No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded by the Architect and in accordance with the Contract Documents. The time during which the Contractor is delayed in the performance of the Work by acts or omission of the Owner or Architect or any other unforeseeable conditions or events that could not have reasonably been predicted shall be added to the time for completion

of the Work. A change in Contract Time may only be authorized by a written Change Order.

- 3.4 The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein. The Contractor shall not mobilize, commence Work or store materials or equipment on site until: (1) written Notice to Proceed is issued or until the Contractor otherwise receives the Owner's written consent and; (2) all bonds and Certificates of Insurance have been executed, delivered to and accepted by the Owner and; (3) Contractor has delivered to Owner his as-planned schedule, original job cost estimate, list of Subcontractors and corporate resolution designating his representative.
- 3.5 The Date of Substantial Completion of the Work is the Date certified by the Architect and the Owner when the Work is sufficiently complete, in accordance with the Contract Documents, so the Owner can fully occupy and utilize the Work for the use for which it is intended, with all of the Project's parts and systems operable as required by the Contract Documents. Only incidental corrective work and any final cleaning beyond that needed for the Owner's full use may remain for final completion.
- 3.6 The date of Final Completion of the Work is the date certified by the Owner and Architect when the Work is totally complete, to include all items listed on the inspection report following substantial completion inspection, in accordance with the Contract Documents and the Owner may fully occupy and utilize all of the Work for the use for which it is intended.

ARTICLE 4 - CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, subject to adjustment as provided therein, in current funds as follows:

The Contractor's price(s) in the Bid Form is in the amount of **\$168,770.00**. The Owner will include a **\$16,877.00** contingency, for a total contract amount of **\$185,647.00**. Any contingency remaining at the closeout or completion of the project will be retained by the Owner.

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with the Contract Documents, AIA Form G702. Applications for Payment will be approved by Architect, then forwarded to the Owner for payment as provided in the Contract Documents.

- 5.1. **PROGRESS PAYMENTS.** OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by Architect. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the Contract Documents. The OWNER agrees to make payments within 25 business days providing the CONTRACTOR processes the invoice and delivers same to the Facilities Division Bookkeeping Department as the single agent/point of contact, by the 20th of the preceding month. The OWNER will not withhold payment without proper and adequate justification.

General Requirements

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Architect shall determine, or OWNER may withhold, in accordance with the Contract Documents.

90% of Work completed.

0% of materials and equipment not incorporated in the Work.

5.1.2. Upon Substantial Completion payment may be made in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts, as Architect shall determine, or OWNER may withhold, in accordance with the Contract Documents.

5.1.3. When the Architect determines 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", which establishes a single list providing feedback to the Contractor on non-conforming work, or work requiring further quality adjustments and must be developed within 30 calendar days of the date of substantial completion and delivered to Contractor within 5 calendar days thereafter; the date the Contractor will have completed all items on the Substantial Completion Punch List, and such other items as the Architect

and Owner deem appropriate. The Certificate of Substantial Completion shall be executed by the Architect, Contractor and Owner. The Contractor will promptly engage in completing the Substantial Completion Punch List within 10 days of its issuance.

- 5.2. **FINAL PAYMENT.** Final payment of the Contract Sum will be made after the Architect certifies that the Work is complete, Owner's representatives complete their final acceptance report, the School District's Building Official completes the final inspection and a "certificate of occupancy" is issued. . Final Payment to the contractor requires School Board approval in accordance with Florida Statute 1013.50. It is understood and agreed, that final payment will not be withheld if a certificate of final inspection is issued by the Owner's Uniform Building Code Inspector, or if any other government agency refuses to give final acceptance for any reason other than the failure of the Contractor to complete the Work in accordance with the Contract Documents. Further, neither final payment nor any remaining Retainage shall be paid to the Contractor until the Architect has received an affidavit in a form sufficient to the Owner that all indebtedness in connection with the performance of the Work for which the Owner or the Owner's property may be held liable or encumbered, have been fully paid or otherwise satisfied; a certification in a form acceptable to the Owner which establishes that all required insurance will remain in full force and effect after final payment and will not be cancelled or allowed to expire until at least 30 days prior written notice has been provided to the Owner; consent of the surety to final payment; and any other certifications reasonably required by the Owner establishing full payment or satisfaction of any obligations. In the event the Contractor fails to furnish such certifications as the Owner reasonably requires to satisfy the Owner that there are no outstanding liens, the Owner may require the Contractor as a condition of final payment and at the Contractor's expense, to furnish a bond in a form and amount satisfactory to the Owner to indemnify the Owner against such liens or claims. The one year warranty period for the work will begin upon Final Completion. Warranty will be for all workmanship, material, and equipment except for Owner insured damages.
- 5.3 **CHANGE ORDERS.** No change in the Contract Sum or Time may be made except by a duly authorized and executed written Change Order. If the Change in or addition to the Work will result in an increase in the Contract Sum, the Owner shall have the right to require the performance thereof on a lump sum basis, a unit price basis or a time and material basis, all as hereinafter more particularly described (the right of the Owner as aforesaid shall apply with respect to each such Change in the Work). Any such Change Order shall be substantiated by complete itemized statements showing quantities and unit prices for material, labor (including

all applicable fringe benefits), equipment, markup for overhead and profit, and other items of cost. Costs of labor (including all applicable fringe benefits) and materials shall be actual costs to the subcontractor. All duly authorized and executed Change Orders shall become a part of the Contract Documents as described in Article 8.

ARTICLE 6 – OWNERS PROJECT REPRESENTATIVE

- 6.1 The Owner's Project Representative who shall act as OWNER'S PROJECT MANAGER is Richard Huff who is a School District employee. The Owner's Project Manager has the authority to approve matters contemplated in this Agreement where the monetary impact is within the Owner approved Contingency.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions, laws, rules, regulations, codes, ordinances that in any manner may affect cost, progress, performance, or furnishing of the Work. Contractor fully understands the intent and purpose of the project and agrees to maximize Owner's fulfillment and needs.
- 7.2. CONTRACTOR IS AT RISK. Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground and Concealed Facilities internal or contiguous to the site and assumes responsibility for the accurate location of said Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said facilities are or will be required of OWNER by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. Only at Owner's discretion will Owner expend funds or resources to the project in the repair, preservation, or reuse of these existing facilities that are outside of the project scope or included in the Contract Documents.
- 7.3. CONTRACTOR has given ARCHITECT written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents

and the written resolution thereof by ARCHITECT is acceptable to CONTRACTOR.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work, consist of the following:

- 8.1 This Agreement consisting of 36 pages.
- 8.2 Performance Bond and Payment Bond in accordance with F.S. 255.01 et. seq. consisting of N/A pages (plus Power of Attorney Forms as applicable).
- 8.3 Notice of Award (N/A)
- 8.4 General Conditions consisting of (N/A)
- 8.5 Supplementary Conditions consisting of N/A.
- 8.6 Drawings to be prepared and provided by REI Engineers, Inc.
- 8.7 Specifications to be prepared and provided by REI Engineers, Inc.
- 8.8 Addenda numbers N/A to N/A, inclusive.
- 8.9 CONTRACTOR'S Bid. (Contractor's *proposal* attached)
- 8.10 The following which may be delivered or issued after the Effective Date of the Agreement are not attached hereto, which shall be all Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Contract Documents.
- 8.11 The documents listed under Article 8 above are attached to this Agreement (except as expressly noted otherwise above).
- 8.12 Anything shown on the drawings and not mentioned in the specifications or mentioned in the specifications and not shown on the drawings shall have the same effect as if shown or mentioned respectively in both. Technical specifications take priority over general specifications and detail drawings take precedence over general drawings. Any work shown on one drawing shall be construed to be shown in all drawings and the Contractor will coordinate the work and the drawings. If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: The Owner- Contractor Agreement;

Modifications; Addenda; any Supplementary Conditions; the General Conditions; the Specifications; the Drawings; as between schedules and information given on Drawings, the schedules shall govern; as between figures given on Drawings and the scaled measurements, the figures shall govern; as between large-scale Drawings and small scale Drawings, the larger scale shall govern. Any such conflict or inconsistency between or in the drawings shall be submitted to the Design Consultant whose decision thereon shall be final and conclusive.

- 8.13 The provisions of this Contract cannot be amended, modified, varied or waived by the Owner or its agents or representatives in any respect except by a Modification approved and executed by the School Board of Indian River County. The Contractor is hereby given notice that no person or entity has authority to orally waive, or to release the Contractor from any of the Contractor's duties or to alter obligations under or arising out of this Contract. Any waiver, approval or consent granted by Modification to the Contractor shall be limited to those matters specifically and expressly stated thereby to be waived, approved or consented to and shall not relieve the Contractor of the obligation to obtain any future waiver, approval or consent.

This Agreement and the Construction 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 cancelled. This Agreement can be modified or amended only by a written document duly executed by the parties or their duly appointed representative.

ARTICLE 9 – ARCHITECT

- 9.1 Should errors, omissions, or conflicts in the Drawings, Specifications, or other Contract Documents prepared by the Architect be discovered, the Architect will prepare such amendments or supplementary documents and provide consultation as may be required.
- 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to familiarize itself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of such on-site observations, the Architect and his consulting engineers shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. Contractor shall not be relieved from any of the obligations of

the Contract Documents as a result of the Architect's failure to detect any defective or deficient Work of the Contractor or others working by, through or under the Contractor.

- 9.3 The Architect shall at all times have access to the work wherever it is in preparation or progress. The Contractor shall provide safe facilities for such access so the Architect may perform his functions under the Contract Documents.
- 9.4 All interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents. The Architect's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.
- 9.5 The Architect has the authority to condemn or reject work on behalf of the Owner when, in its opinion, the work does not conform to the requirements of the Contract Documents. Whenever, in the Architect's reasonable opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have the authority to require special inspection or testing of the work in accordance with the provisions of the Contract Documents whether or not such work be then fabricated, installed or completed.
- 9.6 The Architect will conduct inspections to determine the dates of Substantial Completion and Final Completion, and will issue a final Certificate for Payment. The Architect shall be solely responsible for issuance of Certificates of Substantial and Final Completion.

ARTICLE 10 – MISCELLANEOUS

- 10.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, will have the meanings indicated in the General Conditions.
- 10.2 If the Contract Documents, laws, rules, regulations or orders of any State or Federal authority having jurisdiction require any portion of the Work to be inspected, tested, or approved, the Contractor shall give the Owner and Architect timely notice of its readiness so they may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities. Unless otherwise provided, the Owner shall bear all costs of other inspections, tests or approvals. The Contractor shall pay for all utilities required for testing of installed equipment of all of his work and the work of each Subcontractor.

10.3 Contractor shall include all subcontractors as insureds under its policies or shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Owner reserves the right to request copies of subcontractor's Certificates at any time. If Contractor does not verify subcontractors' insurance as described above, Owner has the right to withhold payments to the Contractor until the requirements have been met.

10.3.1 The Contractor shall deliver the required bonds and proofs of insurance to the Owner prior to the commencement of any Work, and in no event any later than 10 days after the execution of this Agreement.

10.3.2 The Contractor shall, throughout the performance of its services under this Agreement and throughout the term of this Agreement maintain and provide to the Owner the insurance coverages listed in this Article. The insurance policies shall be issued and underwritten by a licensed insurer, licensed as such in the State of Florida. The Contractor shall provide insurance that may not be reduced, terminated, or cancelled unless 30 days prior written notice thereof is furnished to the Owner. Certificates of insurance and copies of all policies (if required by the Owner) shall be furnished to the Owner within 10 days after the execution of this Agreement. In the event of any cancellation or reduction in insurance coverage, the Contractor shall obtain substitute coverage, without any lapse of coverage whatsoever. The insurance policies shall name the Owner, the Owner's representatives, and the officers, directors, agents, employees and assigns of the Owner as additional insured (except for the professional liability and worker's compensation insurance).

10.3.3 The Owner may, in its sole discretion, procure and pay for the required Builders Risk insurance for the Project. In the event Owner elects to procure and pay for the Builders Risk insurance for the Project, the Contractor shall cooperate with Owner and provide any requested information for the procurement of the Builders Risk insurance.

10.3.4 The insurance required from the Contractor in this Article shall include all major divisions of coverage, and shall be on a commercial general basis including premises and operations (including X-C-U), Independent Contractor Hired Products and Completed Operations, and Owned, Non-owned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or others set forth in the Contract

Documents, whichever is greater. All insurance shall be written on an occurrence basis, unless the Owner approves in writing coverage on a claims-made basis. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the work until date of final payment and termination of any coverage required to be maintained after final payment.

10.3.5 The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending limits of coverage.

10.3.6 Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises Operation (including X-C-U as applicable)
2. Independent Contractor's Hired
3. Products and Completed Operations
4. Personal Injury Liability
5. Contractor liability including the provision for Contractor's obligation of indemnification and hold harmless
6. Owned, non-owned and hired motor vehicles
7. Broad Form Property Damage including Completed Operations

10.3.7 The insurance required by this Article shall be written for not less than the following, or greater if required by law.

1. Workers' Compensation:

- (a) State: As required by Chapter 440, Florida Statutes
- (b) Applicable Federal (e.g. Longshoremen's Statutory)
- (c) Employer's Liability: \$500,000.00

2. Commercial General Liability (including Premises Operations; Independent Contractor Hired; Products and Completed Operations; Broad Form Property Damage):

- (a) Bodily Injury:
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000
- (b) Property Damage:
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000.

- (c) Products and Completed Operations to be maintained for one year after final payment
 - (d) Property Damage Liability Insurance shall provide S, C or U Coverage as applicable
- 3. Contractual Liability:
 - (a) Bodily Injury:
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000.
 - (b) Property Damage:
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000.
- 4. Personal Injury, \$1,000,000.00 per claimant; with an annual general aggregate per policy of not less than \$2,000,000
- 5. Commercial Automobile Liability: The State of Florida has no-fault automobile insurance requirements. The Contractor shall be certain coverage is provided which conforms to any specific stipulation in the law.
 - (a) \$1,000,000.00 per incident or occurrence combined single limit for bodily injury and property damage; with an annual general aggregate per policy of not less than \$2,000,000.

10.3.8 The Contractor shall procure property insurance for any portion of the Work stored off Site or in transit, and the cost for such shall be borne by the Contractor.

10.3.9 Boiler and Machinery Insurance. The Contractor shall purchase and maintain boiler and machinery insurance if applicable to the Contract Documents. This insurance shall remain in full force and effect until final acceptance of the insured items by the Owner.

10.4.0 Performance and Payment Bonds. The Contractor shall furnish bonds covering the faithful performance of the Agreement and payment of any and all obligations arising under the Agreement as required by Florida law. Upon request, the Contractor shall furnish a copy to any person or entity requesting a copy. Such bonds shall be in conformance and

compliance with sec. 255.05, Florida Statutes, and shall contain the information and provisions set forth in the referenced section. Pursuant to sec. 255.05, the Contractor shall record the performance and payment bonds in the public records of Indian River County, Florida. The Contractor shall provide the recorded copy of the bonds to the Owner.

10.4.1 Insurance as Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the Contractor, its subcontractors, sub-subcontractors, material suppliers, employees, or agents to the Owner or others. Any remedy provided to the Owner, or the Owner's officers, employees, agents or assigns, by the insurance shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise.

10.4.2 No Waiver by Approval/Disapproval. Neither approval by the Owner nor failure to disapprove the insurance furnished by the Contractor shall relieve the Contractor of its full responsibility to provide the insurance as required by this Agreement.

ARTICLE 11 – TERMINATION OF THE CONTRACT

- 11.1 The Owner may, at any time upon ten (10) days' written notice to the Contractor, which notice shall specify that portion of the Work to be terminated and the date said termination is to take effect, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the work for the convenience of the Owner. The Contractor's sole remedy, in the event of such termination, will be the allowable termination costs permitted by Article 11.3. Contractor shall include termination clauses identical to Article 11 in each of his Subcontracts.
- 11.2 The Owner may, upon ten (10) days' written notice to the Contractor and to the Contractor's surety, terminate (without prejudice to any right or remedy of the Owner or any subsequent buyer of any portion of the Work) the employment of the Contractor and his right to proceed either as to the whole or any portion of the Work required by the Contract Documents and may take possession of the Work and complete the Work by Contract or otherwise in any one of the following circumstances:
- 11.2.1 if the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will ensure the Substantial or Final Completion of the Work within the Contract Time or fails to complete the Work within said periods;

- 11.2.2 if the Contractor is in material default in carrying out any provisions of the Contract;
 - 11.2.3 if the Contractor fails to supply a sufficient number of properly qualified and skilled workers or proper equipment or materials;
 - 11.2.4 if the Contractor fails to make prompt payment to Subcontractors or materialmen or for materials or labor;
 - 11.2.5 if the Contractor disregards laws, permits, ordinances, rules, the Lunsford Requirements, regulations or orders of any public authority having jurisdiction, or fails to follow the instructions of the Owner;
 - 11.2.6 if the Contractor violates any provisions of the Contract Documents;
or
 - 11.2.7 if the Contractor refuses or fails to properly schedule, plan, coordinate and execute the Work, as specified herein, so as to perform the Work within the specified Milestone and Completion dates, or to provide scheduling or related information, revisions and updates as required by the Contract Documents.
- 11.3 If the Owner terminates the whole or any portion of the Work pursuant to ARTICLE 11, then the Owner shall only be liable to the Contractor for those reasonable costs reimbursable to the Contractor as calculated by Owner in Owner's sole discretion, provided however, that if there is evidence that the Contractor would have sustained a loss on the entire Contract had it been completed an appropriate adjustment shall be made reducing the amount of the allowable termination payment to reflect the indicated amount of loss. Contractor shall submit any claim of reimbursable cost, as stated in this paragraph, within 10 days of receipt of Notice of Termination or such claims are waived, released and forever barred. Reasonable costs owed to the Contractor by the Owner may include supplies, services, or property accepted by the Owner. In arriving at any amount due the Contractor, there shall be deducted any claim the Owner may have against the Contractor, amounts determined to be necessary to protect the Owner against loss because of outstanding or potential liens or claims, and the price for any materials, supplies, or other things acquired by the Contractor and not otherwise recovered by or credited to the Owner. The total sum to be paid to the Contractor shall not exceed the Contract Sum as reduced by the amount of payments otherwise made or to be made for Work not terminated and as otherwise permitted by the Contract.

- 11.4 After receipt of a notice of termination from the Owner, the Contractor shall:
- 11.4.1 stop Work under the Contract on the date and to the extent specified in the notice of termination;
 - 11.4.2 place no further order or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated;
 - 11.4.3 terminate all purchase orders and subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination;
 - 11.4.4 at the option of the Owner, assign to the Owner in the manner, at the times and to the extent directed by the Owner, all of the rights in the subcontracts so terminated, in which case the Owner shall have the right, at his discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 - 11.4.5 settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts;
 - 11.4.6 complete performance of such part of the Work as shall not have been terminated by the notice of termination; and
 - 11.4.7 take such action as may be necessary for the protection and preservation of the property related to the Contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest.
- 11.5 In the event 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 will materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.

ARTICLE 12 – CONTRACTOR

- 12.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Owner and Architect any error, inconsistency or omission he may discover in the Contract Documents, including any requirement which may be contrary to any law, ordinance, rule, regulation or order of any public authority bearing on the performance of the Work. If the Contractor has reported in writing an error,

inconsistency or omission, has promptly stopped the affected work until otherwise instructed, and has otherwise followed the instructions of the Owner, the Contractor shall not be liable to the Owner for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without first possessing approved Shop Drawings, Product Data or Samples for such portion of the Work.

- 12.2 The Contractor and his Subcontractors shall keep at the site of the Work at least one copy of the approved drawings and specifications and shall at all times give the Owner, the Architect, inspectors, as well as other representatives of the Owner access thereto.
- 12.3 The Contractor shall supervise, coordinate and direct the Work, using his best skill and attention. He shall be solely responsible for and have control over all construction means, methods, techniques, sequences and procedures of construction and for coordinating all portions of the Work under the Contract.
- 12.4 It shall be the responsibility of the Contractor to coordinate the work, to maintain a progress schedule, and to notify the Owner and the Architect of any changes in the approved progress schedule.
- 12.5 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and sub-Subcontractors, suppliers, their agents and employees, and other persons performing any of the Work and for their compliance with each and every requirement of the Contract Documents, in the same manner as if they were directly employed by the Contractor.
- 12.6 The Contractor understands and agrees that the Owner and Architect will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and they will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Owner, and Architect will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.
- 12.7 The Contractor shall employ no plant, equipment, materials, methods or persons to which the Owner and Architect have a reasonable objection.
- 12.8 Background Check. The Contractor agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in sections 1012.467 or 1012.468 and consistent with

District policy, 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 School Board. This background screening will be conducted by the School Board in advance of the Contractor or its personnel or subcontractors providing any services under the conditions described in the previous sentence. The Contractor 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 Contractor and its personnel. The parties agree that the failure of the Contractor to perform any of the duties described in this section 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 Contractor 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 Contractor's failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.

- 12.9 The Contractor warrants to the Owner and the Architect that all materials and equipment furnished under this Contract will be new, unless otherwise specified, and that all workmanship will be of the best, first class quality, free from faults and defects and in conformance with the Contract Documents and all other warranties and guaranties specified therein. Where no standard is specified for such workmanship or materials, they shall be the best of their respective kinds. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials, workmanship and equipment. The warranties set forth in this paragraph and elsewhere in the Contract Documents shall survive Final Completion of the Work.
- 12.10 If, within one year after the Date of Final Completion of the Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective, not in accordance with the Contract Documents, or not in accordance with the guarantees and warranties specified in the Contract Documents, the Contractor or its Surety shall correct it within five (5) working days or such other period as mutually agreed, after receipt of a written notice from the Owner to do so. The Owner shall give such notice with reasonable promptness after discovery of the condition.

- 12.11 If at any time latent deficiencies in the Work are discovered, the Contractor will be liable for replacement or correction of such Work and any damages which Owner has incurred related thereto, regardless of the time limit of any guarantee or warranty, up to the time limit of the applicable statute of repose.
- 12.12 If the Contractor fails to correct defective or nonconforming Work as required, or if the Contractor fails to remove defective or nonconforming Work from the site, as required, the Owner may elect to either correct such Work or remove and store materials and equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may upon ten (10) additional days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Architect's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.
- 12.13 The Contractor shall prepare and submit to the Owner for the Owner's review and approval an as-planned progress schedule for the Work. The Contractor shall furnish such manpower, materials, facilities and equipment and shall work such hours, including night shifts, overtime operations and Sundays and holidays, as may be necessary to ensure the performance of the Work within the Milestone and Completion dates specified. If it becomes apparent to the Owner or Architect that the Work will not be completed within required Milestone or Completion dates, the Contractor agrees to undertake some or all of the following actions, at no additional cost to the Owner, in order to ensure that the Contractor will comply with all Milestone and Completion date requirements:
- 12.13.1 increase manpower, materials, crafts, equipment and facilities to accelerate performance of the Work;
 - 12.13.2 increase the number of working hours per shift, shifts per working day, working days per week, or any combination of the foregoing; and
 - 12.13.3 reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

- 12.14 In undertaking the actions required under paragraph 12.13, Contractor shall prepare a Recovery Schedule and comply with the requirements thereof. If the schedule recovery actions taken by the contractor are not satisfactory, the Owner or Architect may direct the Contractor to take any and all actions necessary to ensure completion within the required Milestone and Completion dates (which shall be at Contractor's sole expense), without additional cost to the Owner. In such event, the Contractor shall continue to assume responsibility for his performance and for completion within the required dates.
- 12.15 The Contractor shall be responsible for taking all steps necessary to ascertain the nature and location of the Work and the general and local conditions which can affect the Work or the cost thereof. Failure by the Contractor to fully acquaint himself with conditions which may affect the Work, including, but not limited to conditions relating to access, transportation, handling, storage of materials, availability of labor, water, roads, weather, topographic and subsurface conditions, Separate Prime Contractor conditions and schedules, applicable provisions of law, and the character and availability of equipment and facilities needed prior to and during the execution of the Work, shall not relieve the Contractor of his responsibilities under the Contract Documents and shall not constitute a basis for an adjustment in the Contract Sum or the Contract Time under any circumstances. The Owner assumes no responsibility for any understanding or representation about conditions affecting the Work made by any of its officers, employees, representatives, or agents prior to the execution of the Contract, unless such understandings or representations are expressly stated in the Contract Documents.

ARTICLE 13 - INDEMNIFICATION

- 13.1 The parties agree that 1% of the total compensation paid to the CONTRACTOR for performance of this Agreement shall represent the specific consideration for the CONTRACTOR'S indemnification of the OWNER as is set forth in the General Conditions and Contract Document.
- 13.2 It is the specific intent of the parties hereto that the indemnification below complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.
- 13.3 CONTRACTOR shall indemnify and hold harmless the OWNER, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful

misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this construction contract. Regardless of the foregoing the indemnification herein shall be the greater of the CONTRACTORS insurance coverage for such claim or One million dollars, whichever is greater.

- 13.4 The Owner shall be liable 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 Work. Any subcontract entered into by the Contractor shall include the forgoing limitation, which shall be effective in the event the Owner ever succeeds to the Contractor's rights and obligations under a subcontract.

ARTICLE 14 – OWNER DIRECT PURCHASE PROGRAM

- 14.1 The Owner shall appoint the Contractor as the Owner's authorized representative with respect to any matter arising out of the purchase orders under this program. The Contractor will cooperate fully with the Owner with respect to the implementation of a tax exempt direct material/equipment purchase program involving the direct purchase of various construction materials, supplies and equipment that is currently part of this Contract. The Owner shall obtain, with the assistance of the Contractor, the proper authorization from the State of Florida in the form of a Technical Assistance Advisement (TAA).

The Owner Direct Purchase Program is attached hereto as **Exhibit "A,"** controls the Direct Purchase Program for the Project. The Direct Purchase Program will be operated in accordance with the following provisions:

- 14.1.(a) The Owner will issue its own purchase orders directly to the third party vendor or supplier of material and equipment purchased under the Direct Purchase Program. The purchase order will be accompanied by the Owner's Exemption Certificate which includes its name, address, and the exemption number with issuance and expiration date.
- 14.1.(b) All material and equipment purchased under the Direct Purchase Program is sold directly to the Owner and is directly to the Owner and is directly invoiced by the vendor or supplier.

- 14.1.(c) The Owner takes title and possession of all materials and equipment purchased under the Direct Purchase Program from the vendor or seller before they are incorporated into the Project.
- 14.1.(d) The Owner assumes all risk of loss on all material and equipment purchased under the Direct Purchase Program. The Contractor cannot be held liable for damage or loss to the material or equipment.
- 14.1.(e) The Owner is responsible for and pays the premiums on all insurance and/or bonding on materials or equipment purchased under the Direct Purchase Program. The Contractor does not share any economic benefits of proceeds from bond or insurance covering risk of damage or loss of the material or equipment.
- 14.1.(f) The Owner makes direct payment to the third party vendor or seller for all purchases from its own funds or accounts for all purchases under the Direct Purchase Program.
- 14.2 The Owner agrees to process its purchase orders so that the progress of construction is not jeopardized. Should the Owner fail to process the purchase orders within a time frame so as not to delay the construction, the Contractor shall, at its sole discretion, void the Owner purchase order and purchase the item direct thereby waiving any rights the Owner may have for a direct purchase tax savings. Should the items included in the purchase order represent any materials, supplies or equipment that is part of a subcontractor's scope of Work, any terms and conditions that the subcontractor deems to be warranted to protect their interest, shall also be included and/or substituted. Vendors and suppliers must be approved by the Owner prior to the processing of purchase orders.
- 14.3 The items being purchased shall be purchased from the vendors and suppliers selected by the Contractor and/or the subcontractor for prices negotiated by the Contractor and/or subcontractor.
- 14.4 The Contractor is responsible for establishing an accounting system that will adequately track and monitor the direct purchases made by the Owner. The determination of the adequacy of the accounting system shall be mutually agreed upon between the Contractor and the Owner. The system developed by the Contractor shall track and monitor that materials purchased (and shall adequately identify the same), costs, tax savings, and such other charts of accounts or information as may be reasonable requested by the Owner. The Contractor shall submit a monthly accounting report of this information with the Contractor's application for payment.

- 14.5 The Contractor shall provide all rough drafts of purchase orders to the Owner for processing in such time and sequence that the Work will not be impeded or delayed in any manner. Notwithstanding anything in this Article 10.3 to the contrary, the Contractor remains fully responsible under its Contract with the Owner, and the implementation of this direct purchase program shall not be used in any manner by the Contractor to justify any delay unless such delay is a direct result of the Owner's failure to comply with the terms of the Direct Owner Purchase Program through no fault of the Contractor. Should a delay be incurred that is not the result of the Owner's failure, as stated above, the Contractor shall be held accountable for such a delay. The Contractor, for \$10.00 and other valuable consideration, the adequacy of receipt of which is hereby acknowledged and deemed to be sufficient, does hereby release, waive and hold harmless the Owner from and against any claim for damages, acceleration damages, or any other matter, claim or damage that may arise from or be related to in any way the Owner's Direct Purchase Program to the extent stated herein.
- 14.6 The Contractor shall be responsible for all purchases in the same manner as if the Contractor had purchased the items, inclusive of managing the warranties for the Owner. The Contractor shall cooperate with the Owner and take all action necessary to assure that all warranties with respect to any materials or equipment which may be available from any vendor are passed-through to the Owner.
- 14.7 Modification of the Contract Sum will be made by one (1) change order (or additional change orders in the sole discretion of the Owner) prior to final payment unless the Contract period crosses the Owner's fiscal year, in which case, one (1) change order will occur for each fiscal year, one prior to the close of the first year, and the other during the second fiscal year.
- 14.8 The Contractor and its surety hereby agree that the performance bond penal amount shall be unaffected by any direct purchase deductive change order which is made pursuant to this program.
- 14.9 The Contractor agrees that its builder's risk insurance coverage amount shall be unaffected by any direct purchase deductive change order implemented pursuant to this program.
- 14.10 Payment shall be directly made by the Owner to the vendor for any Direct Purchases.
- 14.11 To the extent authorized under Florida law, Owner agrees to indemnify and hold harmless Contractor, its subcontractors and suppliers of and from any claims, liability, or responsibility to the State of Florida for any action the State may take against any of them for the payment of any sales or

use taxes as a result of Owner's direct purchase of such materials, supplies or equipment.

- 14.12 The Owner shall have the sole option to require the vendor to include a supply bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the Owner and Contractor. The cost of the supply bond shall be included in Contractor's GMP.
- 14.13 The Owner agrees to make payments by the 15th of the month providing the Contractor processes the invoices and delivers same to the Facilities Division by the 20th of the preceding month.
- 14.14 Owner shall not withhold retainage on any payments made to the vendor.

ARTICLE 15 – TERMS

- 15.1 Limitation of Liability. The Owner shall be liable 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 Work. Any subcontract entered into by the Contractor shall include the forgoing limitation, which shall be effective in the event the Owner ever succeeds to the Contractor's rights and obligations under a subcontract.
- 15.2 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", "herein", "hereunder", and similar terms in the Contract Documents refer to the Contract Documents as a whole and not to any particular provision thereof, unless stated otherwise.
- 15.3 Gender. Unless the context clearly indicates to the contrary, pronouns having a neuter, masculine or feminine gender shall be deemed to include the others.
- 15.4 Entire Agreement. This Agreement and the Construction 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 cancelled. This Agreement can be modified or amended only by a written document duly executed by the parties or their duly appointed representative.

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

15.6 Notices. All notices shall be in writing, 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) by delivering the same in person to such party, (i) personal delivery, or (ii) overnight courier, or (c) by facsimile transmission provided that a copy is sent on the same day, by 5 p.m., by either of the methods described in (a) or (b). 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:

If to Owner: Facilities Planning & Construction
The School District of Indian River County, Florida
Mr. Nicholas Westenberger
6055 62nd Avenue
Vero Beach, FL 32967
Telephone: 772-564-5016

Contractor: Crowther Roofing and Sheet Metal of Florida, Inc.
Mr. Bobby Koder III
15865 Assembly Loop
Jupiter, FL 33478
Telephone: 561-624-9400

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.

15.7 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.

- 15.8 Captions. The headings used for the various portions of this Agreement and the Construction Documents 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, any section of this Agreement, or any section of the Contract Documents.
- 15.9 Severability. In the event 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 will materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.
- 15.10 Cumulative Remedies. All rights, powers, remedies, benefits, and privileges are 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.
- 15.11 Approval. Whenever any review or approval is required by any party, such party agrees that such review or approval will be promptly and expeditiously prosecuted to conclusion.
- 15.12 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.
- 15.13 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 parties or any third party, or cause any party to be responsible in any way for the debts and obligations of the other party.
- 15.14 No Construction Against Drafter. Each of the parties have 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.

- 15.15 Third Party Beneficiary. This Agreement has been made and entered into for the sole protection and benefit of the Owner, and its respective successors, and no other person or entity shall have any right or action under this Agreement.
- 15.16 No Assignments. This Agreement is for the personal services of the Contractor, and may not be assigned by the Contractor in any fashion, whether by operation of law or by conveyance of any type, including without limitation, transfer of stock in the Contractor, without the prior written consent of the Owner, which consent the Owner may withhold in its sole discretion.
- 15.17 Force Majeure. With regard to the 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 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, 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 and diligently pursues such performance.
- 15.18 Governing Law and Venue. This Agreement shall be governed 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 proceeding 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. 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 a dispute arising out of this Agreement or the Contract Documents.
- 15.19 Waiver of Jury Trial. The parties expressly waive the right to a jury trial.
- 15.20 Dispute Resolution. Prior to initiating any litigation arising out of the Agreement, the parties to submit the dispute to non-binding 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 cost of the mediator shall be split between the parties.

- 15.21 Right to Enter 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 performances and 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 obligation under this Agreement. Upon written request, each party agrees to supply the other party with evidence of its full right and authority.
- 15.22 Conduct While on School Property. The Contractor acknowledges that its employees and agents 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 administrator or designee. It will be considered a breach of this Agreement for any agent or employee of the Contractor 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 School Board. The Contractor agrees to immediately remove any agent or employee if directed to do so by the building administrator or designee.
- 15.25 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 Contractor arising from this Agreement shall automatically transfer to such third party without the necessity of a written document or consent from the Contractor.
- 15.26 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 thirty-six (36) months from the date of being placed on the convicted vendor list."

By signing this Agreement, Contractor 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.
- (b) Have not, within a five-year period preceding the issuance of RFQ N/A 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 under public transaction; 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 RFQ N/A had one or more public transactions (federal, state or local) terminated for cause or default.

Contractor agrees to notify School Board within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, informations, or terminations as described in paragraphs (a) – (d) above, with respect to Contractor or its principals.

15.28 No Waiver of Sovereign Immunity. 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.

15.29 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, national or ethnic origin.

15.30 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, Contractor and its subcontractors shall comply with the following enactments, rules, regulations and orders:

Executive Order 11246 of September 24, 1965, entitled "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).

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).

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 \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation).

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 701 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

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).

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).

ARTICLE 16 - PROJECT SIGNAGE

CONTRACTOR shall furnish and erect 1 signs at the Project site as directed by the PROJECT MANAGER. CONTRACTOR may install signage at the site subject to approval by the PROJECT MANAGER.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement. One counterpart each has been delivered to OWNER, CONTRACTOR, and the ARCHITECT. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by the ARCHITECT on their behalf.

**OWNER: SCHOOL BOARD OF
INDIAN RIVER COUNTY**

**CONTRACTOR: CROWTHER
ROOFING AND SHEET METAL OF
FLORIDA, INC.**

By _____
School Board Chairman

By  _____
Kevin M. Callans, President

Attest: _____
Superintendent
(SEAL)

Attest:  _____
Daniel Mazon, Secretary
(CORPORATE SEAL)

Address for giving notices
6500 57th Street
Vero Beach, FL 32967

Address for giving notices
15865 Assembly Loop
Jupiter, FL 33478

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

License No. CCC039822

Agent for service of process:

School Dist. Attorney

(If CONTRACTOR is a
corporation, attach evidence of
authority to sign.)

Exhibit A

Owner Direct Material/Equipment Purchase Program

1. The Subcontractor has included Florida State Sales and other applicable taxes in his bid for material, supplies and equipment. The Owner, being exempt from sales tax, reserves the right to make direct purchases of various construction equipment, materials or supplies included in the Subcontractor's bid and/or contract, substantially in accordance with the form of Purchase Order attached herewith.

Any equipment, materials or supplies directly purchased by the Owner that are included in the Subcontractor's contract shall be referred to as Owner-Purchased Materials and the responsibilities of both Owner and Subcontractor relating to such Owner-Purchased Materials shall be governed by the terms and conditions of the procedures. The Owner will own and hold full title to all Owner-Purchased Materials.

2. Material suppliers shall be selected by the Subcontractor awarded the subcontract.

The Subcontractor has included the price for all construction materials in his bid. Owner Purchasing of construction materials, if selected, will be administered on a deductive Change Order basis.

3. Subcontractor shall provide Contractor a list of all intended suppliers, vendors, and material men for consideration as Owner-Purchased Materials. This list shall be submitted at the same time as the preliminary schedule of values. The Subcontractor shall submit a description of the materials to be supplied, estimated quantities and prices.
4. Upon request from Contractor, and in a timely manner, Subcontractor shall prepare a standard Purchase Order Requisition Form in a form acceptable to the Owner and the Contractor, to specifically identify the materials which Owner had, at its sole option, elected to purchase directly. The Purchase Order Requisition Form shall include:

A. The name, address, telephone number and contact person for the material supplier.

B. Manufacturer or brand, model or specification number of the item.

C. Quantity needed as estimated by the Subcontractor.

D. The price quoted by the supplier for the materials identified therein.

E. Any sales tax associated, with such quote.

F. Delivery dates as established by Subcontractor.

Subcontractor shall include reference to any terms and conditions which have been negotiated with the vendors; i.e., payment terms, warranties, retainage, etc.

Such Purchase Order Requisition Forms are to be submitted to Contractor's designated representative no less than fifteen (15) days prior to the need for ordering such Owner-Purchased Materials, in order to provide sufficient time for Owner review and approval and to assure that, such Directly Purchased Materials may be directly purchased by Owner and delivered to the Project site so as to avoid any delay to the Project.

5. After receipt of the Purchase Order Requisition Form, Owner shall prepare its Purchase Orders for equipment, materials or supplies which the Owner chooses to purchase directly. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Subcontractor, less any sales tax associated with such price. Promptly upon receipt of each Purchase Order, Subcontractor shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. Owners Purchasing Director or his designated representative shall be the approving authority for the Owner on Purchase Orders in conjunction with Owner-Purchased Materials. The Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the Owner-Purchased Materials on the delivery dates provided by the Subcontractor in the Purchase Order Requisition Form and shall indicate F.O.B. jobsite.
6. In conjunction with the execution of the Purchase Orders by the suppliers, the Subcontractor shall execute and deliver to the Owner, through the Contractor, one or more deductive Change Orders, referencing the full value of all Owner-Purchased Materials to be provided by each supplier from whom the Owner elected to purchase material directly, plus all sales tax savings associated with such materials in Subcontractor's bid to Contractor.

7. All shop drawings and submittals shall be made by the Subcontractor in accordance with the Project Specifications.
8. Subcontractor shall be fully responsible for all matters relating to the receipt of materials furnished by Owner in accordance with these Procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss, or damage to equipment and materials following acceptance of items by the Owner due to the negligence of the Subcontractor. The Subcontractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Subcontractor for the particular materials furnished. The Subcontractor agrees to indemnify and hold harmless the Owner from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of Subcontractor. Owner purchased materials shall be stored at the construction site.
9. As Owner-Purchased Materials are delivered to the jobsite, the Subcontractor and the Contractor, as County's Representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice of material delivered. The Subcontractor shall assure that each delivery of Owner-Purchased materials is accompanied by adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order, together with such additional information as the Owner or Contractor may require. The Contractor, as Owner's Representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The Subcontractor will then forward the invoice to the Owner through the Contractor for payment. The invoice shall be thereupon furnished to the Finance Department for processing and payment in the manner as all other Osceola School District invoices are processed. The Owner shall have the right to assign personnel to verify and audit the accuracy of all Director Purchase Documents.
10. The Subcontractor shall insure that Owner-Purchased Materials conform to the Specifications, and determine prior to incorporation into the work if such materials are patently defective, and whether such materials are identical to the material ordered and match the description on the bill of lading. If the Subcontractor discovers defective or non-conformities in the Owner-Purchased Material upon such visual inspection, the Subcontractor shall not utilize such non-conforming or defective materials in the work

and instead shall promptly notify the vendor of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Subcontractor shall notify the Owner, through the Contractor, of such occurrence. If the Subcontractor fails to perform such inspection and otherwise incorporated Owner-Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, Subcontractor shall be responsible for all damages to County resulting from Subcontractor's incorporation of such materials into the Project, including liquidated or delay damages. In the event that materials furnished are found to be defective or non-conforming, the Subcontractor shall promptly take action to remedy the defect or non-conformance so as not to delay the work.

11. The Subcontractor shall maintain records of all Owner-Purchased Materials it incorporates into the work from the stock of Owner-Purchased Materials in its possession. The Subcontractor shall account monthly to the Owner, through the Contractor, for any Owner-Purchased Materials delivered into the Subcontractor's possession, including portions of all such materials which have been incorporated into the work.
12. The Subcontractor, as the Owner's agent, shall be responsible for obtaining and managing all warranties and guarantees for all material and products as required by the Contract Documents. All repair, maintenance or damage-repair calls shall be forwarded to the Subcontractor for resolution with the appropriate supplier or vendor.
13. Notwithstanding the transfer of Owner-Purchased Materials by the Owner to the Subcontractor's possession, the Owner shall retain title to any and all Owner-Purchased Materials.
14. The transfer of possession of Owner-Purchased Materials from the Owner to the Subcontractor shall constitute a bailment for the mutual benefit of the Owner and the Subcontractor. The Owner shall be considered the bailor and the Subcontractor the bailee of the Owner-Purchased Materials. Owner-Purchased Materials shall be considered returned to the Owner for the purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project. All Owner-Purchased Materials shall be stored at the construction site.
15. The insurance purchased and maintained by the Contractor shall be sufficient to protect against any loss of or damage to Owner-Purchased Equipment, Materials or Supplies. Such insurance shall cover the full value of any Owner-Purchased Materials not yet incorporated into the Project from the time the Owner first takes title. The Owner shall be

named as an Additional Insured Party on such policies of insurance. The Owner will bear the costs of all Payment and Performance Bonds and Owner's Insurance including Builder's Risk Insurance as a reimbursable expense to the Contractor. The Owner as an additional named insured on the Contractor's Builder's Risk Insurance and, in the event of damage or destruction to the Owner-Purchased Materials, the Owner will receive all proceeds derived from all claims against insurers or others to pay for repair or reconstruction as a result of damage or destruction.

16. The Owner shall in no way be liable for interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from delay in the delivery of, or defects in, Owner-Purchased Materials when such delay is a result of the failure of the Subcontractor's performance.
17. On a monthly basis, Subcontractor shall be required to review invoices submitted by all suppliers of Owner-Purchased Materials delivered to the Project site during that month and either concur or object to the Owner's issuance of payment to the suppliers, based upon Subcontractor's records of material delivered to the site and any defects in such materials.
18. In order to arrange for the prompt payment to the supplier, the Subcontractor shall provide to the Owner, through the Contractor, a list indicating the acceptance of the goods or materials in accordance with the established monthly Payment Request Schedule. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the Owner. Upon receipt and verification of the appropriate documentation, the Owner shall prepare a check drawn to the supplier based upon the receipt of data provided. This check will be released, delivered, and remitted directly to the supplier. The Subcontractor agrees to assist the Owner to immediately obtain a partial or final release of lien waiver as appropriate.
19. The Owner's direct purchase of equipment, materials or supplies, as provided herein does not relieve the Contractor or any Subcontractor of any obligation required pursuant to the contract or subcontract pertaining to the performance of work, except as to the Owner's obligation to make direct payments to such vendors and may reduce the bonds to the extent permitted by Section 255.05, F.S.

BID FORM

To: School District of Indian River County
6055 62nd Ave,
Vero Beach, Florida 32967

Project: Fellsmere, Dodgertown, & Rosewood Magnet Schools
Roof Replacements
REI Project No. 16FTM-005

Date: 3/24/17

Contractor: CROWTHER ROOFING

Address: 15065 ASSEMBLY LOOP

Phone: (561) 624-9406

JUPITER, FL 33478

Fax: (561) 624-9109

Email: BOBBYK@CROWTHER.NET

Florida License No.: CCC039822 Classification: ROOFING Limitation: N/A

Bids are due by 4pm Friday, March 24th, 2017 and should be sent, via email, to Randy Moore with REI Engineers at rmoores@reiengineers.com, and copied to Rick Huff with the School District of Indian River County at Richard.Huff@indianriverschools.org.

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The bidder further declares that he has examined the site of the work and the contract documents relative thereto dated February 17, 2017 as prepared by REI Engineers, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed. The Bidder proposes and agrees if this proposal is accepted to contract with the Owner in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools apparatus, means of transportation and labor necessary to complete the construction of the project with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents, for the sum of:

BID ITEM 1: Fellsmere Elementary School Roof Sectors B1, C1, C2, & C3.

TWO HUNDRED SEVEN THOUSAND THREE

HUNDRED FIFTY DOLLARS

(\$ 207,350 .00)

(Words)

(Figures)

BID ITEM 2: Dodgertown Elementary School Roof Sectors A, B, C, D, E, F, I, & G. H

TWO HUNDRED FORTY-FOUR THOUSAND

ONE HUNDRED TWENTY-FIVE DOLLARS

(\$ 244,125 .00)

(Words)

(Figures)

BID ITEM 3: Rosewood Magnet School Roof Sectors A, B, C, D, & E.

ONE HUNDRED SIXTY-EIGHT THOUSAND

SEVEN HUNDRED SEVENTY DOLLARS

(\$ 168,770 .00)

(Words)

(Figures)

BID ITEM 4: Combination of Bid Items 1 through 3.

SIX HUNDRED TWENTY THOUSAND TWO
HUNDRED FORTY-FIVE DOLLARS

(Words)

(\$ 620,245.00)
(Figures)

ALTERNATES:

Add Alternate No. 1: Install gutter protection on new gutters installed at Dodgertown Elementary School.

Add/Deduct: Words: THREE THOUSAND EIGHT HUNDRED SEVENTY DOLLARS Figures \$ 3,870.00

MANUFACTURERS:

Base bid shall utilize modified bitumen roofing materials manufactured by FIRESTONE
(One manufacturer only)

Base bid shall utilize single ply membrane roofing materials manufactured by SARNAFIL
(One manufacturer only)

UNIT PRICES:

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the scope of the work all in accordance with the contract documents.

UP-1: Repair Steel Deck with Coating.....	\$ 2.00 /SF
UP-2: Repair Steel Deck with 18 GA Steel Plates	\$ 41.00 /SF
UP-3: Repair Steel Deck with 16 GA Steel Plates	\$ 57.00 /SF
UP-4: Repair Steel Deck with 1/8-inch Steel Plates.....	\$ 66.00 /SF
UP-5: Remove and Replace Damaged/Deteriorated Steel Deck.....	\$ 13.00 /SF
UP-6: Repair Damaged or Deteriorated Lightweight Concrete Fill.....	\$ 12.00 /CF
UP-5: Replace Damaged or Deteriorated Plywood Sheathing.....	\$ 11.00 /SF
UP-6: Replace Damaged or Deteriorated Wood Blocking.....	\$ 5.00 /BF
UP-7: Provide New Wood Blocking	\$ 3.00 /BF
UP-80: Provide Additional Manufacturer's Walk Pad Material	\$ 8.00 /LF
UP-91: Remove and Replace Bent/Damaged Metal Fascia Panels.....	\$ 350.00 /EA

SCHEDULE OF COMPLETION:

The undersigned hereby agrees to perform work on this project over the School District's Summer Break, in which on-site construction can commence May 30th, and the substantial completion deadline is August 9th.

ADDENDUM:

Addendum received and used in computing bid:

Addendum No. 1 N/A

Addendum No. 2

Addendum No. 3

Addendum No. 4

SUBCONTRACTORS:

If subcontractors are to be utilized, the General Contractor shall fill out the blanks on the list below. All subcontractors shall be listed. The general contractor shall identify work by the general, subcontractor or not applicable. Do not list suppliers. If more than one subcontractor per trade, list all. If no subcontractors are to be utilized, indicate by signing at the appropriate place at the bottom of this page.

Trade: N/A Company:

Trade: Company:

Trade: Company:

We do not plan to use subcontract forces: (Sign if applicable)

Roof Replacements
SDIRC

Respectfully submitted this 24th day of MARCH, 2017.

Company: CROWTHER ROOFING

Printed Name: BOBBY KOPER

Signature: [Signature]

Title: PROJECT SURVEYOR/ESTIMATOR

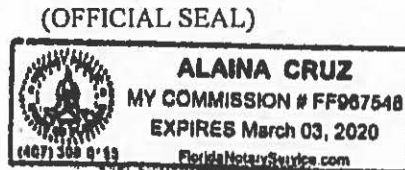
Florida State
Palm Beach County

I, Alaina Cruz, a Notary Public for Palm Beach County, Florida (State), do hereby certify that Bobby Koper personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 24th day of March, 2017.

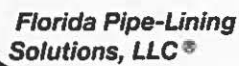
[Signature]
Notary Public

My commission expires March 3, 2020.



END OF SECTION 00 41 13

This Page Intentionally Left Blank



**210 Field End St
Sarasota, FL 34240
941-308-5325
941-308-5326**

Invoice

Page 1 of 1

Date	Number
3/27/2017	3268

Bill To Address:
School District of Indian River County Jeff Carver Attn: Accounts Payable 6500 57th Street Vero Beach, FL 32967

Work\Ship Address:
Jeff Carver Sebastian Middle School 9400 County Road 512 Sebastian, FL 32958

Customer Phone: 772 564-5045

Agreement #	PO #	Terms	Due Date	Sales Rep	WO #
	01702191	Due On Receipt	03/27/2017	David R Baker	1638
Item	Description	Quantity	Price	Amount	
Commercial Water Service	Overage amount for contract # 6884.16	1.00	\$8,539.63	\$8,539.63	

Terms of Sale

Unless superceded by specific terms as agreed upon in a signed contract, payment not received within thirty days of date billed will result in an additional charge of 1.5% per month and in addition the customer is responsible for costs of collection including reasonable attorneys fees incurred in the collection process.

Total	\$8,539.63
Payments	\$0.00
Balance Due	\$8,539.63



Sebastian River Middle School



Water Piping Restoration Proposal



210 Field End Street
Sarasota, Florida 34240
(941) 308-5325
(941) 308-5326 (FAX)



Scott R. Sanders
Director of Facilities
School District of Indian River County
6055 62nd Avenue
Vero Beach, FL 32967-7831

July 22, 2016

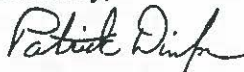
Att: Mr. Sanders

Reference: Sebastian River Domestic Water Piping Proposal

Florida Pipe-Lining Solutions is providing this proposal to the School District of Indian River County for the restoration of the domestic water piping at Sebastian River Middle School in Sebastian, Florida. Pricing will adhere to piggybacking of the Hillsborough County Schools bid for Epoxy Plumbing Services, Bid number 12003-MST of January 14th 2016. Cost for the project under this Master Contract is based on the connection count and footages per the plans supplied to us for your school. Final invoice will be based on the actual connections and footages found during project and may be lower or higher accordingly.

The FPS Team is looking forward to working with you on this project and serving the School District of Indian River County.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick Dunifon".

Patrick Dunifon
Marketing Director
Florida Pipe-Lining Solutions
210 Field End Street
Sarasota, Florida 34240
(941) 308-5325 Office
www.FixMyLeaks.com

210 Field End Street
Sarasota, Florida 34240
(941) 308-5325
(941) 308-5326 (FAX)



Scope of Work

Florida Pipe-Lining Solutions will conduct an ePIPE® restoration of the domestic water piping at Indian River Middle School as follows:

Description of Work- The Contractor shall drain the isolated portion of the piping system and the piping system shall be dried and cleaned. The lines being restored will be mechanically cleaned to remove any corrosion or accumulated tuberculation inside of piping. Once clean, contractor will mechanically apply an epoxy barrier coating material manufactured in compliance with applicable ANSI/AWWA C210-97 Standards, meeting requirements of ANSI/NSF Standard 61 and will be installed to manufacturer's instructions. After the ePIPE® barrier coating material has cured, a test shall be performed on the entire water piping system being serviced in accordance with strict ACE DURAFLO standards, and the entire water piping system being serviced shall ultimately be recharged and returned to service within the timelines specified in the work schedule.

All work will be completed in a workmanlike manner according to any applicable local codes and standard building practices. If, for any reason, Contractor is unable to restore an existing pipe(s), at their option, the Contractor may elect to revert to conventional re-piping methods of said pipe(s) at standard contract pricing.

2017 White Fleet Replacement Proposal								
VEH #	TYPE	YEAR	MAKE	MODEL	CONDITION	MILES	REPLACE WITH	COST
M-99	VAN	1998	CHEV	STEP	POOR	105,997	FORD T150 CARGO VAN	\$20,791.00
M-36	VAN	1999	FORD	STEP	POOR	146,790	FORD T150 CARGO VAN	\$20,791.00
M-83	VAN	2000	GMC	STEP	POOR	181,880	FORD T150 CARGO VAN	\$20,791.00
M-120	VAN	2005	FORD	E-250 CARGO	POOR	106,817	FORD T250 CARGO VAN	\$26,663.00
TOTAL								\$89,036.00

This Page Intentionally Left Blank

Information A - 5/9/2017

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
REVENUE STATUS SUMMARY
March 31, 2017

FND	- 200	DEBT SERVICE	ESTIMATED	CURRENT REVENUE	YTD	UNCOLLECTED	PERCENT
FUNC	DESCRIPTION	REVENUE	MARCH	2017	REVENUE	REVENUE	COLLECTED
=====	=====	=====	=====	=====	=====	=====	=====
3199	MISCELLANEOUS FEDERAL DIRECT	1,419,564.62		0.00	709,020.74	710,543.88	50
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		128.30	89,307.12	80,257.12-	987
3433	INCREASE (DEC) FMV INVESTMENTS	0.00		20,516.40-	8,799.16-	8,799.16	0
3610	TRANSFERS FROM GENERAL FUND	1,043,295.67		0.00	409,931.86	633,363.81	39
3630	TRANSFERS-CAPITAL PROJECTS FD	11,415,183.20		0.00	3,194,008.23	8,221,174.97	28
	*	14,445,205.99		20,388.10-	4,393,468.79	10,051,737.20	30

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
REVENUE STATUS SUMMARY
March 31, 2017

FND FUNC	- 300 DESCRIPTION	CAPITAL FUND ESTIMATED REVENUE	CURRENT REVENUE MARCH 2017	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	463,410.00	0.00	100
3397	CHARTER SCHOOL CAPITAL OUTLAY	651,755.00	51,030.00	651,755.00	0.00	100
3399	OTHER MISCELLANEOUS STATE REVE	20,000.00	0.00	32,063.88	12,063.88-	160
3413	DIST LOCAL CAPITAL IMPROVE TAX	23,646,248.20	534,672.96	21,957,485.99	1,688,762.21	93
3431	INTEREST ON INVESTMENTS	32,694.12	13,936.79	44,923.12	12,229.00-	137
3433	INCREASE (DEC) FMV INVESTMENTS	0.00	0.00	63.01	63.01-	0
3495	OTHER MISC LOCAL SOURCES	90,797.00	0.00	90,797.00	0.00	100
3496	Impact Fees	1,031,836.00	88,010.00	1,031,836.00	0.00	100
3497	REFUNDS-PRIOR YEAR EXPENDITURE	47,532.00	0.00	47,532.00	0.00	100
	*	26,097,243.02	687,649.75	24,319,866.00	1,777,377.02	93

Information A - 5/9/2017

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
REVENUE STATUS SUMMARY
March 31, 2017

FND FUNC	- 700 DESCRIPTION	INTERNAL SERVICE FUN ESTIMATED REVENUE	CURRENT REVENUE MARCH 2017	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3199	MISCELLANEOUS FEDERAL DIRECT	945,000.00	110,850.39-	320,497.54	624,502.46	34
3431	INTEREST ON INVESTMENTS	6,000.00	912.15	1,348.80	4,651.20	22
3483	PREMIUM REVENUE-VISION INS	133,060.00	12,626.64	104,676.50	28,383.50	79
3484	PREMIUM REVENUE-HEALTH INS	15,717,369.00	1,589,131.06	13,437,222.67	2,280,146.33	85
3485	PREMIUM REVENUE-DENTAL	1,324,091.00	110,652.55	938,434.57	385,656.43	71
3486	PREMIUM REVENUE-LIFE INSURANCE	499,179.00	46,110.57	440,611.98	58,567.02	88
3487	PREMIUM REVENUE-DISABILITY INS	264,750.00	41,918.05	301,478.20	36,728.20-	114
3488	CONTRIBUTIONS-FLEXIBLE SPENDIN	160,569.00	14,237.86	100,659.90	59,909.10	63
3610	TRANSFERS FROM GENERAL FUND	2,333,000.00	2,333,000.00	2,333,000.00	0.00	100
3742	REINSURANCE RECOVERY	0.00	388,982.62	501,700.59	501,700.59-	0
	*	21,383,018.00	4,426,721.11	18,479,630.75	2,903,387.25	86

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
REVENUE STATUS SUMMARY
March 31, 2017

FND	- 800	AGENCY	ESTIMATED	CURRENT REVENUE	YTD	UNCOLLECTED	PERCENT
FUNC	DESCRIPTION		REVENUE	MARCH 2017	REVENUE COLLECTED	REVENUE	COLLECTED
=====							
3431	INTEREST ON INVESTMENTS		0.00	55.66	927.84	927.84-	0
3433	INCREASE (DEC) FMV INVESTMENTS		0.00	0.00	1,625.63-	1,625.63	0
		*	0.00	55.66	697.79-	697.79	0

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
REVENUE STATUS SUMMARY
March 31, 2017

FND	- 900	ENTERPRISE FUNDS	ESTIMATED	CURRENT REVENUE	YTD	UNCOLLECTED	PERCENT
FUNC	DESCRIPTION		REVENUE	MARCH	REVENUE	REVENUE	COLLECTED
				2017	COLLECTED		
=====							
3431	INTEREST ON INVESTMENTS		900.00	488.65	1,545.48	645.48-	172
3473	SCHOOL AGE CHILD CARE FEES		805,839.00	69,786.00	645,032.60	160,806.40	80
	*		806,739.00	70,274.65	646,578.08	160,160.92	80

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
REVENUE STATUS SUMMARY
March 31, 2017

FND FUNC	- DESCRIPTION	ESTIMATED REVENUE	CURRENT REVENUE MARCH 2017	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
=====						
REQUEST 160	TOTAL	228,897,349.82	12,947,041.28	183,549,760.49	45,347,589.33	80

PROGRAM: FB410
 RUN DATE: 04/27/17
 FUND: 1 GENERAL OPERATING FUND - 100

* * * INDIAN RIVER COUNTY SCHOOL BOARD * * *
 SUMMARY REPORT
 MARCH 31, 2017

PAGE: 1

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		96262217.49	55656780.09	14420981.62	19414067.16	292.41	4332758.71	610912.96	1826424.54	.00
EXPENDITURE		62361961.73	35451466.98	9258585.90	13625254.31	113.50	2666826.50	90132.17	1269582.37	.00
ENCUMBRANCE		1165222.78	.00	.00	765800.19	.00	365155.12	34042.47	225.00	.00
BALANCE		32735032.98	20205313.11	5162395.72	5023012.66	178.91	1300777.09	486738.32	556617.17	.00
PUPIL PERSONNEL SER 6100										
APPROPRIATION		3824720.63	2970629.12	786012.63	20594.33	1424.32	30797.28	4030.68	11232.27	.00
EXPENDITURE		2699418.70	2100832.76	555707.50	10878.96	961.51	18738.70	1631.22	10668.05	.00
ENCUMBRANCE		11332.64	.00	.00	5054.65	.00	4510.51	1767.48	.00	.00
BALANCE		1113969.29	869796.36	230305.13	4660.72	462.81	7548.07	631.98	564.22	.00
INST MEDIA SERVICES 6200										
APPROPRIATION		1909560.73	1351655.93	391076.22	7141.05	.00	20329.67	98703.44	40654.42	.00
EXPENDITURE		1245909.50	896769.12	252062.92	4887.78	.00	10270.38	47605.04	34314.26	.00
ENCUMBRANCE		23809.75	.00	.00	1719.53	.00	6376.34	15713.88	.00	.00
BALANCE		639841.48	454886.81	139013.30	533.74	.00	3682.95	35384.52	6340.16	.00
INST & CURR DEV 6300										
APPROPRIATION		3615486.65	2830760.60	759469.24	9252.76	.00	9725.62	3436.47	2841.96	.00
EXPENDITURE		2509720.72	2004380.88	486629.12	5063.29	.00	8775.90	2324.00	2547.53	.00
ENCUMBRANCE		3963.55	.00	.00	2591.22	.00	407.32	965.01	.00	.00
BALANCE		1101802.38	826379.72	272840.12	1598.25	.00	542.40	147.46	294.43	.00
INST STAFF TRAINING 6400										
APPROPRIATION		1534319.86	818166.76	211609.58	424580.46	.00	9414.69	4804.13	65744.24	.00
EXPENDITURE		937891.73	547349.46	139470.33	221631.56	.00	3754.88	2465.00	23220.50	.00
ENCUMBRANCE		51652.36	.00	.00	51652.36	.00	.00	.00	.00	.00
BALANCE		544775.77	270817.30	72139.25	151296.54	.00	5659.81	2339.13	42523.74	.00
INSTR RELATED TECH 6500										
APPROPRIATION		9044566.84	645525.00	170654.49	752835.23	.00	52.98	7475499.14	.00	.00
EXPENDITURE		4179094.66	484143.66	128361.09	557257.83	.00	.00	3009332.08	.00	.00
ENCUMBRANCE		1546965.67	.00	.00	82020.45	.00	.00	1464945.22	.00	.00
BALANCE		3318506.51	161381.34	42293.40	113556.95	.00	52.98	3001221.84	.00	.00
BOARD OF EDUCATION 7100										
APPROPRIATION		1398897.03	262971.04	130780.28	976265.62	.00	11987.69	350.00	16542.40	.00
EXPENDITURE		927782.31	212708.19	112513.76	591293.53	.00	10976.88	289.95	.00	.00
ENCUMBRANCE		375488.75	.00	.00	375451.27	.00	.00	37.48	.00	.00
BALANCE		95625.97	50262.85	18266.52	9520.82	.00	1010.81	22.57	16542.40	.00

PROGRAM: FB410
 RUN DATE: 04/27/17
 FUND: 1 GENERAL OPERATING FUND - 100

* * * INDIAN RIVER COUNTY SCHOOL BOARD * * *
 SUMMARY REPORT
 MARCH 31, 2017

PAGE: 2

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		735930.70	291433.69	93567.36	72463.25	426.40	16934.81	95.57	261009.62	.00
EXPENDITURE		452336.94	218430.01	68634.50	16422.16	215.92	13093.78	95.57	135445.00	.00
ENCUMBRANCE		52639.42	.00	.00	52396.52	.00	27.90	.00	215.00	.00
-----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----
BALANCE		230954.34	73003.68	24932.86	3644.57	210.48	3813.13	.00	125349.62	.00
SCH ADMINISTRATION	7300									
APPROPRIATION		8690073.34	6588459.07	1780658.33	154711.57	750.00	62498.31	26369.31	76626.75	.00
EXPENDITURE		6323149.89	4855000.51	1279001.99	78056.60	306.24	37913.62	7252.78	65618.15	.00
ENCUMBRANCE		44127.43	.00	.00	34314.82	.00	8138.48	1056.13	618.00	.00
-----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----
BALANCE		2322796.02	1733458.56	501656.34	42340.15	443.76	16446.21	18060.40	10390.60	.00
FAC ACQ & CONST	7400									
APPROPRIATION		1004227.10	413160.42	101294.29	54569.64	3733.46	1977.57	429401.72	90.00	.00
EXPENDITURE		470363.15	311646.77	78876.17	47414.58	2927.25	233.38	29175.00	90.00	.00
ENCUMBRANCE		22935.84	.00	.00	1942.68	.00	539.19	20453.97	.00	.00
-----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----
BALANCE		510928.11	101513.65	22418.12	5212.38	806.21	1205.00	379772.75	.00	.00
FISCAL SERVICES	7500									
APPROPRIATION		1192744.24	848124.50	233825.64	56641.88	.00	4009.69	199.99	49942.54	.00
EXPENDITURE		892787.11	636642.91	176125.74	46460.03	.00	3769.04	199.99	29589.40	.00
ENCUMBRANCE		9196.74	.00	.00	6989.08	.00	.00	.00	2207.66	.00
-----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----
BALANCE		290760.39	211481.59	57699.90	3192.77	.00	240.65	.00	18145.48	.00
FOOD SERVICE	7600									
APPROPRIATION		24984.19	23208.66	1775.53	.00	.00	.00	.00	.00	.00
EXPENDITURE		24984.19	23208.66	1775.53	.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
CENTRAL SERVICES	7700									
APPROPRIATION		2286745.64	1388390.10	411793.34	361954.65	5457.21	111304.94	1546.40	6299.00	.00
EXPENDITURE		1586645.85	1072607.08	308339.56	197392.34	4670.19	1333.32	105.00	4865.00	.00
ENCUMBRANCE		108268.17	.00	.00	96528.31	86.66	11610.77	42.43	.00	.00
-----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----
BALANCE		591831.62	315783.02	103453.78	68034.00	700.36	101027.49	1398.97	1434.00	.00
TRANSPORTATION SER	7800									
APPROPRIATION		4872604.53	2701735.57	913709.59	416072.22	479818.99	202152.41	6987.84	152127.91	.00
EXPENDITURE		3295251.04	1854445.25	647227.96	205107.42	327818.92	116762.20	6945.84	136943.45	.00
ENCUMBRANCE		130114.14	.00	.00	24397.32	70869.72	34805.66	41.44	.00	.00
-----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----
BALANCE		1447239.35	847290.32	266481.63	186567.48	81130.35	50584.55	.56	15184.46	.00

PROGRAM: FB410
 RUN DATE: 04/27/17
 FUND: 1 GENERAL OPERATING FUND - 100

* * * INDIAN RIVER COUNTY SCHOOL BOARD * * *
 SUMMARY REPORT
 MARCH 31, 2017

PAGE: 3

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
OPERATION SERVICES 7900										
APPROPRIATION		12067867.42	3460216.33	1147188.01	3031453.30	4078536.06	342007.18	4021.22	4445.32	.00
EXPENDITURE		9098406.47	2555162.93	826876.99	2582306.92	2896961.71	235293.92	1804.00	.00	.00
ENCUMBRANCE		181880.55	.00	.00	137776.91	2794.87	41158.78	149.99	.00	.00
BALANCE		2787580.40	905053.40	320311.02	311369.47	1178779.48	65554.48	2067.23	4445.32	.00
MAINTENANCE SERVICE 8100										
APPROPRIATION		3450269.10	1926556.98	530793.32	761765.24	39313.39	171635.19	18780.98	1424.00	.00
EXPENDITURE		2641087.79	1433630.84	400502.49	650673.79	38843.06	104975.53	11038.08	1424.00	.00
ENCUMBRANCE		159828.78	.00	.00	98746.49	372.00	53971.02	6739.27	.00	.00
BALANCE		649352.53	492926.14	130290.83	12344.96	98.33	12688.64	1003.63	.00	.00
ADMIN TECH SERVICES 8200										
APPROPRIATION		4084715.56	2037444.87	511053.15	978135.33	2977.57	2145.35	552759.29	200.00	.00
EXPENDITURE		3010167.23	1488284.09	374835.01	617042.19	2316.94	1125.84	526363.16	200.00	.00
ENCUMBRANCE		54790.71	.00	.00	46236.69	.00	334.45	8219.57	.00	.00
BALANCE		1019757.62	549160.78	136218.14	314856.45	660.63	685.06	18176.56	.00	.00
COMMUNITY SERVICES 9100										
APPROPRIATION		735.41	683.15	52.26	.00	.00	.00	.00	.00	.00
EXPENDITURE		735.41	683.15	52.26	.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
*SUB TOTAL										
APPROPRIATION		156000666.46	84215901.88	22596294.88	27492503.69	4612729.81	5329732.09	9237899.14	2515604.97	.00
EXPENDITURE		102657694.42	56147393.25	15095578.82	19457143.29	3275135.24	3231177.23	3736758.88	1714507.71	.00
ENCUMBRANCE		3942217.28	.00	.00	1783618.49	74123.25	527035.54	1554174.34	3265.66	.00
BALANCE		49400754.76	28068508.63	7500716.06	6251741.91	1263471.32	1571519.32	3946965.92	797831.60	.00
DEBT SERVICES 9200										
APPROPRIATION		52832.22	.00	.00	29581.72	.00	.00	.00	23250.50	.00
EXPENDITURE		52832.22	.00	.00	29581.72	.00	.00	.00	23250.50	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
9700 - 9790										
APPROPRIATION		3374295.67	.00	.00	.00	.00	.00	.00	.00	3374295.67
EXPENDITURE		2742931.86	.00	.00	.00	.00	.00	.00	.00	2742931.86
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		631363.81	.00	.00	.00	.00	.00	.00	.00	631363.81

PROGRAM: FB410
 RUN DATE: 04/27/17
 FUND: 1 GENERAL OPERATING FUND - 100

* * * INDIAN RIVER COUNTY SCHOOL BOARD * * *
 SUMMARY REPORT
 MARCH 31, 2017

PAGE: 4

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
*SUB TOTAL										
APPROPRIATION		3427127.89	.00	.00	29581.72	.00	.00	.00	23250.50	3374295.67
EXPENDITURE		2795764.08	.00	.00	29581.72	.00	.00	.00	23250.50	2742931.86
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		631363.81	.00	.00	.00	.00	.00	.00	.00	631363.81
GRAND TOTAL FOR FUND										
APPROPRIATION		159427794.35	84215901.88	22596294.88	27522085.41	4612729.81	5329732.09	9237899.14	2538855.47	3374295.67
EXPENDITURE		105453458.50	56147393.25	15095578.82	19486725.01	3275135.24	3231177.23	3736758.88	1737758.21	2742931.86
ENCUMBRANCE		3942217.28	.00	.00	1783618.49	74123.25	527035.54	1554174.34	3265.66	.00
BALANCE		50032118.57	28068508.63	7500716.06	6251741.91	1263471.32	1571519.32	3946965.92	797831.60	631363.81

PROGRAM: FB410
 RUN DATE: 04/27/17
 FUND: 2 DEBT SERVICE - 200

* * * INDIAN RIVER COUNTY SCHOOL BOARD * * *
 SUMMARY REPORT
 MARCH 31, 2017

PAGE: 5

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		13669393.08	.00	.00	.00	.00	.00	.00	13669393.08	.00
EXPENDITURE		3411377.08	.00	.00	.00	.00	.00	.00	3411377.08	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		10258016.00	.00	.00	.00	.00	.00	.00	10258016.00	.00
*SUB TOTAL										
APPROPRIATION		13669393.08	.00	.00	.00	.00	.00	.00	13669393.08	.00
EXPENDITURE		3411377.08	.00	.00	.00	.00	.00	.00	3411377.08	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		10258016.00	.00	.00	.00	.00	.00	.00	10258016.00	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		13669393.08	.00	.00	.00	.00	.00	.00	13669393.08	.00
EXPENDITURE		3411377.08	.00	.00	.00	.00	.00	.00	3411377.08	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		10258016.00	.00	.00	.00	.00	.00	.00	10258016.00	.00

PROGRAM: FB410
 RUN DATE: 04/27/17
 FUND: 3 CAPITAL OUTLAY - 300

* * * INDIAN RIVER COUNTY SCHOOL BOARD * * *
 SUMMARY REPORT
 MARCH 31, 2017

PAGE: 6

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		37578346.74	.00	.00	.00	.00	.00	37578346.74	.00	.00
EXPENDITURE		15647865.76	.00	.00	.00	.00	.00	15647865.76	.00	.00
ENCUMBRANCE		9505351.63	.00	.00	.00	.00	.00	9505351.63	.00	.00
BALANCE		12425129.35	.00	.00	.00	.00	.00	12425129.35	.00	.00
*SUB TOTAL										
APPROPRIATION		37578346.74	.00	.00	.00	.00	.00	37578346.74	.00	.00
EXPENDITURE		15647865.76	.00	.00	.00	.00	.00	15647865.76	.00	.00
ENCUMBRANCE		9505351.63	.00	.00	.00	.00	.00	9505351.63	.00	.00
BALANCE		12425129.35	.00	.00	.00	.00	.00	12425129.35	.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		15566938.20	.00	.00	.00	.00	.00	.00	.00	5566938.20
EXPENDITURE		3659935.23	.00	.00	.00	.00	.00	.00	.00	3659935.23
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		11907002.97	.00	.00	.00	.00	.00	.00	.00	1907002.97
*SUB TOTAL										
APPROPRIATION		15566990.50	.00	.00	.00	.00	.00	.00	52.30	5566938.20
EXPENDITURE		3659935.23	.00	.00	.00	.00	.00	.00	.00	3659935.23
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		11907055.27	.00	.00	.00	.00	.00	.00	52.30	1907002.97
GRAND TOTAL FOR FUND										
APPROPRIATION		53145337.24	.00	.00	.00	.00	.00	37578346.74	52.30	5566938.20
EXPENDITURE		19307800.99	.00	.00	.00	.00	.00	15647865.76	.00	3659935.23
ENCUMBRANCE		9505351.63	.00	.00	.00	.00	.00	9505351.63	.00	.00
BALANCE		24332184.62	.00	.00	.00	.00	.00	12425129.35	52.30	1907002.97

PROGRAM: FB410
 RUN DATE: 04/27/17
 FUND: 4 SPECIAL REVENUE - 400

* * * INDIAN RIVER COUNTY SCHOOL BOARD * * *
 SUMMARY REPORT
 MARCH 31, 2017

PAGE: 7

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		4935107.68	3183616.41	1097494.90	179180.13	.00	268907.11	153680.34	52228.79	.00
EXPENDITURE		2328672.47	1588593.68	512681.49	70950.86	.00	93686.96	10000.00	52759.48	.00
ENCUMBRANCE		48524.12	.00	.00	13605.75	.00	34916.39	1.98	.00	.00
BALANCE		2557911.09	1595022.73	584813.41	94623.52	.00	140303.76	143678.36	530.69-	.00
PUPIL PERSONNEL SER 6100										
APPROPRIATION		1233978.25	919295.57	245688.12	31699.00	.00	37295.56	.00	.00	.00
EXPENDITURE		638965.14	490926.21	120726.66	8490.52	.00	18821.75	.00	.00	.00
ENCUMBRANCE		3449.68	.00	.00	1809.65	.00	1640.03	.00	.00	.00
BALANCE		591563.43	428369.36	124961.46	21398.83	.00	16833.78	.00	.00	.00
INST & CURR DEV 6300										
APPROPRIATION		2229938.62	1705664.73	452837.34	67792.90	.00	3643.65	.00	.00	.00
EXPENDITURE		1355557.93	1069305.27	269550.15	16485.72	.00	.00	.00	216.79	.00
ENCUMBRANCE		11343.36	.00	.00	11343.36	.00	.00	.00	.00	.00
BALANCE		863037.33	636359.46	183287.19	39963.82	.00	3643.65	.00	216.79-	.00
INST STAFF TRAINING 6400										
APPROPRIATION		1079813.59	540917.27	151584.50	283554.19	.00	14722.85	.00	89034.78	.00
EXPENDITURE		532437.00	299672.31	70686.08	106161.62	.00	9071.51	.00	46845.48	.00
ENCUMBRANCE		20222.91	.00	.00	20110.01	.00	112.90	.00	.00	.00
BALANCE		527153.68	241244.96	80898.42	157282.56	.00	5538.44	.00	42189.30	.00
GEN ADMINISTRATION 7200										
APPROPRIATION		527015.03	.00	.00	.00	.00	.00	.00	527015.03	.00
EXPENDITURE		321872.97	.00	.00	.00	.00	.00	.00	321872.97	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		205142.06	.00	.00	.00	.00	.00	.00	205142.06	.00
FOOD SERVICE 7600										
APPROPRIATION		8597753.05	2506492.18	1030078.89	244315.13	224650.00	3556188.59	801713.67	234314.59	.00
EXPENDITURE		5499473.51	1658447.31	558644.92	114311.52	189446.10	2464564.37	266722.16	247337.13	.00
ENCUMBRANCE		954805.76	.00	.00	62274.39	8630.66	780986.65	101014.06	1900.00	.00
BALANCE		2143473.78	848044.87	471433.97	67729.22	26573.24	310637.57	433977.45	14922.54-	.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: 04/27/17
 FUND: 4 SPECIAL REVENUE - 400

* * * INDIAN RIVER COUNTY SCHOOL BOARD * * *
 SUMMARY REPORT
 MARCH 31, 2017

PAGE: 8

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		122544.32	8750.00	1053.00	.00	.00	.00	.00	112741.32	.00
EXPENDITURE		34810.89	1409.49	204.30	.00	.00	.00	.00	33197.10	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		87733.43	7340.51	848.70	.00	.00	.00	.00	79544.22	.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	409999.06	75670.52	19926.24	.00	16222.14	.00	.00	.00
EXPENDITURE		211753.06	168497.95	31916.30	2906.25	.00	8432.56	.00	.00	.00
ENCUMBRANCE		8544.41	.00	.00	2693.75	.00	5850.66	.00	.00	.00
BALANCE		301520.49	241501.11	43754.22	14326.24	.00	1938.92	.00	.00	.00
*SUB TOTAL										
APPROPRIATION		19256577.50	9279038.22	3054713.27	830467.59	224650.00	3896979.90	955394.01	1015334.51	.00
EXPENDITURE		10923542.97	5276852.22	1564409.90	319306.49	189446.10	2594577.15	276722.16	702228.95	.00
ENCUMBRANCE		1046890.24	.00	.00	111836.91	8630.66	823506.63	101016.04	1900.00	.00
BALANCE		7286144.29	4002186.00	1490303.37	399324.19	26573.24	478896.12	577655.81	311205.56	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		19256577.50	9279038.22	3054713.27	830467.59	224650.00	3896979.90	955394.01	1015334.51	.00
EXPENDITURE		10923542.97	5276852.22	1564409.90	319306.49	189446.10	2594577.15	276722.16	702228.95	.00
ENCUMBRANCE		1046890.24	.00	.00	111836.91	8630.66	823506.63	101016.04	1900.00	.00
BALANCE		7286144.29	4002186.00	1490303.37	399324.19	26573.24	478896.12	577655.81	311205.56	.00

PROGRAM: FB410
 RUN DATE: 04/27/17
 FUND: 7 INTERNAL SERVICE FUND - 700

* * * INDIAN RIVER COUNTY SCHOOL BOARD * * *
 SUMMARY REPORT
 MARCH 31, 2017

PAGE: 9

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		43438.88	35207.36	8231.52	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		58804.43	46792.64	12011.79	.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		15487761.09	31115.10	2445756.48	1021156.54	2743.65	.00	.00	11986989.32	.00
ENCUMBRANCE		1268.86	.00	.00	1268.86	.00	.00	.00	.00	.00
BALANCE		7562496.59	31384.90	907500.21	269844.45	1256.35	6000.00	1500.00	6345010.68	.00
OPERATION SERVICES	7900									
APPROPRIATION		2630.15	.00	.00	.00	.00	.00	.00	2630.15	.00
EXPENDITURE		50.00	.00	.00	.00	.00	.00	.00	50.00	.00
ENCUMBRANCE		245.00	.00	.00	.00	.00	.00	.00	245.00	.00
BALANCE		2335.15	.00	.00	.00	.00	.00	.00	2335.15	.00
*SUB TOTAL										
APPROPRIATION		23158000.00	144500.00	3373500.00	1292269.85	4000.00	6000.00	3100.00	18334630.15	.00
EXPENDITURE		15531249.97	66322.46	2453988.00	1021156.54	2743.65	.00	.00	11987039.32	.00
ENCUMBRANCE		1513.86	.00	.00	1268.86	.00	.00	.00	245.00	.00
BALANCE		7625236.17	78177.54	919512.00	269844.45	1256.35	6000.00	3100.00	6347345.83	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		23158000.00	144500.00	3373500.00	1292269.85	4000.00	6000.00	3100.00	18334630.15	.00
EXPENDITURE		15531249.97	66322.46	2453988.00	1021156.54	2743.65	.00	.00	11987039.32	.00
ENCUMBRANCE		1513.86	.00	.00	1268.86	.00	.00	.00	245.00	.00
BALANCE		7625236.17	78177.54	919512.00	269844.45	1256.35	6000.00	3100.00	6347345.83	.00

PROGRAM: FB410
 RUN DATE: 04/27/17
 FUND: 8 AGENCY FUND - 800

* * * INDIAN RIVER COUNTY SCHOOL BOARD * * *
 SUMMARY REPORT
 MARCH 31, 2017

PAGE: 10

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		.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
*SUB TOTAL										
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
GRAND TOTAL FOR FUND										
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

PROGRAM: FB410
RUN DATE: 04/27/17
FUND: 9 ENTERPRISE FUNDS - 900

* * * INDIAN RIVER COUNTY SCHOOL BOARD * * *
SUMMARY REPORT
MARCH 31, 2017

PAGE: 11

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		735729.16	504975.20	98359.96	61519.00	.00	62305.00	8070.00	500.00	.00
EXPENDITURE		551262.84	411817.09	76469.82	23675.18	.00	38775.76	270.99	254.00	.00
ENCUMBRANCE		12101.20	.00	.00	1517.62	.00	10577.64	5.94	.00	.00
BALANCE		172365.12	93158.11	21890.14	36326.20	.00	12951.60	7793.07	246.00	.00
*SUB TOTAL										
APPROPRIATION		735729.16	504975.20	98359.96	61519.00	.00	62305.00	8070.00	500.00	.00
EXPENDITURE		551262.84	411817.09	76469.82	23675.18	.00	38775.76	270.99	254.00	.00
ENCUMBRANCE		12101.20	.00	.00	1517.62	.00	10577.64	5.94	.00	.00
BALANCE		172365.12	93158.11	21890.14	36326.20	.00	12951.60	7793.07	246.00	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		735729.16	504975.20	98359.96	61519.00	.00	62305.00	8070.00	500.00	.00
EXPENDITURE		551262.84	411817.09	76469.82	23675.18	.00	38775.76	270.99	254.00	.00
ENCUMBRANCE		12101.20	.00	.00	1517.62	.00	10577.64	5.94	.00	.00
BALANCE		172365.12	93158.11	21890.14	36326.20	.00	12951.60	7793.07	246.00	.00

* * * END OF IRBD410 REPORT * * *

FND	- 300	CAPITAL PROJECTS	PRD-00 BEGINNING	PRD-09 MARCH	2017		
TY PRJ		BUDGET	COMMITTED	ENCUMBERED	EXPENDED AVAILABLE		
B		TRANSFERS	15,566,990.50	0.00	0.00	3,659,935.23	11,907,055.27
B 001		SAFETY TO HEALTH	2,114,224.11	0.00	272,512.54	972,629.49	869,082.08
B 002		ADA COMPLIANCE	302,841.50	0.00	1,351.78	1,192.26	300,297.46
B 003		ENVIRONMENTAL COMPLIANCE	4,547.41	0.00	36.78	4,502.61	8.02
B 004		AIR CONDITIONING	2,314,179.38	7,642.00	137,097.06	317,106.43	1,852,333.89
B 005		ROOFING	1,002,061.60	0.00	85,563.26	116,912.94	799,585.40
B 007		WALKWAYS AND SIDEWALKS	440,129.70	0.00	50,632.14	56,034.86	333,462.70
B 008		ELECTRICAL	178,317.61	0.00	37,569.16	131,764.52	8,983.93
B 009		SITE IMPROVEMENTS	1,091,930.28	7,799.00	80,477.67	229,026.16	774,627.45
B 010		BUILDING RENOVATIONS	1,492,298.84	0.00	54,334.37	268,729.73	1,169,234.74
B 012		TECHNOLOGY	877,043.80	0.00	13,418.33	197,156.31	666,469.16
B 013		MOTOR VEHICLES	1,301,499.85	1,290.00	1,069,618.45	0.00	230,591.40
B 016		PLUMBING & WATER PROJECTS	555,290.80	0.00	137,551.70	396,204.66	21,534.44
B 018		PAVING	314,344.81	0.00	5,673.46	11,561.54	297,109.81
B 021		TECHNOLOGY TRANS.VIDEO/COMMUN.	106,150.37	0.00	0.00	20,809.00	85,341.37
B 023		MISC.PAINT/LOCKS/TOOLS/GYM-PE	182,321.53	0.00	21,517.78	146,486.60	14,317.15
B 024		MISC EQUIPMENT	316,043.40	2,612.12	51,651.41	75,797.79	185,982.08
B 030		CONCRETE CLASSROOM ADDITIONS	466,196.26	0.00	230,549.50	2,610.50	233,036.26
B 031		PROPERTY/CASUALTY PREMIUM	185,000.00	0.00	0.00	0.00	185,000.00
B 033		WINDOWS & DOORS	10,581.00	0.00	5,778.95	4,195.54	606.51
B 034		CUSTODIAL/GROUNDS EQUIPMENT	50,844.00	0.00	7,815.05	36,372.96	6,655.99
B 036		CONSULTING	52,143.86	0.00	6,000.00	7,300.00	38,843.86
B 044		GYM/BAND/PE	81,683.92	0.00	18,929.75	56,514.75	6,239.42
B 048		PORTABLE LEASING & FF&E	1,286,544.29	0.00	123,807.00	665,777.74	496,959.55
B 068		BEACHLAND EXPANSION	7,666,727.74	43,608.72	4,020,233.59	3,368,205.87	234,679.56
B 072		PLAYGROUNDS	655,380.54	0.00	15,912.79	244,563.52	394,904.23
B 402		NEW ADMINISTRATIVE FACILITY	102,725.13	0.00	50,347.54	24,413.83	27,963.76
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	734.00	63,220.39	18,623.07
B 421		DW CARPET TO TILE	448,732.59	0.00	0.00	173,265.47	275,467.12
B 429		CITRUS ADDITIONAL CLASSROOMS	1,105,861.72	17,685.00	50,329.19	777,434.31	260,413.22
B 431		DW CHILLER REPLACEMENT	305,400.16	0.00	41,265.00	94,236.00	169,899.16
B 442		PARKING LOT PROJECT	2,245.57	0.00	0.00	2,180.00	65.57
B 444		SCHOOL CAMPUS REHABILITATION	258,362.62	0.00	0.00	205,776.45	52,586.17
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	2,913,743.38	828,584.19	18,722.95
B 449		STUDENT CAPACITY/IMPACT FEES	432,931.80	0.00	0.00	0.00	432,931.80
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	6,145,729.34	1,877,433.23
		*	53,145,337.24	80,636.84	9,505,351.63	19,307,800.99	24,251,547.78

FND - 420 SPECIAL REVENUE - OTHER - 420

PRD-00 BEGINNING

PRD-09 MARCH 2017

TY	PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM	
B	101	Title I Part C Migrant 2016/17	12535.00	0.00	250.00	9642.42	2642.58	21.08
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	4705248.96	9944.85	49524.88	2123182.63	2522596.60	53.61
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	838919.11	0.00	2194.64	443168.46	393556.01	46.91
B	112	Title II FY16 Teacher Training	4423.51	0.00	0.00	1840.43	2583.08	58.39
B	135	title I-school improv. 16/17	115529.00	2070.00	15989.06	46511.60	50958.34	44.11
B	151	Title III Part A Eng Lang 2017	125986.76	0.00	0.00	78495.73	47491.03	37.70
B	177	21ST. CENTURY - PIE	311598.00	0.00	5308.24	72828.46	233461.30	74.92
B	179	21st Century Com Lg Cent 16/17	241380.00	337.50	3722.00	158765.66	78554.84	32.54
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	112214.71	0.00	0.00	71765.75	40448.96	36.05
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	8483.00	2118958.49	1606746.62	43.03
B	301	Adult Education FY 16/17	161885.00	0.00	460.00	122318.10	39106.90	24.16
B	309	Carl Perkins Secondary FY 17Ca	185675.00	570.00	3644.66	111216.08	70244.26	37.83
B	310	Carl Perkins Sec Voc Ed FY16	198.82	0.00	0.00	198.82	0.00	.00
	*		10576475.47	12922.35	89576.48	5385586.12	5088390.52	48.11

FND - 421 SPECIAL REVEVUE-OTHER FED DIR			PRD-00 BEGINNING			PRD-09	MARCH	2017
TY	PRJ		BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM
B	203	SEDNET ALLOCATION	20386.00	435.00-	2408.00	13915.00	4498.00	22.06
B	205	SEDNET E/BD CONTACTS MTG MINI	151.13	0.00	0.00	127.60	23.53	15.57
B	209	FDLRS-2016-2017	8366.29	0.00	0.00	7121.36	1244.93	14.88
B	213	TPCA GRANT	31480.00	0.00	0.00	4419.92	27060.08	85.96
B	315	CARL PERKINS POST SEC FY16/17	18966.00	0.00	0.00	11244.06	7721.94	40.71
		*	79349.42	435.00-	2408.00	36827.94	40548.48	51.10

FND - 422 SPECIAL REVENUE-OTHER REIMBURS			PRD-00 BEGINNING			PRD-09	MARCH	2017
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	115	PROJECT 10 CONNECT 16-17	1500.00	0.00	100.00	205.00	1195.00	79.67
B	117	ESSEI INSTITUTE MINI GRANT	815.00	0.00	0.00	765.84	49.16	6.03
		*	2999.56	0.00	100.00	1655.40	1244.16	41.48

TY PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM
REQUEST 163 TOTAL	10658824.45	12487.35	92084.48	5424069.46	5130183.16	48.13