

**District School Board of Indian River County, Florida  
6500 - 57<sup>th</sup> 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: February 27, 2018**

**Time: 6:00 p.m.**

**Room: Joe N. Idlette, Jr. Teacher Education Center (TEC)**

**Business Meeting Agenda**

- I. CALL MEETING TO ORDER
  
- II. PLEDGE OF ALLEGIANCE TO THE FLAG AND PRESENTATION OF COLORS by Vero Beach High School's Air Force Junior ROTC Detachment 043 under the Direction of Wade E. Dues, Chief Master Sergeant, (Retired), Aerospace USAF.
  
- III. ADOPTION OF ORDERS OF THE DAY
  
- IV. PRESENTATIONS
  - A. Musical Rendition by Vero Beach Elementary – Ms. Helen Newhouse**
  - B. Casual for a Cause- American Heart Association**
  - C. Short Video on School Initiatives**
  - D. Awards for the Micro-Credential – Ms. Liz Bahl, Learning Alliance**
  - E. Community Support of the 2018 STEP into Kindergarten Summer Program – Mrs. Karen Malits**
  - F. “Why Our Veterans Are America’s Hero’s” Essay Contest – Mr. Paul Diaz, Exalted Ruler and Mr. James McFadyen, Vero Beach Elks Lodge #1774**
  
- V. CITIZEN INPUT
  
- VI. CONSENT AGENDA
  - A. Approval of Minutes – Dr. Rendell**
    - 1. Approval of January 9, 2018 – Superintendent’s Workshop Minutes
    - 2. Approval of January 23, 2018 – Business Meeting Minutes
  - Superintendent recommends approval.

**B. Approval of Personnel Recommendations – Mr. Green**

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

**C. 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, property will be recycled and/or auctioned. Superintendent recommends approval.

**D. Approval of Donations – Mr. Morrison**

1. Wabasso School received a donation in the amount of \$1,000 from the Shaikh/Khawaja family. The funds will be utilized for the 1<sup>st</sup> Annual Wabasso Run/Walk/Roll 5k.

2. The Professional Development Department received a donation in the amount of \$1,500 from the Community Credit Union. The funds will be used for the monthly principal meeting luncheons.

3. Dodgertown Elementary School received a donation in the amount of \$1,000 from the First Presbyterian Church. The funds will be used for the families of the second grade who are victims of hardship and/or hurricane devastation.

4. Beachland Elementary School received an anonymous donation in the amount of \$1,395 to fund two Beachland Elementary School second grade class fieldtrips during the month of May 2018.

5. Sebastian River High School received a donation in the amount of \$1,000 from the Sebastian Clambake Foundation, Inc. The funds will be used by the Sebastian River High School Boys Lacrosse team.

6. Vero Beach High School received a donation in the amount of \$1,000 from the George E. Warren Corporation. The funds will be used for the Vero Beach High School Dance-A-Thon.

7. The School District of Indian River County received a donation valued in the amount of \$7,010 from the Indian River County Solid Waste Disposal District. The recycling equipment and materials will be used by the Indian River County School District's Recycling Program.

8. The Physical Plant Department received a donation of 61 trees valued at \$5,000 from the Sunrise Rotary Club of Vero Beach. The trees will be planted at the Vero Beach High School Freshman Learning Center to promote a healthy environment and improve the appearance of the campus.

9. Pelican Island Elementary received a donation in the amount of \$1200 from the Rotary Club of Sebastian. The funds will be used for the Backpack Buddies Program at Pelican Island Elementary School. Superintendent recommends approval.

- E. Approval of The Education Foundation of Indian River County Donations to support the 2018 STEP into Kindergarten Summer Program – Mrs. Dampier**  
The Education Foundation of Indian River County has been awarded a grant of \$156,655.00 from Indian River County (Children Services Advisory Committee) to support the 2018 SDIRC STEP into Kindergarten program. The Education Foundation of Indian River County will reimburse SDIRC for actual expenses related to this program up to the amount of \$156,655.00. In addition, The Education Foundation of Indian River County has been awarded a grant of \$35,000.00 from the United Way of Indian River County to support the 2018 SDIRC STEP into Kindergarten program. Collaborative efforts between the SDIRC Title I Department and Education Foundation will enable the 2018 STEP into Kindergarten summer program to serve up to 225 students who will be entering Kindergarten in August 2018. To date, donations from the Education Foundation of Indian River County to support this program total \$191,655.00. Superintendent recommends approval.
- F. Approval of Sebastian River High School Girls & Boys Rugby Field Trip – Mrs. Dampier**  
Coach, Mr. Alan Dobson, requests permission to travel to Charlotte, NC to attend the North Carolina Youth Rugby Festival March 2-4. Travel arrangements and funding for the expenses will be secured by the individual families and fundraising activities of the booster club. All travel costs are fully met by both teams. Travel days would be March 2 & 4 and students will be playing in three games on March 3 & 4. The group will travel by bus via district approved vendor, American Viking. A detailed itinerary is attached and lodging arrangements will be made once the team receives board approval. Insurance has been approved by Risk Management. Superintendent recommends approval.
- G. Approval of Extended Day Summer Program – Mrs. Dampier**  
The Extended Day Program is requesting approval of the Fee Schedule for the Extended Day Program Summer Camp. The Summer Camp will run from June 4, 2018 through August 3, 2018 at Vero Beach Elementary and Sebastian Elementary from 7:00 a.m. until 6:00 p.m. Summer Camp is designed to accommodate elementary students from kindergarten to outgoing fifth graders. The activities are an expanded version of what is implemented daily in our regular Extended Day Program. There is no cost to the district. Superintendent recommends approval.

## VII. ACTION AGENDA

**A. Public Hearing and Board Approval of Recommended Instructional Materials- Mrs. Dampier**

Recommended instructional Materials for Science have been available for public review for at least twenty (20) calendar days. As a part of the instructional materials adoption process, the School Board must receive public comment during Public Hearing and meeting in accordance with School Board Policy 0169.1, *Public Participation*. The Instructional Materials Adoption Committees are recommending adoption of the materials on the attached lists for the 2018-2019 school year. The Instructional Materials lists represent the committee's selected materials for the courses listed. These materials will assist teachers in providing standards-based instruction for district students. The cost of this adoption is approximately \$1.5 million dollars. As discussed in the Superintendents Workshop on February 9, 2018, here are the four options, Option 1 - \$1,537,895.41, Option 1A - \$1,625,807.06, Option 2 - \$1,650,179.91, and Option 2A - \$2,004,768.66. Now the School Board will receive public comment and act on the proposed Instructional Materials for Science K-12. Superintendent recommends approval.

**B. Approval of Innovation Florida Contract – Mrs. Dampier**

Indian River Schools will choose 24 students to participate in this Innovation Florida/ Wyncode Program. This program will take place June 4th through July 31st at the Mueller Center in Vero Beach Florida. Code Skools seeks to teach Generation Z the skills needed to be truly prepared for a 21st century workforce. In conjunction with the county public school systems, Code Skools immerses students into an intensive coding program where students learn the most in-demand computing languages. This program also provides the opportunity to become a junior full-stack web developer before finishing high school. Students will receive a certificate at the end of the course which outlines the languages in which they have demonstrated sufficient skill. The cost of this contract is \$39,950. Superintendent recommends approval.

**C. Approval of 2018 District Summer School Programs – Mrs. Dampier**

The 2018 District Summer School Program schedule highlights summer programs and include site information and funding sources for each program. Title I, state reading allocation budget, community partnership grants, the Early Learning Coalition and SDIRC general budget make up the funding sources. The estimated total for all summer programs is \$1,135,095.98 pending actual costs. The Superintendent recommends approval.

**D. Approval to Purchase Student PC's from CDW-G through the School District of Volusia County contract (CPT-750N) contract for district-wide refresh. - Mr. Green**

CDW-G will provide the District with student computers to be distributed throughout the district as part of our ongoing refresh cycle. This refresh will target desktop computers that are over 6 years old and are due for replacement. The cost will be \$249,500.00 and the quote is attached. This will be funded through the 0.5 voter approved millage. Superintendent recommends approval.

**E. Approval to Purchase Uninterruptible Power Supplies (UPS) from CDW-G through the School District of Volusia County contract (CPT-750N) for district-wide refresh. - Mr. Green**

CDW-G will provide the District with UPS's for replacement throughout the district as part of our ongoing refresh cycle. This refresh will replace failing UPS's at schools throughout the district. These UPS's are used in the networking/data closets to keep the network components running during power outages. The UPS's also protect the networking equipment from power surges and brownouts. The cost will be \$266,322.00 and the quote is attached. This will be funded through the 0.5 voter approved millage. Superintendent recommends approval.

**F. Approval to Award Request for Proposal (RFP) #15-0-2018/JC to Brightview Landscaping Services, Inc. for Lawn Maintenance Districtwide - Mr. Morrison**

The purpose and intent of this Request for Proposal (RFP) is to obtain cost effective lawn care services for the District while maximizing the quality and level of service. The District is seeking qualified lawn care companies or a single company to provide labor, materials, services, skills, supervision and necessary tools and equipment to maintain customer's landscape in an attractive, safe condition throughout the contract period. Qualified companies must have the capability to perform and complete the services in all aspects with this RFP solicitation. Pricing shall include all labor, supervision, equipment, machinery, tools, materials, transportation, and services necessary for grounds maintenance to all locations within the district. The annual financial impact to the District is \$576,000 for 36 cuts. The term of this RFP is from February 27, 2018 through February 26, 2019 and may, by mutual agreement between the Board and the awardee, be renewed for two additional one year periods. Award will be made not on the basis of price alone, but to the proposal whose submission contains the most advantageous combination of price, proven experience, equipment and personnel to effectively maintain sites/campuses, and recent projects/references. The Purchasing Department recommends award to Brightview Landscape Services, Inc. as the best responsive and responsible bidder. Please see attached backup. Superintendent recommends approval.

**G. Approval of Agreement for Contracted Services, Lawn Maintenance Districtwide RFP15-0-2018JC – Mr. Teske**

Approval is recommended for the Agreement for Contracted Services between the School District of Indian River County and Brightview for Districtwide mowing Services. This agreement shall commence on February 27, 2018 and will expire on February 27, 2019 and may, by mutual agreement between the School District and the awardee, be renewable for two additional one year periods. The total annual cost of this project is \$576,000.00. See attached backup. Superintendent recommends approval.

Cost Per Acre- \$32.00  
Cost Per Cut- \$16,000  
Total for 36 Cuts per Year- \$576,000.00  
Districtwide Acreage- 500 acres.

**H. Approval to Award Request for Proposal (RFP) #14-0-2018/JC to Advanced Roofing, Inc. as the Primary Vendor and Crowther Roofing and Sheet Metal of Florida and Hi-Tech Roofing & Sheet Metal, Inc. as Alternates for Roof Repair and Maintenance - Mr. Morrison**

The purpose and intent of this Request for Proposal is to secure firm prices and establish a term contract for roof repair and maintenance as specified. It is the District's intent to obtain professional services in which the vendor has the capability and the capacity to perform best practice commercial services as required on various types roof located within Indian River County. projects. To meet the time and task demands of this school district a primary and two alternate awards shall be made to the most responsive and responsible bidders meeting the specifications, terms and conditions of this RFP. Award will not be made on the basis of price alone but to the proposers whose submission contains the most advantageous combination of hourly rate, qualifications, experience of staff, litigation and references. The annual financial impact to the District as estimated by the Physical Plant Department is \$200,000. The term of this RFP is from February 27, 2018 through February 26, 2019 and may, by mutual agreement between the Board and the awardee, be renewed for two additional one year periods. The Purchasing Department recommends award to Advanced Roofing, Inc. as the primary vendor and Crowther Roofing and Sheet Metal of Florida and Hi-Tech Roofing & Sheet Metal, Inc. as alternates. Please see attached backup. Superintendent recommends approval.

**I. Approval of Agreement for Contracted Services Roof Repair and Maintenance Services per RFP 14-0-2018JC - Mr. Teske**

Approval is recommended for the Agreement for Contracted Services between the School District of Indian River County and the following vendors; **Advanced Roofing Inc. Primary Vendor, Crowther Roofing & Sheet Metal of Florida Inc. and Hi-Tech Roofing and Sheet Metal Inc. Alternate Vendors** for Roof Repair and Maintenance Services. This agreement shall commence on February 28, 2018 and will expire on February 27, 2019 and may, by mutual agreement between the School District and the awardee, be renewable for two additional one year periods. The annual financial impact to the District as estimated by the Physical Plant Department is \$200,000. See attached backup. Superintendent recommends approval.

**J. Approval to Award RFQ #03-0-2018/JC to Multiple Firms for Civil Engineering Services - Mr. Morrison**

The Facilities, Planning and Construction Department requested that a Request for Qualifications (RFQ) be promulgated for professional civil engineering services. The purpose of this Request for Qualifications (RFQ) is to award multiple firms to perform site, civil, surveying and other engineering consulting services district wide on an as-needed basis pursuant to School Board Policy 6330, The Florida Consultant's Competitive Negotiation Act (CCNA) F.S. 287-055, Florida Statutes Chapter 1013 and Florida Administrative Code Rule 6A-2.0010. The annual financial impact as estimated by our Facilities and Planning Department is \$275,000. The Facilities Department will assign projects to the awarded firms on a rotating or best fit selection. The contract period of this RFQ is February 27, 2018 through February 26, 2019 and may, by mutual agreement between the Board and the awardees be renewed for two additional one year periods. It is recommended that this RFQ be awarded to MBV Engineering, Inc., Masteller and Moler, Inc., Schulke, Bittle & Stoddard, LLC, Carter Associates, Inc. and CWT Engineering, LLC. All five firms are from Vero Beach. Please see attached backup. Superintendent recommends approval.

**K. Approval of The School District of Indian River County, Florida Agreement Form For A Continuing Services Contract for Civil Engineering Services (RFQ# 03-0-2018JC) – Mr. Teske**

Approval is recommended for Continuing Civil Engineering Services Agreements between the School Board of Indian River County and the following five (5) firms:

- Carter Associates, Inc.
- CWT Engineering, LLC.
- Masteller & Moler, Inc.
- MBV Engineering, Inc.
- Schulke, Bittle & Stoddard, LLC.

The Continuing Services firms for Professional Civil Engineering Services will perform site, civil, surveying and other engineering consulting services districtwide on an as-needed basis. Projects will be assigned on a rotational or best fit selection. Cost for each project will be negotiated, and will be in accordance with the billing rates referenced in "Exhibit B" of this Agreement. The contract period is February 27, 2018 through February 26, 2019 and may, by mutual agreement between the Board and the awardees, be renewable for two additional one year periods. Superintendent recommends approval.



**L. Approval to Renew Agreement for Security Officer Services with All Pro Security Services, LTD. - Mr. Morrison**

Pursuant to the terms and conditions of RFP #06-1-2017JC, the Purchasing Department is requesting approval to renew this Agreement for a period of one year and to issue purchase orders not to exceed \$124,806.45 for three (3) schools currently using this service. The Board reserves the right to add other sites as necessary. The new contract period is February 28, 2018 through February 27, 2019. All pricing, specifications, terms, and conditions will remain the same. Please see attached renewal agreement. Superintendent recommends approval.

**M. Approval to Renew Request for Proposal (RFP) #2016-12 RFP for Low Voltage with Multiple Contractors - Mr. Morrison**

Pursuant to the terms and conditions of RFP #2016-12, the Purchasing Department is requesting approval to renew this RFP for a period of one final year. This RFP is for professional services for voice, data, electronic safety, security, audio and video. The annual expenditure as estimated by Technology Services is \$200,000. The new contract period is February 28, 2018 through February 27, 2019. All pricing, specifications, terms, and conditions will remain the same. Please see attached renewal agreement. Superintendent recommends approval.

**N. Approval to Renew with Multiple Contractors RFQ #07-0-2017JC Pre-Qualify Multiple Contractors for Participation in Hard Bid Construction Projects Expected to Exceed \$300,000 - Mr. Morrison**

Pursuant to the terms and conditions of RFQ #07-0-2017JC, the Purchasing Department is requesting approval to renew this RFQ for one additional year. The purpose of this RFQ was to pre-qualify multiple contractors in accordance with the requirements of SREF who have appropriate licenses, bonding capacity, surety rating, insurance and experience to participate in the hard bid projects that exceed \$300,000. Renewal packages were sent to seventeen (17) contractors that the Board approved on February 14, 2017. Thirteen (13) contractors responded by the due date of February 1, 2018. The new contract period will be February 27, 2018 through February 27, 2019. Please see attached backup listing contractors being requested for renewal. Superintendent recommends approval.

**O. Renewal of Agreement with Nabors, Giblin & Nickerson P.A. for Bond Counsel Services– Mr. Morrison**

Pursuant to the Section 4 of the Agreement, the Agreement may be renewed for a period of two-years or more from its initial expiration date (March 11, 2018) by mutual agreement of the School Board and the Firm. The School Board and the Firm desire to extend the Agreement through and including March 10, 2021. Please see attached backup. Superintendent recommends approval.

**P. Approval of Florida Department of Education, Office of Educational Facilities, Florida Inventory of School Houses (FISH) Certification of Facilities Data – Mr. Teske**

Approval is recommended for the Florida Department of Education, Office of Educational Facilities, Florida Inventory of School Houses (FISH) Certification of Facilities Data for the School District of Indian River County. The School District is required, by the State Requirements for Educational Facilities (SREF) Section 6.1(5)(c), to review the Florida Inventory of School Houses (FISH) and to certify to the Office of Educational Facilities that the inventory is current and accurate prior to April 1<sup>st</sup> of each year. Superintendent recommends approval.

Added on 2/23/2018:

**Q. Approval to Terminate Probationary Instructional Employee - Mr. Bruce Green**

The Superintendent recommends termination of probationary instructional employee, Michelle Kessler. The grounds for termination are contained in the attached letter. Superintendent recommends approval.

VIII. SUPERINTENDENT’S REPORT

IX. DISCUSSION

No discussion items

X. SCHOOL BOARD MEMBER MATTERS

XI. INFORMATION AGENDA

No information items

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 Joe N. Idlette, Jr. 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](http://www.indianriverschools.org/iretv). The agenda can be accessed on Internet at <http://www.indianriverschools.org>.

**This page intentionally left blank.**

The District School Board of Indian River County met on January 9, 2018 at 1:00 p.m. The Superintendent's Workshop was held in the Joe N. Idlette, Jr. 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 Shawn R. Frost, Vice Chairman Charles G. Searcy, 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 Frost at 1:00 p.m.

II. PURPOSE OF THE WORKSHOP

Chairman Frost turned over the Workshop to Dr. Rendell. He started off welcoming everyone back to kick off the 2018 year. Dr. Rendell explained the Purpose of the Workshop and the Presentations that would be taking place.

III. PRESENTATIONS

1. Revisions to Superintendent's Contract

Dr. Rendell prefaced the discussion with reviewing what was previously discussed with regards to the suggested changes to his timeline. Dr. Rendell turned over the meeting to Mrs. D'Agresta. She reviewed what was emailed, which was a cover letter, 2<sup>nd</sup> Amendment redlined format with language changes, a clean copy, Dr. Rendell's 1<sup>st</sup> Amendment to his Employment Agreement, his original Employment Agreement, and the Superintendent's Timeline. Mrs. D'Agresta reviewed the changes which were discussed regarding dates and the possibility to postpone if data wasn't available.

The Board had a brief discussion on Dr. Rendell's current salary and if he had any increases to his salary. Dr. Rendell explained he received a supplement of \$2,000 based on a certification and no other increases were taken. Chairman Frost asked if the 2% increase was taken and Dr. Rendell said it was not taken. Mr. Searcy felt this needed to be addressed. There was brief discussion on this matter. Mrs. Justice asked Mrs. D'Agresta if the 2% increase should have been automatic since this is part of his agreement. Mrs. D'Agresta explained it should have been an automatic increase based on his agreement. The Board Members discussed the increase and if his salary was to change, they would renegotiate Dr. Rendell's Employment Agreement. Mrs. Justice shared sentiments she has received from other School Board Members from around the state about Dr. Rendell. Chairman Frost said he is hearing that the contract should be discussed possibly two months prior to its renewal. Mrs. D'Agresta did convey to the Board Members that the 2<sup>nd</sup> Amendment and new timeline would

need to be voted upon at the next Business Meeting, along with the new evaluation template.

2. Benefits Vendor Contracts

Dr. Rendell shared with the Board Members that Mr. Morrison was going to discuss how some of the future benefits information was going to be provided. Mr. Morrison stated that there is a contract they are working on to present to the Board at the 1/23/2018 Business Meeting. This is to replace Plan Source. Mr. Morrison explained how a small committee was formed and they are negotiating a contract with Explain My Benefits (EMB).

Mr. Searcy asked why are we looking to make this change. Dr. Rendell explained there were two major failures with this vendor. Mrs. Justice asked why Explain My Benefits was chosen. Mr. Morrison explained this was a very robust vendor. They had impeccable references and many features, accountability and reporting. There were four different platforms reviewed. The committee consisted of Mr. Morrison, Richard Kaufman, Amy Yeitter, and one additional member.

Mr. Morrison discussed another contract, Aetna Resources for Living. A handout was provided to the Board. This is an Employee Assistance Program Services Agreement. He also said how an Aetna representative would be speaking with the CWA Union and IRCEA along with coming to the upcoming Principal's meeting. Mr. Morrison answered the questions from the Board Members.

A five-minute break was taken from 1:38 to 1:43.

3. Technical Center Update

Dr. Rendell shared this exciting project with the Board Members. He wanted to provide an update on this project along with many presenters. Mrs. Dampier started off with introducing Dr. Michael Arnett. He provided building updates and the partnering with a couple of specific vendors. A PowerPoint presentation was also provided to the Board Members as the project was being reviewed. Mr. Teske provided a brief update with a ground breaking date of February. Mr. Teske turned it over to Mr. Nick Westenberger. Mr. Westenberger reviewed several floor plans from the PowerPoint presentation. Dr. Arnett brought forward one of the vendors for their presentation. Mr. Louis Kleinsmith from Lincoln Welding Technology and Ms. Christi Shields, TCCA Principal. Mr. Kleinsmith reviewed the PowerPoint slide, equipment and the benefits of partnering with them. He reviewed the history of Lincoln, installation, usage, education and support Lincoln Welding Technology will be providing for this project. He answered all questions from the Board Members. Ms. Shields also discussed the grants she has applied for. She checked on the grants in

December while in Tallahassee. The Board Members all had questions with regards to the grants. They have asked for additional information so they can reach out to the legislation as well. Mr. Kleinsmith finished up his presentation. Dr. Arnett then introduced the Lowes Team for the Construction Technology. Janet Fuentes and team came to do their presentation. Team member, Mr. Jeff Gaskill, came up to review the packet that was provided to everyone. He reviewed the design and floor plan along with the items that will be purchased from Lowes. Some of the purchasing benefits and discounts were also discussed. There was continued discussion in regards to the different types of construction and training that would be taking place.

Ms. Shields continued reviewing the PowerPoint Slides. These slides including many of the other programs the Technical Center provides along with the schedules, course hours, and Dual Enrollment. There was a group discussion on other opportunities between the Board Members and Ms. Shields. Mrs. Simchick brought up the question of the GPA requirement of 2.0. There was a group discussion on this as well. Along with the GPA in Automotive being a 3.0. Ms. Shields answered all other questions that were asked. Dr. Arnett shared a field trip to Central Florida Fairgrounds, which is sponsored by Florida Department of Transportation.

Dr. Rendell took this time to reflect on the first topic, his contract. He wanted to make sure that everyone understands that the 2% is not an overall increase of his salary, but a \$1200 pro-rated increase as covered in a previous Business Meeting.

#### IV. ADJOURNMENT – Chairman Frost

Meeting adjourned at approximately 3:30 p.m.

**This page intentionally left blank.**



The District School Board of Indian River County met on January 23, 2018, at 6:00 p.m. The Business meeting was held in the Joe N. Idlette, Jr. 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 Shawn R. Frost, Vice Chairman Charles G. Searcy, 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 Pastor Graham Bingham, from the First Presbyterian Church of Vero Beach, FL.

### Business Meeting Minutes

- I. Meeting was called to order by Chairman Frost at 6:00 p.m.
- II. PLEDGE OF ALLEGIANCE TO THE FLAG AND PRESENTATION OF COLORS BY ~~Vero Beach High School’s Air Force Junior ROTC Detachment 043 under the Direction of Wade E. Dues, Chief Master Sergeant (Retired), Aerospace USAF, Science Instructor.~~ Sebastian River High School’s Navy Junior ROTC provided the Pledge of Allegiance to the Flag and the Presentation of Colors, not Vero Beach High School’s ROTC.

### III. ADOPTION OF ORDERS OF THE DAY

Chairman Frost asked if the Board Members would like to move any of the items from Consent to Action. Chairman Frost called for a motion to Adopt the Orders of the Day. Mr. Searcy moved approval to Adopt the Orders of the Day. Mrs. Simchick seconded the motion and it carried unanimously, with a 5-0 vote.

### IV. PRESENTATIONS

Dr. Rendell prefaced the Presentations with a summary of what to expect.

#### A. Short Video on School Initiatives – Recycling Program Launch

This was a brief review of the Recycling Program Launch at a few of the schools. Many of the community representatives came out to support this event. There was a second video regarding the Teacher of the Year and Employee of the Year Gala at SRHS.

#### B. Musical Rendition by Encore Choral Performance – Mr. Larry Stanley

Dr. Rendell and Cristen McMillan introduced the Encore Choral Group from Sebastian River High School under the direction of Mr. Larry Stanley. They sang “A Thing Called Love” and “Sing, Sing, Sing”.

#### C. Casual for a Cause Check Presentation – Salvation Army

Cristen McMillan explained what Casual for a Cause is. Elaine McNeal from the Salvation Army accepted a check from the School District in the amount of \$3,854. A photo was taken.

**D. Florida School Board Attorneys Association’s C. Graham Carothers Award – Mr. Wes Bradshaw, President FSBA**

Dr. Rendell introduced Mr. Wes Bradshaw. Mr. Bradshaw, from Citrus County, introduced the other FSBA Members that were present. They were Ms. Barbara Myrick, Broward County; Ms. Mindy McNichols, Miami-Dade County; Mr. Dan Harrell, St. Lucie County; Ms. Barbara Sadaka, St. Lucie County; and Mr. Jonathan Ferguson, St. Lucie County. Mr. Bradshaw took a moment to explain the award prior to presenting it to Mrs. Suzanne D’Agresta, Indian River County School Board Attorney. Mrs. D’Agresta briefly spoke and thanked everyone. A group photo was taken.

**E. Winner of the Tuttle Holiday Card Contest – Mary-Therese Vanhollenbeck**

Cristen McMillan introduced Ms. Vanhollenbeck and Mr. Douglas Tuttle. Ms. Vanhollenbeck explained the Holiday Card Contest and the award presented. They announced the student that won. He is from Sebastian Elementary School. A group photo was taken.

**F. Check Presentation to Chris Kohlstedt of Pelican Island Elementary School from the United Way – Meredith Egan, Chief Operating Officer**

Dr. Lillian Torres-Martinez introduced Mr. Mike Wint, CEO of United Way. Dr. Torres-Martinez explained the check presentation to Mr. Kohlstedt for the community partnership program that had been worked on for two years. Mr. Wint explained the program to the audience and Board. He presented Mr. Kohlstedt (on behalf of Pelican Island Elementary) a check for \$20,000.

V. CITIZEN INPUT

None at this time.

VI. CONSENT AGENDA

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

**A. Approval of Minutes – Dr. Rendell**

1. Approval of November 21, 2017 – Business Meeting Minutes
  2. Approval of December 12, 2017 – Business Meeting Minutes
  3. Approval of December 12, 2017 – Superintendent’s Workshop Minutes
- Superintendent recommends approval.

**B. Approval of Personnel Recommendations – Mr. Green**

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

**C. Approval of Sebastian River Middle School Choir to travel Charleston/Charlotte, NC and Savannah, GA – Mrs. Dampier**

Sebastian River Middle School's Madrigal choir has been invited to participate in a clinic at the College of Charleston School of Music, Friday, April 27, 2018 through Sunday, April 29th. Approximately 36 students will travel to Charleston and participate in the clinic. Students will also participate in a Music Performance Assessment in Charlotte, NC, where they will be judged, scored and rated against other choirs at the secondary level. All expenses will be paid for through participation fees and fundraising dollars. Insurance for this field trip has been approved by Risk Management. Superintendent recommends approval.

**D. Approval of Student Progression Plan for 2017-2018 – Mrs. Dampier**

The State Board of Education requires each District to maintain a Student Progression Plan that outlines policies and procedures related to promotion and retention. The District Student Progression Plan helps to ensure that the required program of study, placement, promotion, reporting, retention, and assessment procedures are equitable and comprehensive; thereby, providing accountability for all students. The School District of Indian River County's Student Progression Plan has been revised to reflect legislative changes and has been edited for clarification. Superintendent recommends approval.

**E. Approval of Renewal of Skate Factory/Skate Solutions – Mrs. Dampier**

The Extended Day Program is requesting approval of the renewal of the Transportation Service Agreement between the School Board and Skate Factory of Vero. This agreement is effective March 1, 2018 through February 28, 2019, at no cost to the district. Superintendent recommends approval.

**F. Approval of Revisions to the State's Uniform Assessment Calendar - Mr. Green**

On September 19<sup>th</sup>, 2017, the School Board approved the Statewide Uniform Assessment Calendar. Due to the impacts of the 2017 hurricanes to Florida, the Department of Education has extended the testing windows for the Florida Standards Assessment (FSA) Grade 3 English Language Arts (ELA) Reading, Grades 4-10 ELA Reading, Grades 3-8 Mathematics, and all End of Course exams an additional week. The Department of Education also added two makeup opportunities for the FSA ELA Writing assessment. Attached is the amended Florida Department of Education's Uniform Assessment Calendar for the 2017-18 school year. Superintendent recommends approval.

**G. Approval of Donations – Mr. Morrison**

1. Fellsmere Elementary School received a donation from St. Augustine of Canterbury in the amount of \$2,100. The funds will be used for Christmas gifts for the students of Fellsmere Elementary.
2. Oslo Middle School received a donation in the amount of \$2,500.51 from the Vero Beach Art Club, Inc. The funds will benefit the Oslo Middle School Art's Program. A donation in the amount of \$1,000 was received from Lifestyle Home Builders, Inc. The donation will be used to make improvements to Oslo Middle School.
3. Indian River Academy received a donation in the amount of \$1,880 from Kathleen Corrick. The donation will be used for scholarships for the Indian River Academy fourth grade student trip to St. Augustine.
4. Storm Grove Middle School received a donation in the amount of \$4,650 from the Education Foundation of Indian River County. The funds will be used for seating for 21<sup>st</sup> Century Learning at Storm Grove Middle School.

Superintendent recommends approval.

**H. Approval of Out of Field Teachers Report – Mr. Green**

Attached is the Out-of-Field Teachers Report for the second semester of the 2017-2018 school year. This report includes teachers who are out-of-field for course and ESOL. Superintendent recommends approval.

**I. Approval of Budget Amendment – Mr. Morrison**

This request is for approval of the following budget amendment for fiscal year ending June 30, 2018:

Amendment #1 – Special Revenue

Superintendent recommends approval.

**J. 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, property will be recycled and/or auctioned. Superintendent recommends approval.

VII. ACTION AGENDA

Chairman Frost took a moment to recognize local dignitaries that came out to the meeting in honor of Action Agenda Item A. He introduced each of the following and asked them to stand and be recognized.

They were:

Alma Lee Loy – Facility Naming Committee Member

Carol Johnson – Facility Naming Committee Member & Former Board Member

Freddie Woolfork – Facility Naming Committee Member

Ruth Stanbridge – Facility Naming Committee Member

Gary Lindsey – Former Board Member

Gene Waddell – Former Board Member

Dr. Doug King – Former Interim Superintendent

Dr. A. Ronald Hudson – Concerned Citizens of Gifford, Florida

Teddy Floyd – Indian River County Sheriff's Deputy

Dr. Roger Dearing – Former Superintendent

Tony Brown - Facility Naming Committee and President, IRC NAACP

**A. Approval to Rename the Teacher Education Center (TEC) as the Joe N. Idlette, Jr. Teacher Education Center – Dr. Rendell**

The Concerned Citizens of Gifford, FL, are requesting approval to rename the Teacher Education Center, "The Joe N. Idlette, Jr. Teacher Education Center," in honor of Mr. Idlette's contributions as the first African-American to serve on the Indian River County School Board and for his positive influence in providing an equal quality education for all children in Indian River County. This includes his work in the community at Mt. Zion AME Church, The Progressive Civic League of Gifford, FL, Inc., the NAACP, and The Gifford Youth Achievement Center, among others. Pursuant to School Board Policy 7250 – Commemoration of School Facilities – all requirements in this process were followed, including a majority vote of a facility naming committee. This action requires a super majority vote by the School Board. Superintendent recommends approval.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell read the approval request. He also added that very few times do we ever have the opportunity to recognize someone in the community that had a great impact. Chairman Frost called for a motion. Mrs. Justice moved approval of renaming the Teacher Education Center as the Joe N. Idlette, Jr. Teacher Education Center. Mrs. Zorc seconded the motion. It carried, with a 4-1 vote, Mr. Searcy voting nay.

Mrs. Justice was very proud to take part in this and thanked Mr. Idlette for his service. Mrs. Zorc was thankful for the letter received from the Concerned Citizens of Gifford. Mrs. Simchick shared the same sentiments. Dr. Rendell announced there was a small reception in the lobby.

**B. Public Hearing for Adoption of New, Revised, and Repealed District School Board Policies – Dr. Rendell**

On December 12, 2017, the Board moved approval to set a Public Hearing date to adopt new, revised, and repealed District School Board Policies. The purpose of the revisions, new policies, and repealed policies is to comply with changes in State and Federal Legislative action during the 2016 Legislative Session, as well as current practice. The policy change process was followed in accordance with Florida Statutes, under Florida Administrative Procedures Act, Chapter 120 Rulemaking; and School Board Bylaw 0131. The proposed policies are attached. Superintendent recommends approval.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell read the notice. Chairman Frost went through the Public Hearing and noted there were no written responses nor was there anyone that wanted to speak. Chairman Frost reconvened the meeting and called for a motion. Mr. Searcy moved approval of the Adoption of New, Revised, and Repealed District School Board Policies. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote.

**C. Approval of Utility Easement Deed (#2017-EG-215) to the City of Vero Beach for Beachland Elementary School – Mr. Teske**

Approval is recommended for the attached assignment of a Utility Easement Deed (#2017-EG-215), located on the Beachland Elementary School property as described in Exhibit “A”, to be granted to The City of Vero Beach. This Easement is a non-exclusive easement in perpetuity for utility purposes as described Exhibit “B” (Description of Utility Easement and Sketch of Property Description), including without limitations, the right of ingress, egress and passage by Grantor and its employees, agents, customers, and invitees, over, across, and through the Easement, and right to install improvements for the Property (but not trees) within the Easement. This Easement grants the Grantee a general easement for ingress, egress, and regress over and across the driveways, parking, common and open areas of the Property for the purpose of access to and maintenance, repair, or replacement of any or all of the Grantee’s utility equipment, facilities or lines. Superintendent recommends approval.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell read the notice. Chairman Frost called for a motion. Mrs. Justice moved approval of the Utility Easement Deed to the City of Vero Beach for Beachland Elementary School. Mrs. Zorc seconded the motion and it carried unanimously, with a 5-0 vote.

**D. Approval of Utility Easement Deed (#2017-EG-0217) to the City of Vero Beach for the Vero Beach High School Citrus Bowl – Mr. Teske**

Approval is recommended for the attached assignment of a Utility Easement Deed (#2017-EG-0217), located on the Vero Beach High School Citrus Bowl property as described in the easement document, to be granted to The City of Vero Beach. This deed grants a non-exclusive easement in perpetuity for utility purposes as described Exhibit "A" (Property Description Utility Easement and Sketch of Property Description), including without limitations, the right of ingress, egress and passage by Grantor and its employees, agents, customers, and invitees, over, across, and through the Easement, and right to install improvements for the Property (but not trees) within the Easement. This Easement grants the Grantee a general easement for ingress, egress, and regress over and across the driveways, parking, common and open areas of the Property for the purpose of access to and maintenance, repair, or replacement of any or all of the Grantee's utility equipment, facilities or lines. Superintendent recommends approval.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell read the approval request. Chairman Frost called for a motion. Mrs. Justice moved approval of the Utility Easement Deed to the City of Vero Beach for the Vero Beach High School Citrus Bowl. Mrs. Zorc seconded the motion and it carried unanimously, with a 5-0 vote.

**E. Approval of 2017-2018 Title IV Part A Student Support and Academic Enrichment (SSAE) Grant - Mrs. Dampier**

The Every Student Succeeds Act (ESSA) reauthorized the Elementary and Secondary Education Act of 1965 (ESEA). The ESEA includes provisions that promote equitable access to educational opportunity, including holding all students to high academic standards. Newly authorized under subpart 1 of Title IV, Part A of the ESEA, the Student Support and Academic Enrichment (SSAE) program is intended to help meet the objective of ESSA by increasing the capacity of state educational agencies (SEAs), local educational agencies (LEAs), schools and local communities to provide students with access to a well-rounded education, improve safe and healthy school conditions for student learning, and improve the use of technology in order to improve the academic achievement and digital literacy of all students. (ESEA section 4101). Funds will be utilized to support the project objectives at Vero Beach High School and Sebastian River High School. The project period is through September 30, 2018. District allocation is \$113,094.51. Superintendent recommends approval.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell read the approval request. Chairman Frost called for a motion. Mrs. Justice moved approval of the 2017-2018 Title IV Part A Student Support and Academic Enrichment Grant. Mrs. Zorc seconded the motion and it carried unanimously, with a 5-0 vote. There was a brief discussion.

**Citizen Input:**

Mr. Gene Waddell, Chairman of IRCHS Board spoke regarding IRCHS Contract Renewal Application and Program Review.

**F. Approval of Indian River Charter High School Contract Renewal Application and Program Review – Mr. Green**

Indian River Charter High School's current charter contract with the School Board expires on June 30, 2018. As outlined in School Board Policy 9800, the District's Charter School Application Review Committee conducted a program review of Indian River Charter High School as required under F.S. 1002.33. After a review of the twenty-one indicators in the attached program review form, the committee recommended to the superintendent the approval of the charter school's renewal application. Superintendent recommends approval.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell read the approval request. Chairman Frost called for a motion. Mrs. Simchick moved approval of Indian River Charter High School Contract Renewal Application. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote. Each of the Board Members shared their pleasure of the Charter School in the community.



**G. Approval of Guaranteed Maximum Price for the Technical Education Center Project – Summit Construction of Vero Beach LLC (SDIRC #01-0-2018JC) – Mr. Teske**

Approval is recommended for the Guaranteed Maximum Price (GMP) for the Technical Education Center project in the amount of \$1,600,100.00. This price includes all construction and management costs with Summit Construction of Vero Beach LLC. This project will consist of the construction of a new +/- 4,000 square foot single-story Vocational Classroom/Lab Building consisting of a Welding Lab, Building Construction Lab and Common Classroom Area, as well as Renovations to existing classrooms, for the conversion of the existing Gifford Alternative School Campus to a Technical Center for Career & Adult Education Facility. The GMP does not include architect, engineering, and testing fees at an estimated cost of \$217,000.00, for a total project cost of \$1,817,100.00. Superintendent recommends approval.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell read the request for approval. Chairman Frost called for a motion. Mrs. Justice moved approval of the Guaranteed Maximum Price for the Technical Education Center Project with Summit Construction of Vero Beach, LLC. Mrs. Simchick seconded the motion and it carried unanimously, with a 5-0 vote. Each of the Board Members expressed their excitement about this project and what it will do for the community. Chairman Frost reviewed the funding.

**H. Approval of Agreement Form for Construction Contracted Services with SiteSecure, LLC., A Miller Electric Company for Wabasso School Card Access System – Mr. Teske**

Approval is recommended for the Agreement Form of Construction Contracted Services between the School Board of Indian River County and SiteSecure, LLC., A Miller Electric Company, to furnish and install a new open options card access systems to secure 34 existing doors at Wabasso School as outlined in the proposal and as per the terms and conditions of the Seminole County RFP-0036-15/RTB. The cost of construction of this project is not to exceed \$170,546.67, which includes the proposal amount of \$155,546.67 and an owner added contingency in the amount of \$15,000, for an overall total estimated project cost of \$170,546.67. Superintendent recommends approval.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell read the request for approval. Dr. Rendell asked Mr. Teske to comment on this. Mr. Teske did state that this is for the safety of the students and staff. Chairman Frost called for a motion. Mrs. Justice moved approval of the Agreement Form for Construction Contracted Services with SiteSecure, LLC. Mrs. Zorc seconded the motion and it carried unanimously, with a 5-0 vote. Mrs. Pierandozzi and Mr. Westenberger shared the importance of this and what it will do to improve on the safety of the school. It was made clear that training would be done with the staff.

**I. Approval of Release of Final Payment to Pinnacle Construction of the Treasure Coast, LLC for the Gifford Middle PE Field Drainage Improvements and Repave Car/Bus Loop Project (SDIRC #11-0-2017JC) – Mr. Teske**

Approval is recommended for release of Final Payment in the amount of \$38,976.31 to Pinnacle Construction of the Treasure Coast, LLC for the Gifford Middle PE Field Drainage Improvements and Repave Car/Bus Loop Project (SDIRC #11-0-2017JC). On April 25, 2017, the Board approved the Owner Contractor Construction Agreement (Lump Sum) for the Gifford Middle PE Field Drainage Improvements and Repave Car/Bus Loop Project in the amount of \$428,733.00 (\$372,811.00 Contractors Bid Price/\$55,922.00 Owner Added Contingency); with the final construction cost for this project totaling \$389,763.10. The unused portion of the contract in the amount of \$38,969.90 is the remaining balance of the owner added contingency. The contract amount does not include Engineering and Testing fees totaling \$24,687.00, for an overall total project cost of \$414,450.10. Final payment for this project is being brought to the Board for approval in accordance with Florida Statute 1013.50. The final payment to the contractor consists of the project retainage, which is held until project completion. Superintendent recommends approval.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell read the request for approval. Chairman called for a motion. Mrs. Simchick moved approval to the Release of Final Payment to Pinnacle Construction of the Treasure Coast, LLC. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote.

**J. Approval of Release of Final Payment to Kerns Construction & Property Management, Inc. for the Osceola Magnet Single Point of Entry Project (SDIRC #09-0-2017JC) – Mr. Teske**

Approval is recommended for release of Final Payment in the amount of \$18,545.00 to Kerns Construction & Property Management, Inc. for the Osceola Magnet Single Point of Entry Project (SDIRC #09-0-2017JC). On April 11, 2017, the Board approved the Owner Contractor Construction Agreement (Lump Sum) for the Osceola Magnet Single Point of Entry Project in the amount of \$146,560.00 (\$126,560.00 Contractors Bid Price/\$20,000.00 Owner Added Contingency); with the final construction cost for this project totaling \$138,916.40. The unused portion of the contract in the amount of \$7,643.60 is the remaining balance of the owner added contingency. The contract amount does not include Architectural fees totaling \$19,950.00, for an overall total project cost of \$158,866.40. Final payment for this project is being brought to the Board for approval in accordance with Florida Statute 1013.50. The final payment to the contractor consists of the project retainage, which is held until project completion. Superintendent recommends approval.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell read the request for approval. Chairman called for a motion. Mrs. Justice moved approval of the Release of Final Payment to Kerns Construction & Property Management, Inc. Mrs. Simchick seconded the motion and it carried unanimously, with a 5-0 vote.

**K. Approval of Release of Final Payment to Paul Jacquin & Sons, Inc. for the Sebastian High School Band Room Renovations and Exterior Gate Replacement Project (SDIRC #12-0-2017JC) – Mr. Teske**

Approval is recommended for release of Final Payment in the amount of \$56,779.60 to Paul Jacquin & Sons, Inc. for the Sebastian High School Band Room Renovations and Exterior Gate Replacement Project (SDIRC #12-0-2017JC). On April 25, 2017, the Board approved the Owner Contractor Construction Agreement (Lump Sum) for the Sebastian High School Band Room Renovations and Exterior Gate Replacement Project in the amount of \$573,465.00 (\$498,665.00 Contractors Bid Price/\$74,800.00 Owner Added Contingency); with the final construction cost for this project totaling \$567,795.76. The unused portion of the contract in the amount of \$5,669.24 is the remaining balance of the owner added contingency. The contract amount does not include Architectural, Engineering or Testing fees totaling \$44,116.00, for an overall total project cost of \$611,911.76. Final payment for this project is being brought to the Board for approval in accordance with Florida Statute 1013.50. The final payment to the contractor consists of the project retainage, which is held until project completion. Superintendent recommends approval.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell read the request for approval. Chairman called for a motion. Mrs. Simchick moved approval of the Release of Final Payment to Paul Jacquin & Sons, Inc. Mrs. Zorc seconded the motion and it carried unanimously, with a 5-0 vote.

**L. Approval to pay invoices for EE&G and Mr. Restore for Mold Remediation work at Osceola Magnet School – Mr. Teske**

This item is to request Board approval to pay EE&G Invoice# 70985-2017-6134 dated October 12, 2017 for \$59,455.43 and Mr. Restore Invoice # dated September 18, 2017 for \$93,696.71. These invoices are for mold remediation work performed at the beginning of the 2017/18 School Year at Osceola Magnet School. Subsequent to the event and the relocation of students to their classrooms the District filed a Property Casualty Claim with Crawford & Company, the excess carriers on the District's Property Casualty program. As a result of Hurricanes Harvey and Irma, delays occurred in the claim being processed for payment. Unfortunately, the District received notice from the carrier on January 9, 2018, that our claim was denied due to an exclusion in the District's insurance policy. These invoices are currently past due as a result of his delayed decision by the carrier. The total financial impact of this request is \$126,552.15 due to the District receiving reimbursement of \$26,599.99 from Hartford Steam Boiler for the broken equipment part. An email from Crawford & Company and invoices are included in the backup.  
Superintendent Recommends Approval

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell read the request for approval. He also took a moment to remind the Board Members of the situation. Dr. Rendell also asked Mr. Morrison if he had anything to add. Mr. Morrison explained the situation. Chairman Frost called for a motion. Mrs. Justice moved approval to pay invoices for EE&G and Mr. Restore for the Mold Remediation Work. Mrs. Zorc seconded the motion and it carried unanimously, with a 5-0 vote. The Board Members were all disappointed this wasn't covered under the current insurance plan. Mr. Searcy expressed concern and disappointment of the delay in payment to the vendors. Mrs. Simchick agreed with Mr. Searcy's concern and asked for a Board Policy. Dr. Rendell assured the Board this was not a standard practice of the School District and the invoices are paid on time. Chairman Frost shared his concern of not paying these invoices on time and wants to see if there is a policy in place or if we need to put one in place. Mrs. Justice asked Mrs. D'Agresta to look into this in the case of a dispute. Mr. Morrison explained this was an isolated situation. Mr. Searcy also asked about the Florida Statute. Mr. Morrison said it is a statute and this was an isolated incident.

**M. Approval to Accept Internal Accounts Audit Report for Fiscal Year that Ended June 30, 2017 – Mr. Morrison**

The annual Internal Accounts Audit for the fiscal year that ended June 30, 2017, has been completed by Berger, Toombs, Elam, Gaines and Frank. Incorporated within the Internal Account Audit Report are the Independent Auditor’s Report on Internal Control Over Financial Reporting and on Compliance and Other Matters as completed. Superintendent recommends approval.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell read the request for approval. Chairman Frost called for a motion. Mrs. Simchick moved approval to Accept Internal Accounts Audit Report for Fiscal Year that Ended June 30, 2017. Mr. Searcy seconded the motion and it carried unanimously, with a 5-0 vote. Mr. Searcy brought up the issue of Casual for a Cause funds. Dr. Rendell said that once it was brought to his attention, that stopped right away. Mr. Searcy also commented about the “again and again” comments throughout the report. Mr. Morrison explained the date overlap and cycle between the report, review, corrections, and training. The Board Members were all appreciative of the audit process and they want to make sure there is accountability along with training for everyone.

**N. Approval of the Services Agreement between the School Board of Indian River County and Explain My Benefits (EMB) for the provision of an online employee benefits enrollment and administration system. - Mr. Morrison**

Approval is requested for the agreement between the School Board of Indian River County and Explain My Benefits (EMB) for the provision of an online employee benefits enrollment and administration system. On March 2, 2016, the District executed a two-year contract for a Platform License and Services Agreement with PlanSource Benefits Administration, Inc. Subsequently, the execution of this contract several performance issues resulted in the District seeking an alternative vendor to replace the current platform. A committee comprising of District staff as well as representatives from AON Hewitt, Inc met and reviewed other platforms. The estimated cost of the agreement is approximately \$92,450 annually and will be paid from the commissions generated from the District’s Benefits products to AON Hewitt. The effective date of the contract is March 2, 2018. Superintendent recommends approval.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell read the request for approval. Chairman Frost called for a motion. Mrs. Justice moved approval of the Services Agreement between the SDIRC and Explain My Benefits. Mrs. Simchick seconded the motion and it carried unanimously, with a 5-0 vote.

**O. Approval to correct the Purchase Order authority for SCERMP on the 2017/18 approved Recurring Vendor List. - Mr. Morrison**

The School Board at its regularly scheduled Business Meeting on August 8, 2017, Action Item E, approved the Superintendent's request for purchase order authority for various recurring vendors. Included in approved list of vendors was approximately \$2,401,100 for Property Casualty and Workers Compensation premium payment to the District's consortium SCERMP. During the Budget Priorities and Recommendations Workshop on May 23<sup>rd</sup> 2017, staff had reported an increase of \$175,069 in the 2017/18 Property Casualty premium which was included and approved in the 2017/18 Beginning Budget on September 7, 2017. However, due an oversight the Recurring Vendor List that was approved by the School Board on August 8, 2017 did not include the increase and this item is to correct the document to reflect the amount of \$2,576,169 approved in the Budget. Superintendent recommends approval.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell read the request for approval. Chairman Frost called for a motion. Mr. Searcy moved approval to correct the Purchase Order Authority for SCREMP on the 2017/18 Approved Recurring Vendor List. Mrs. Justice seconded the motion. It carried with a 3-2 vote, with Chairman Frost and Mrs. Zorc voting nay. Mr. Searcy asked what caused this increase. Mr. Morrison said it was due to market conditions. Mr. Searcy also asked about the Risk Management position and Workers Comp Mod Rate. Mr. Morrison shared that the Board did approve the hiring of the Risk Management individual to start on February 24<sup>th</sup>, and she will hit the ground running.

**P. Approval of Superintendent's New Evaluation Template for 2018 – Chairman Frost**

Approval is requested for the proposed Superintendent's Evaluation Template, as discussed at the December 12, 2017 Workshop. Superintendent recommends approval.

Chairman Frost read the request for approval. Dr. Rendell did approve. Chairman Frost called for a motion. Mrs. Justice moved approval of the Superintendent's New Evaluation Template for 2018. Mr. Searcy seconded the motion and it carried unanimously, with a 5-0 vote. Mrs. Justice was pleased to see this on this agenda and to see the changes being made. Chairman Frost said this is a vast improvement.

**Q. Approval of Superintendent's New Evaluation Timeline for 2018 – Chairman Frost**

Approval is requested for the Superintendent's Evaluation Timeline, which was reviewed at the December 12, 2017, and January 9, 2018 Board Workshops. Superintendent recommends approval.

Chairman Frost read the request for approval. Dr. Rendell did approve. Chairman Frost called for a motion. Mr. Searcy moved approval of the Superintendent's New Evaluation Timeline for 2018. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote. Mrs. Justice said the new timeline allows the Board to receiving the data needed to complete the Superintendent's evaluation. The Chairman agreed and noted the Superintendent's accountability as well as what is done with the teachers.

**R. Approval of Proposed Second Amendment to Superintendent's Employment Agreement – Chairman Frost**

In furtherance of the School Board's discussion at the January 9, 2018 Workshop, approval is requested for the Second Amendment to the Superintendent's Employment Agreement dated May 12, 2015, as amended by the First Amendment dated January 26, 2016.

Superintendent recommends approval.

Chairman Frost read the request for approval. Dr. Rendell did approve. Chairman Frost called for a motion. Mrs. Justice moved approval of the Proposed Second Amendment to Superintendent's Employment Agreement. Mrs. Simchick seconded the motion and it carried unanimously, with a 5-0 vote.

**VIII. SUPERINTENDENT'S REPORT**

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell wanted to thank the Board Members for their support over the last week or so. He recognized that the Board Members participated in all of Teacher of the Year and Employee of the Year events, and the giving of your time for the dinner Saturday night along with the Gala Monday night. It meant a lot to everyone.

**IX. DISCUSSION**

Pay to Play - Mrs. Simchick

Mrs. Simchick brought up the Pay to Play and wanted to know how each high school works. She said that SRHS's \$65 is mainly for transportation, and band is more expensive. Mrs. Simchick wanted to bring this for an open discussion. Dr. Rendell asked Dr. Peggy Jones to further investigate and provide what information she has found. Dr. Jones has shared some of the information that she has obtained from the Athletic Directors. She said this was a work in progress, would like to get more information, and present this at a workshop. Dr. Rendell told the Board that Dr. Jones will put this together and will present it later. Mr. Searcy asked who makes the cost decisions. Dr. Jones and Dr. Rendell said it is at the school level. Mrs. Justice agreed to the suggestion of this being a workshop item. Chairman Frost said he would get with Dr. Rendell to put this as a workshop agenda item.



Cold Weather Protocol and Board Policy – Mrs. Justice

Mrs. Justice brought up the fact of parents having a lot of questions with regards to the dress code throughout the District. It was recognized that some of the schools have uniforms but on cold days, and children at bus stops, the only warm pants may be jeans. Dr. Rendell said it was decided it would be a relaxed dress code and no blankets. Mrs. Justice reminded everyone that even though the classrooms may be warm, there are children standing in the cold at bus stops. Mrs. Justice said in asking Dr. Rendell how to address this, it was suggested the possibility of being in the Code of Conduct, and as a Board, would we set this at a certain temperature to relax the dress code. Mrs. Zorc agreed that it is going to have to be in the Code of Conduct. She said, with living in Florida, not everyone has a coat. She felt that the children should be able to wear whatever is going to keep them warm. She thought the Code of Conduct stated 50 degrees and would like to reevaluate this also. Mr. Searcy felt the Superintendent was very capable of making the call and providing him with the discretion on this issue. Mrs. Zorc just feels we need to set some expectations of what we expect. Dr. Rendell appreciated all of what is being discussed. He said the parents need the access to information, and it might be a good idea to put something in the Code of Conduct - Dress Code, so the parents and students have somewhere to go. It can be put it in as cold weather language. Chairman Frost also asked if there is somewhere on the website for a wave file with these calls that may go out. Mr. Green said there isn't anything at this time, but they can look at placing something of that nature on the site.

Joint Legislative Auditing Committee – Mr. Frost

Chairman Frost shared a letter that he received from the Joint Legislative Auditing Committee. Workforce Education Funds and Adult General Education Classes. The Superintendent reviewed with the Board, these findings are from a previous audit and it is asking what is being done. This is the seed money for the TCCAE. We will be able to let the Auditing Committee know these funds are being put to use, as voted upon tonight. The second item, how we calculate clock hours for adult education. We have made the changes and we just need to communicate that to them. The response has to be back to the Joint Legislative Auditing Committee by March 12, 2018. The Chairman said they will prepare the letter to have sent in.

X. SCHOOL BOARD MEMBER MATTERS

Mrs. Justice wished everyone a Happy New Year. She discussed an event that took place January 3<sup>rd</sup>. It was a training for Kids for Hope. There was the Martin Luther King Parade along with 14 schools and both bands. Gifford library opening since the hurricane damage; Literacy Week kick off was Monday. There were so many participants. The celebration last night for the Teachers of the Year and Employee of the Year had lots of energy. Mrs. Simchick agreed with the activities and last night's gala. Special thanks to Mr. Stanley at SRHS. She also wanted to congratulate Mrs. D'Agresta on her award. Mrs. Zorc touched on the recycling program and the grants that were received. She also shared the excitement of the Science Fair coming up over the upcoming weekend. There were many thanks from the Board Members to Ms. McMillan and Ms. Cummings for the Teacher and Employee of the Year. Mr. Searcy shared his experience at the Practical Nursing Graduation along with the recipient from tonight's Christmas Card award. Chairman Frost encouraged everyone to be guest readers for Literacy Week. Science Fair, follow Twitter and Facebook for all the Districts events.

XI. INFORMATION AGENDA

**A. Financial Report for quarter ending November 30, 2017 - Mr. Morrison**

Attached are the Financial Reports for the month ending November 30, 2017.

**B. Recurring Vendor 2nd Quarter Report of Released Purchase Orders - Mr. Morrison**

Pursuant to Action Agenda Item E. Business Meeting on August 8, 2017, whereby as a means of efficient management of District operations, the School Board approved Purchase Order authority caps for a list of vendors that routinely provide goods and services to the District. In accordance with the School Board's directive, staff hereby, presents the attached report of released purchase orders or expenditures for all vendors on the list for the quarter October 1, 2017 through December 31, 2017, for fiscal year 2017-2018. This report is updated on a quarterly basis and ensures that previously approved limits are not exceeded. Please see attached backup.

XII. ADJOURNMENT – Chairman Frost

Meeting adjourned at approximately 8:55 p.m.

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](http://www.indianriverschools.org/iretv). The agenda can be accessed by Internet at <http://www.indianriverschools.org>.

**This page intentionally left blank.**

CONSENT AGENDA 2/27/18

**Personnel Recommendations**

1. Instructional Changes
  
2. Instructional Leaves  
Antosh, Courtney – Indian River Academy, 2/26/18 – 5/25/18  
Appel, Richard – VBHS, 12/19/18 – 2/2/18  
Bristol, Monica – Storm Grove Middle, 2/28/18 – 4/24/18  
Cleary, Vivian – Information Technology, 1/30/18 – 3/7/18  
Mack, Lucille – Oslo Middle, 4/2/18 – 5/24/18
  
3. Instructional Promotions
  
4. Instructional Transfers  
Henley, Bryan – from Vero Beach Elementary, 3<sup>rd</sup> Grade Teacher to Oslo Middle, Business Teacher 2/15/18
  
5. Instructional Separations  
Arce, Lianne – Beachland Elementary, resignation 1/26/18  
Banner, Tiffany – Storm Grove Middle, resignation 2/16/18  
De Angelis, Luisa – Storm Grove Middle, resignation 2/14/18  
Innocent, Franz – SRHS, resignation 2/2/18  
Proctor, Clarence – SRHS, retirement, entering DROP 3/1/18  
**Wilson, Jonathan – Storm Grove Middle, resignation 3/2/18**
  
6. Instructional Employment  
Allerton, Terri – ESE District Wide, Speech and Language Pathologist 2/7/18  
Bailey, Karen – VBHS, Secondary Math 1/29/18  
Bray, Mary – Treasure Coast Elementary, Intermediate Teacher 1/25/18  
**Mulligan, Aidan – Vero Elementary, 3<sup>rd</sup> Grade Teacher 2/14/18**  
Pierre, Claude – Oslo Middle, Title I Resource Teacher 2/20/18  
Raines, Rachel – Pelican Island Elementary, 5<sup>th</sup> Grade Science Teacher 2/8/18  
  
Schiefelbein, Nicholas – Oslo Middle, Title I Resource Teacher 1/29/18  
**Wheatley, Amy – VBHS, Science Teacher 2/21/18**  
Whiting, Dawn – Indian River Academy, 5<sup>th</sup> Grade Math/Science Teacher 2/2/18
  
7. Support Staff Changes

8. Support Staff Leaves  
 Bartholomew, Janet – VBHS, 3/15/18 – 04/26/18  
 Collado, Gilberto – Physical Plant, 1/22/18 – 4/16/18  
 Henderson, Rebecca – Transportation, 2/13/18 – 2/28/18  
 Pinkerton, Evelyn – Support Services, 3/6/18 – 5/28/18  
 Sanfilippo, Pauline – Food Services, 2/2/18 – 3/14/18  
 Snyder, Yalonda – Pelican Elementary, 1/23/18 – 2/19/18  
 Wood, Gary – Physical Plant, 1/22/18 – 5/17/18
  
9. Support Staff Promotions
  
10. Support Staff Transfers  
**Massaroni Santella, Lori – from Fellsmere, Student Monitor to Liberty Magnet, ESE Teacher Assistant 2/12/18**  
**McFolley, Erna – Transportation, Bus Driver to Transportation, Bus Attendant 2/19/18**  
 Rojas, Jessica – from Curriculum & Instruction/ESE, School Psychologist to Student Services, Program Specialist 1/22/18  
**Strater, Christina – from Food Services, Cafeteria Worker to Food Services, Manager Trainee 1/30/18**
  
11. Support Staff Separations  
**Adams, Thomas – Wabasso School, resignation 2/22/18**  
 Baker, Sevon – Gifford Middle, retirement entering DROP 2/1/18  
 Barnett, Elon – VBHS, retirement 5/24/18  
 Bauslaugh, Pat – Citrus Elementary, resignation 2/2/18  
 Donovan, Margaret – Curriculum & Instruction, retirement exiting DROP 3/21/18  
 Gomez, Esperanza – Sebastian River Middle, retirement, entering DROP 3/1/18  
 Gowin, April – Fellsmere Elementary, resignation 2/9/18  
 Hays, Latisha – Gifford Middle, resignation 2/5/18  
 Irving, Estella – Transportation, retirement entering DROP 6/1/18  
 Lane, Leah – Food Services, resignation 2/2/18  
 Leiva, Tiffany – Fellsmere Elementary, resignation 2/16/18  
 Lugli, Kimberly – Liberty Magnet Elementary, resignation 1/26/18  
 Reaves, Claudine – TCCA, retirement, exiting DROP 3/9/18  
 Robison, James – Student Services, retirement, exiting DROP 2/2/18  
 Teague, Shawn – Maintenance, resignation 1/26/18  
 Valderrama, Francine – Rosewood Magnet, retirement entering DROP 1/1/18  
 Williams, Andrea – Sebastian River Middle, retirement exiting

DROP 3/31/18

12. Support Staff Employment  
**Bruno-Gonzalez, Zerymar – Fellsmere Elementary, Student Monitor 2/22/18**  
**Cantu Salinas, Yarizel – Finance, Staff Accountant 3/19/18**  
Duffany, Mark – Osceola Magnet, School Computer Lab Manager  
2/5/18  
**Freeze, Latasha – Fellsmere Elementary, Health Assistant I 2/22/18**  
Henry, Deborah – Food Services, Manager Trainee 2/20/18  
LaPorta, Amanda – Dodgertown Elementary, Library Media Assistant 2/14/18  
Lewis, Janelle – ESE District Wide, Self Care Aide SUNSET 2/6/18  
Reeves, Wendy – Transportation, Bus Driver 1/29/18  
Reuff, Jacquelyn – Glendale Elementary Extended Day Student Worker 2/12/18  
Saunders, Kimberly – Transportation, Bus Driver 1/29/18  
**Sturgis, Michael – Facilities, Planning and Construction, Contruction Manager 3/7/18**  
Vu, Leyna – SRHS, Theater Tech Student Worker 2/13/18  
Wade, Farai – SRHS, Theater Tech Student Worker 1/29/18  
Walker, Julencia – ESE District Wide, Self Care Aide SUNSET 1/29/18
13. Administrative Separations
14. Administrative Employment
15. Administrative Leaves
16. Approval of Placement in Instructional Substitute Pool  
Balevre, Joan – Substitute Teacher 2/22/18  
Bowen, Sarah – Substitute Teacher 2/15/18  
Brown, Shannon – Substitute Teacher 2/8/18  
Jordan, Alexander – Substitute Teacher 2/8/18  
**Kearney Connor, Jennifer – Substitute Teacher 2/15/18**  
Kulp, William – Substitute Teacher 2/1/18  
Lugli, Kimberly – Substitute Teacher 2/7/18  
Luna, Dolores – Substitute Teacher 2/9/18  
Mulligan, Aidan – Substitute Teacher 1/29/18  
Mussen, Lesley – Substitute Teacher 2/16/18  
Weaver, Bessie – Substitute Teacher 2/8/18

17. Approval of Placement in Support Staff Substitute Pool  
Cummings, Brandy – Substitute Bus Assistant 2/14/18  
Hussain, Faseeha – Substitute Teacher Assistant 2/12/18  
Leiva, Tiffany – Substitute Health Assistant 2/16/18  
Mills, Fetisha – Substitute Bus Assistant 2/13/18  
Roller, Nancy – Substitute Food Service Assistant 1/29/18  
Snarey, Peyton – Extended Day Child Care Assistant 2/6/18  
Steinhauer, Chelsea – Substitute Teacher Assistant 2/7/18  
Wallace, Regina – Substitute Food Service Assistant 1/29/18  
Ware, Robin – Substitute Teacher Assistant 2/28/18

Revised 2/23/18 mc



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 |          |      |      |           |     |            |          |      |     |      |    |
| 00064595 | TABLE         | BAKERS TABLE  | 1,357.00 | 1,357.00   | .00      | 1340 | 530  |           |     | 08/24/1992 | 04727    | 9999 | 00  | ACT3 | FS |
| 00074923 | DELFIELD MILK | COOLER        | 3,324.50 | 3,324.50   | .00      | 1340 | 541  | 97336201M |     | 08/14/2000 | 00100227 | 9999 | 00  | ACT3 | FS |
|          | TOTAL         | 2 RECORDS     | 4,681.50 | 4,681.50   | 0.00     |      |      |           |     |            |          |      |     |      |    |



SURPLUS PROPERTY RECORDS RCY  
EQUIPMENT TO RECYCLE - 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 |          |      |      |                 |     |            |          |      |     |      |    |
| 00062212 | CLOTHES DRYER    | BELCO 50LB CAPA   | 1,795.00 | 1,795.00   | .00      | 1340 | 530  | 296438          |     | 08/17/1990 | 85761    | 9999 | 00  | RCY3 | 00 |
| 00069437 | TESTER           | PENTASCANNER KI   | 2,495.00 | 2,495.00   | .00      | 1340 | 530  | 38S95JA6024     |     | 03/15/1996 | 71089    | 9999 | 00  | RCY3 |    |
| 00071874 | RADIO 800MHZ     | PORTBLE RADIO L   | 2,556.98 | 2,556.98   | .00      | 1340 | 530  | 0002MBL         |     | 07/29/1998 | 93542    | 9999 |     | RCY3 | 00 |
| 00071944 | SOFTWARE         | TRANSPORT. OPER   | 4,390.00 | 4,390.00   | .00      | 1382 | 500  |                 |     | 10/23/1997 | 93889    | 9999 | 00  | RCY3 | 00 |
| 00073284 | ERICSSON HANDHE  | RADIO 800MHZ -    | 1,350.00 | 1,350.00   | .00      | 1340 | 530  | 9309910         |     | 01/31/2001 | 00024228 | 9999 | 00  | RCY3 |    |
| 00077767 | DELL LATITUDE    | C810, PIII, 1.3GH | 2,036.00 | 2,036.00   | .00      | 1383 | 530  | 1K8D811         |     | 03/11/2002 | 00207533 | 9999 | 00  | RCY3 |    |
| 00079221 | APPLE POWERBOOK  | 1GHZ, W/CASE      | 2,938.00 | 2,938.00   | .00      | 1383 | 530  | QT2471NENWL     |     | 12/09/2002 | 00304814 | 9999 | 00  | RCY3 |    |
| 00079242 | APPLE POWERBOOK  | G4, 1GHZ          | 2,938.00 | 2,938.00   | .00      | 1383 | 530  | QT2484XQN4M     |     | 12/13/2002 | 00305605 | 9999 | 00  | RCY3 |    |
| 00079593 | SONY 36" VEGA    | FD TRINITRON      | 1,028.00 | 1,028.00   | .00      | 1340 | 530  | 9022423         |     | 04/30/2003 | 00308176 | 9999 | 00  | RCY3 |    |
| 00080696 | LATITUDE D500 1  | PENTIUM M 14.1    | 1,542.92 | 1,542.92   | .00      | 1383 | 542  | D3G0341         |     | 01/30/2004 | 00407340 | 9999 | 00  | RCY3 |    |
| 00080697 | LATITUDE D500 1  | PENTIUM M 14.1    | 1,542.92 | 1,542.92   | .00      | 1383 | 542  | 72G0341         |     | 01/30/2004 | 00407340 | 9999 | 00  | RCY3 |    |
| 00080698 | LATITUDE D500 1  | PENTIUM M 14.1    | 1,542.92 | 1,542.92   | .00      | 1383 | 542  | J3G0341         |     | 01/30/2004 | 00407340 | 9999 | 00  | RCY3 |    |
| 00080700 | LATITUDE D500 1  | PENTIUM M 14.1    | 1,542.92 | 1,542.92   | .00      | 1383 | 542  | 23G0341         |     | 01/30/2004 | 00407340 | 9999 | 00  | RCY3 |    |
| 00080701 | LATITUDE D500 1  | PENTIUM M 14.1    | 1,542.92 | 1,542.92   | .00      | 1383 | 542  | 63G0341         |     | 01/30/2004 | 00407340 | 9999 | 00  | RCY3 |    |
| 00080994 | LATITUDE D600 1  | 5XGA ENGLISH      | 1,873.85 | 1,873.85   | .00      | 1383 | 530  | CFC2F41         |     | 03/22/2004 | 00409189 | 9999 | 00  | RCY3 |    |
| 00081103 | XEROX PHASER FR  |                   | 159.00 * | 159.00     | .00      | 1383 | 500  | PMT228695       |     | 04/30/2004 | 00409074 | 9999 | 00  | RCY3 |    |
| 00081103 | XEROX PHASER FR  |                   | 960.00 * | 960.00     | .00      | 1383 | 530  | PMT228695       |     | 04/30/2004 | 00409074 | 9999 | 00  | RCY3 |    |
| 00081583 | BENQ PROJECTOR,  |                   | 1,695.00 | 1,695.00   | .00      | 1383 | 530  | 99J7677B6643000 |     | 09/21/2004 | 00502258 | 9999 | 00  | RCY3 |    |
| 00081621 | DELL LAPTOP D60  | LAPTOP IDLETTE    | 1,574.51 | 1,574.51   | .00      | 1383 | 500  | FZBJV51         |     | 11/30/2004 | 00504040 | 9999 | 00  | RCY3 |    |
| 00082267 | ESQ DL-71 CENTR  | VIPER LAPTOP      | 1,585.00 | 1,585.00   | .00      | 1383 | 530  | 510123002116045 |     | 06/30/2005 | 00511227 | 9999 | 00  | RCY3 |    |
| 00082667 | DELL LATITUDE    | ADMIN LAPTOP      | 1,646.07 | 1,646.07   | .00      | 1383 | 530  | 408LM91         |     | 04/17/2006 | 00608224 | 9999 | 00  | RCY3 |    |
| 00083479 | ESQ LE1600 TABL  | COMPUTER UNIT     | 2,165.00 | 2,165.00   | .00      | 1383 | 530  | 00191478-LE1600 |     | 12/11/2006 | 00703214 | 9999 | 00  | RCY3 |    |
| 00083796 | HP LAPTOP INTEL  | RAM 60G6HD 15"W   | 1,215.00 | 1,215.00   | .00      | 1383 | 530  | CNU7010ZRK      |     | 02/20/2007 | 00705719 | 9999 | 00  | RCY3 |    |
| 00083807 | 5-CAM RR6K DVR   | REMOVABLE HARDD   | 2,562.29 | 2,562.29   | .00      | 1340 | 530  | 9761000086      |     | 01/19/2007 | 00705448 | 9999 | 00  | RCY3 |    |
| 00083809 | 5-CAM RR6K DVR   | REMOVABLE HARDD   | 2,562.29 | 2,562.29   | .00      | 1340 | 530  | 9761000096      |     | 01/19/2007 | 00705448 | 9999 | 00  | RCY3 |    |
| 00083912 | INTEL CORE DUO   | CESSOR DVD/CDRW   | 1,280.00 | 1,280.00   | .00      | 1383 | 530  | CND7100LOY      |     | 05/07/2007 | 00707590 | 9999 | 00  | RCY3 |    |
| 00083913 | INTEL CORE DUO   | CESSOR DVD/CDRW   | 1,280.00 | 1,280.00   | .00      | 1383 | 530  | CND7100L1X      |     | 05/07/2007 | 00707590 | 9999 | 00  | RCY3 |    |
| 00083914 | INTEL CORE DUO   | CESSOR DVD/CDRW   | 1,280.00 | 1,280.00   | .00      | 1383 | 530  | CND7100L3F      |     | 05/07/2007 | 00707590 | 9999 | 00  | RCY3 |    |
| 00083915 | INTEL CORE DUO   | CESSOR DVD/CDRW   | 1,280.00 | 1,280.00   | .00      | 1383 | 530  | CND7100L4P      |     | 05/07/2007 | 00707590 | 9999 | 00  | RCY3 |    |
| 00083916 | INTEL CORE DUO   | CESSOR DVD/CDR    | 1,280.00 | 1,280.00   | .00      | 1383 | 530  | CND7100LO4      |     | 05/07/2007 | 00707590 | 9999 | 00  | RCY3 |    |
| 00083917 | INTEL CORE DUO   | CESSOR DVD/CDRW   | 1,280.00 | 1,280.00   | .00      | 1383 | 530  | CND7100L2F      |     | 05/07/2007 | 00707590 | 9999 | 00  | RCY3 |    |
| 00083919 | INTEL CORE DUO   | CESSOR DVD/CDRW   | 1,280.00 | 1,280.00   | .00      | 1383 | 530  | CND7100L6H      |     | 05/07/2007 | 00707590 | 9999 | 00  | RCY3 |    |
| 00083920 | INTEL CORE DUO   | CESSOR DVD/CDRW   | 1,280.00 | 1,280.00   | .00      | 1383 | 530  | CND7100L1G      |     | 05/07/2007 | 00707590 | 9999 | 00  | RCY3 |    |
| 00083922 | INTEL CORE DUO   | CESSOR DVD/CDRW   | 1,280.00 | 1,280.00   | .00      | 1383 | 530  | CND7100L3X      |     | 05/07/2007 | 00707590 | 9999 | 00  | RCY3 |    |
| 00083923 | INTEL CORE DUO   | CESSOR DVD/CDRW   | 1,280.00 | 1,280.00   | .00      | 1383 | 530  | CND7100L6L      |     | 05/07/2007 | 00707590 | 9999 | 00  | RCY3 |    |
| 00083924 | INTEL CORE DUO   | CESSOR DVD/CDRW   | 1,280.00 | 1,280.00   | .00      | 1383 | 530  | CND7100L1W      |     | 05/07/2007 | 00707590 | 9999 | 00  | RCY3 |    |
| 00083926 | INTEL CORE DUO   | CESSOR DVD/CDRW   | 1,280.00 | 1,280.00   | .00      | 1383 | 530  | CND7100L4J      |     | 05/07/2007 | 00707590 | 9999 | 00  | RCY3 |    |
| 00083927 | INTEL CORE DUO   | CESSOR DVD/CDRW   | 1,280.00 | 1,280.00   | .00      | 1383 | 530  | CND7100L9W      |     | 05/07/2007 | 00707590 | 9999 | 00  | RCY3 |    |
| 00083928 | 16 NOTEBOOK PC   | SECURITY CART     | 1,610.00 | 1,610.00   | .00      | 1383 | 530  | NO PHYSICAL S/N |     | 05/07/2007 | 00707590 | 9999 | 00  | RCY3 |    |
| 00084406 | SONY VAIO UMPC-  | CORE SOLO BLUET   | .00 *    | .00        | .00      | 1340 | 500  | J0020HYV        |     | 09/10/2007 | 00802222 | 9999 | 00  | RCY3 |    |
| 00084406 | SONY VAIO UMPC-  | CORE SOLO BLUET   | .00 *    | .00        | .00      | 1383 | 500  | J0020HYV        |     | 09/10/2007 | 00802222 | 9999 | 00  | RCY3 |    |
| 00084406 | SONY VAIO UMPC-  | CORE SOLO BLUET   | 1,267.27 | 1,267.27   | .00      | 1383 | 530  | J0020HYV        |     | 09/10/2007 | 00802222 | 9999 | 00  | RCY3 |    |
| 00084709 | DATAMATION 16 U  | PC SECURITY CAR   | 1,499.00 | 1,499.00   | .00      | 1383 | 530  | N/A             |     | 03/28/2008 | 00807948 | 9999 | 00  | RCY3 |    |
| 00084988 | ZOEBZ MACPRO 15" | 2 DUO INSIGHT C   | 3,279.95 | 3,279.95   | .00      | 1383 | 542  | W88241GWYKO     |     | 06/30/2008 | 00810666 | 9999 | 00  | RCY3 | T1 |
| 00085023 | HP TABLET W/OUT  | NOTEBOOK          | 1,635.00 | 1,635.00   | .00      | 1383 | 542  | 2CE82024X1      |     | 06/30/2008 | 00810786 | 9999 | 00  | RCY3 |    |
| 00085028 | HP TABLET W/OUT  | NOTEBOOK          | 1,635.00 | 1,635.00   | .00      | 1383 | 542  | 2CE82245RJ      |     | 06/30/2008 | 00810786 | 9999 | 00  | RCY3 |    |
| 00085379 | HP MOBILE WIREL  | SOLUTION 30 NOT   | 1,150.00 | 1,150.00   | .00      | 1383 | 530  | N/A             |     | 11/10/2008 | 00902714 | 9999 | 00  | RCY3 |    |
| 00085465 | HP ELITEBOOK 69  | LAPTOP W/8 CELL   | 1,150.00 | 1,150.00   | .00      | 1383 | 530  | 2CE837552P      |     | 12/10/2008 | 00902594 | 9999 | 00  | RCY3 |    |
| 00085468 | HP ELITEBOOK 69  | LAPTOP W/8 CELL   | 1,150.00 | 1,150.00   | .00      | 1383 | 530  | 2CE836SQ26      |     | 12/10/2008 | 00902594 | 9999 | 00  | RCY3 |    |

\* = ACCOUNT AND BASE ORIGINAL VALUES DIFFER

ASSET SUMMARY  
 SURPLUS PROPERTY RECORDS RCY  
 EQUIPMENT TO RECYCLE - 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 |            |        |      |              |     |            |          |      |     |      |         |
| 00085469 | HP ELITEBOOK 69 | LAPTOP W/8 CELL | 1,150.00   | 1,150.00   | .00        | 1383   | 530  | 2CE836SQ2N   |     | 12/10/2008 | 009      |      |     |      |         |
| 00085470 | HP ELITEBOOK 69 | LAPTOP W/8 CELL | 1,150.00   | 1,150.00   | .00        | 1383   | 530  | 2CE836SQ4M   |     | 12/10/2008 | 00902594 | 9999 | 00  |      | RCY3    |
| 00085471 | HP ELITEBOOK 69 | LAPTOP W/8 CELL | 1,150.00   | 1,150.00   | .00        | 1383   | 530  | 2CE836SQ1S   |     | 12/10/2008 | 00902594 | 9999 | 00  |      | RCY3    |
| 00085472 | HP ELITEBOOK 69 | LAPTOP W/8 CELL | 1,150.00   | 1,150.00   | .00        | 1383   | 530  | 2CE837171Z   |     | 12/10/2008 | 00902594 | 9999 | 00  |      | RCY3    |
| 00085473 | HP ELITEBOOK 69 | LAPTOP W/8 CELL | 1,150.00   | 1,150.00   | .00        | 1383   | 530  | 2CE836SQ45   |     | 12/10/2008 | 00902594 | 9999 | 00  |      | RCY3    |
| 00085474 | HP ELITEBOOK 69 | LAPTOP W/8 CELL | 1,150.00   | 1,150.00   | .00        | 1383   | 530  | 2CE836S9J9   |     | 12/10/2008 | 00902594 | 9999 | 00  |      | RCY3    |
| 00085475 | HP ELITEBOOK 69 | LAPTOP W/8 CELL | 1,150.00   | 1,150.00   | .00        | 1383   | 530  | 2CE836S9HM   |     | 12/10/2008 | 00902594 | 9999 | 00  |      | RCY3    |
| 00085477 | HP ELITEBOOK 69 | LAPTOP W/8 CELL | 1,150.00   | 1,150.00   | .00        | 1383   | 530  | 2CE836S9K9   |     | 12/10/2008 | 00902594 | 9999 | 00  |      | RCY3    |
| 00085478 | HP ELITEBOOK 69 | LAPTOP W/8 CELL | 1,150.00   | 1,150.00   | .00        | 1383   | 530  | 2CE837553W   |     | 12/10/2008 | 00902594 | 9999 | 00  |      | RCY3    |
| 00085481 | HP ELITEBOOK 69 | LAPTOP W/8 CELL | 1,150.00   | 1,150.00   | .00        | 1383   | 530  | 2CE837172C   |     | 12/10/2008 | 00902594 | 9999 | 00  |      | RCY3    |
| 00085482 | HP ELITEBOOK 69 | LAPTOP W/8 CELL | 1,150.00   | 1,150.00   | .00        | 1383   | 530  | 2CE836SQ3K   |     | 12/10/2008 | 00902594 | 9999 | 00  |      | RCY3    |
| 00085483 | HP ELITEBOOK 69 | LAPTOP W/8 CELL | 1,150.00   | 1,150.00   | .00        | 1383   | 530  | 2CE836SQ3Q   |     | 12/10/2008 | 00902594 | 9999 | 00  |      | RCY3    |
| 00085485 | HP ELITEBOOK 69 | LAPTOP W/8 CELL | 1,150.00   | 1,150.00   | .00        | 1383   | 530  | 2CE836S9JS   |     | 12/10/2008 | 00902594 | 9999 | 00  |      | RCY3    |
| 00085487 | HP ELITEBOOK 69 | LAPTOP W/8 CELL | 1,150.00   | 1,150.00   | .00        | 1383   | 530  | 2CE836S9HP   |     | 12/10/2008 | 00902594 | 9999 | 00  |      | RCY3    |
| 00085514 | HP ELITEBOOK 69 | LAPTOP W/8 CELL | 1,150.00   | 1,150.00   | .00        | 1383   | 530  | 2CE836SQ4H   |     | 12/10/2008 | 00902593 | 9999 | 00  |      | RCY3    |
| 00085521 | HP ELITEBOOK 69 | LAPTOP W/8 CELL | 1,150.00   | 1,150.00   | .00        | 1383   | 530  | 2CE837550C   |     | 12/10/2008 | 00902593 | 9999 | 00  |      | RCY3    |
| 00085525 | HP ELITEBOOK 69 | LAPTOP W/8 CELL | 1,150.00   | 1,150.00   | .00        | 1383   | 530  | 2CE83754ZN   |     | 12/10/2008 | 00902593 | 9999 | 00  |      | RCY3    |
| 00085531 | HP ELITEBOOK 69 | LAPTOP W/8 CELL | 1,150.00   | 1,150.00   | .00        | 1383   | 530  | 2CE83754XX   |     | 12/10/2008 | 00902593 | 9999 | 00  |      | RCY3    |
| 00085532 | HP ELITEBOOK 69 | LAPTOP W/8 CELL | 1,150.00   | 1,150.00   | .00        | 1383   | 530  | 2CE837550L   |     | 12/10/2008 | 00902593 | 9999 | 00  |      | RCY3    |
| 00086536 | CAMERA VSMc 8 C | MOBILE DVR FOUR | 2,269.63   | 2,053.47   | 216.16     | 1340   | 530  | 107391       |     | 03/25/2011 | 01103315 | 9999 | 00  |      | RCY3    |
| 00086865 | MACBOOK PRO, 13 | DUALCORE INTEL  | 1,399.00   | 1,399.00   | .00        | 1383   | 542  | C1MJ124QDTY4 |     | 07/24/2012 | 01206083 | 9999 | 00  |      | RCY3 T1 |
| TOTAL    |                 |                 | 70 RECORDS | 103,774.44 | 103,558.28 | 216.16 |      |              |     |            |          |      |     |      |         |

\* = ACCOUNT AND BASE ORIGINAL VALUES DIFFER

RCY3

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

Requesting Facility: SRMS

Transfer To Facility: SURPLUS WAREHOUSE

Requesting Person: James Thimmer

Contact Person: James Thimmer and  
Jo Witherington ✓

Property Records  
Office use only

| Property Record # | Item Description (make/model) | Serial #                 | Condition |
|-------------------|-------------------------------|--------------------------|-----------|
| 80696             | DELL LAPTOP                   | CN-044212-48643-308-3739 | OBSOLETE  |
| 80697             | DELL LAPTOP                   | CN-044212-48643-308-3738 | OBSOLETE  |
| 80698             | DELL LAPTOP                   | CN-044212-48643-308-3762 | OBSOLETE  |
| 85023             | HP COMPAQ LAPTOP              | 2CE82024X2               | OBSOLETE  |
| 85028             | HP COMPAQ LAPTOP              | 2CE82245RJ               | OBSOLETE  |
| 77767             | DELL LAPTOP                   | TW-037641-12561-222-0857 | OBSOLETE  |
| 82667             | DELL LAPTOP                   | CN-044708-48643-61K-0699 | OBSOLETE  |
| 83915             | HP COMPAQ LAPTOP              | CND 7100 L4P             | OBSOLETE  |
| 83913             | HP COMPAQ LAPTOP              | CND 7100 L1X             | OBSOLETE  |
| 83922             | HP COMPAQ LAPTOP              | CND 7100 L3X             | OBSOLETE  |
| 83920             | HP COMPAQ LAPTOP              | CND 7100 L1G             | OBSOLETE  |
| 83926             | HP COMPAQ LAPTOP              | CND 7100 L43             | OBSOLETE  |
| 83912             | HP COMPAQ LAPTOP              | CND 7100 L0Y             | OBSOLETE  |
| 83923             | HP COMPAQ LAPTOP              | CND 7100 L6L             | OBSOLETE  |
| 83917             | HP COMPAQ LAPTOP              | CND 7100 L2F             | OBSOLETE  |
| 83919             | HP COMPAQ LAPTOP              | CND 7100 L6H             | OBSOLETE  |

Releasing Signature:  Site P.R. Custodian

Date: 1/11/18

Receiving Signature: \_\_\_\_\_

Date Received: 1/11/18

(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

RCY-3

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

Requesting Facility: SRMS

Transfer To Facility: SURPLUS WAREHOUSE

Requesting Person: James Thimmer

Contact Person: James Thimmer and Jo Witherington

Property Records  
Office use only

| Property Record # | Item Description (make/model) | Serial #      | Condition | Office use only |
|-------------------|-------------------------------|---------------|-----------|-----------------|
| 85468             | HP ELITEBOOK LAPTOP           | 2CE 836 5Q26  | OBSOLETE  |                 |
| 85475             | HP ELITEBOOK LAPTOP           | 2CE 836 59HM  | OBSOLETE  |                 |
| 85474             | HP ELITEBOOK LAPTOP           | 2CE 836 59J9  | OBSOLETE  |                 |
| 85532             | HP ELITEBOOK LAPTOP           | 2CE 837 550L  | OBSOLETE  |                 |
| 85514             | HP ELITEBOOK LAPTOP           | 2CE 836 5Q4H  | OBSOLETE  |                 |
| 85531             | HP ELITEBOOK LAPTOP           | 2CE 837 54XX  | OBSOLETE  |                 |
| 85469             | HP ELITEBOOK LAPTOP           | 2CE 836 5Q2N  | OBSOLETE  |                 |
| 85521             | HP ELITEBOOK LAPTOP           | 2CE 837 55 0C | OBSOLETE  |                 |
| 85470             | HP ELITEBOOK LAPTOP           | 2CE 836 5Q4M  | OBSOLETE  |                 |
| 85487             | HP ELITEBOOK LAPTOP           | 2CE 836 59HP  | OBSOLETE  |                 |
| 85483             | HP ELITEBOOK LAPTOP           | 2CE 836 5Q3Q  | OBSOLETE  |                 |
| 85485             | HP ELITEBOOK LAPTOP           | 2CE 836 59JS  | OBSOLETE  |                 |
| 85481             | HP ELITEBOOK LAPTOP           | 2CE 837 17 2C | OBSOLETE  |                 |
| 85465             | HP ELITEBOOK LAPTOP           | 2CE 837 552P  | OBSOLETE  |                 |
| 85525             | HP ELITEBOOK LAPTOP           | 2CE 837 542N  | OBSOLETE  |                 |
| 85478             | HP ELITEBOOK LAPTOP           | 2CE 837 553W  | OBSOLETE  |                 |

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

Date: 1/11/18

Receiving Signature: \_\_\_\_\_

Date Received: 1/11/18

(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

Recy-3

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

Requesting Facility: SRMS

Transfer To Facility: SURPLUS WAREHOUSE

Requesting Person: James Thimmer

Contact Person: James Thimmer and  
Jo Witherington

Property Records  
Office use only

| Property Record # | Item Description (make/model) | Serial #                | Condition |
|-------------------|-------------------------------|-------------------------|-----------|
| 84709             | LAPTOP CART                   | N/A                     | OBSOLETE  |
| 83928             | LAPTOP CART                   | NO PHYSICAL S/N         | OBSOLETE  |
| 85473             | HP ELITEBOOK LAPTOP           | ACE 836 SQ 45           | OBSOLETE  |
| 85472             | HP ELITEBOOK LAPTOP           | ACE 837 171Z            | OBSOLETE  |
| 83796             | HP COMPAG LAPTOP              | CNU7P10ZRK              | OBSOLETE  |
| 85471             | HP ELITEBOOK LAPTOP           | ACE 836 SQ 1S           | OBSOLETE  |
| 85482             | HP ELITEBOOK LAPTOP           | ACE 836 SQ 3K           | OBSOLETE  |
| 85477             | HP ELITEBOOK LAPTOP           | ACE 836 SQ K9           | OBSOLETE  |
| 80701             | DELL LAPTOP                   | 04Y212-48643-3C8-3765   | OBSOLETE  |
| 81621             | DELL LAPTOP                   | 060152-48643-4A8-4345   | OBSOLETE  |
| 80700             | DELL LAPTOP                   | 04Y212-48643-3C8-3759   | OBSOLETE  |
| 80994             | DELL LAPTOP                   | 0X2034-48643-421-4078   | OBSOLETE  |
| 80695             | DELL LAPTOP                   | CN094212-48643-3C8-3800 | OBSOLETE  |
| 83914             | HP COMPAG LAPTOP              | CND 7100 L3F            | OBSOLETE  |
| 85379             | LAPTOP CART                   | N/A                     | OBSOLETE  |
| 83916             | DELL LAPTOP                   | 009-963T-12961          | OBSOLETE  |

Releasing Signature - Site P.R. Custodian

Receiving Signature

Date 1/11/18

Date Received 1/11/18

(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

REC-3

Requesting Facility: SRMS

Transfer To Facility: SURPLUS WAREHOUSE

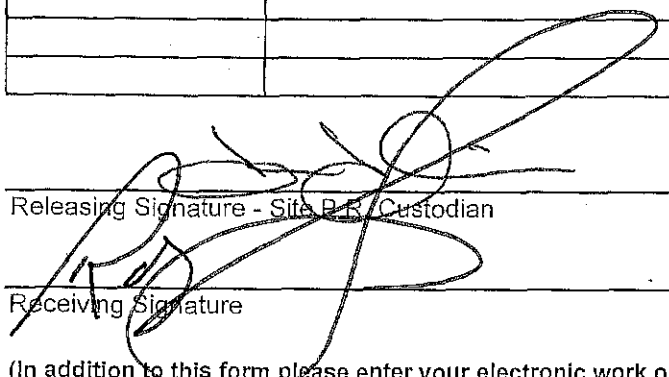
Requesting Person: James Thimmer

Contact Person: James Thimmer and Jo Witherington

Property Records  
Office use only

| Property Record # | Item Description (make/model) | Serial #        | Condition | Property Records<br>Office use only |
|-------------------|-------------------------------|-----------------|-----------|-------------------------------------|
| 83924             | HP COMPACT LAPTOP             | CND 7100 L1W    | OBSOLETE  |                                     |
| 83916             | HP COMPACT LAPTOP             | CND 7100 L04    | OBSOLETE  |                                     |
| 83927             | HP COMPACT LAPTOP             | CND 7100 L9W    | OBSOLETE  |                                     |
| 79593             | PLAYCOM TV and cart           | 9022423         | OBSOLETE  |                                     |
| 79221             | APPLE POWER LAPTOP            | QT2471NENWL     | OBSOLETE  |                                     |
| 79242             | APPLE POWER LAPTOP            | QT2484XQ N4M    | OBSOLETE  |                                     |
| 82267             | ESQRPTOP                      | 510123002116045 | OBSOLETE  |                                     |
| 81103             | XEROX PRINTER                 | PMT228695       | OBSOLETE  |                                     |
|                   |                               |                 |           |                                     |
|                   |                               |                 |           |                                     |
|                   |                               |                 |           |                                     |
|                   |                               |                 |           |                                     |
|                   |                               |                 |           |                                     |
|                   |                               |                 |           |                                     |
|                   |                               |                 |           |                                     |
|                   |                               |                 |           |                                     |
|                   |                               |                 |           |                                     |

Releasing Signature - Site Rep/Custodian



Date 1/11/18

Receiving Signature

Date Received 1/11/18

(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  
SURPLUS REMOVAL REQUEST

REC-3

Facility: TRANSPORTATION

From: GARY CRUMBACKER

| Asset # | Description (make/model)   | Serial Number   | Condition |
|---------|----------------------------|-----------------|-----------|
| 0083809 | SAFETY VISION CAMERA       | 9761000096      |           |
| 0083807 | SAFETY VISION CAMERA       | 9761000086      |           |
| 0071944 | T.O.M. SOFTWARE            | N/A             |           |
| 0081583 | BenQ Projector PB7200      | 99J767786647810 |           |
| 0086536 | Angel Trax CAMERA HC860-04 | 107391          |           |
|         |                            |                 |           |
|         |                            |                 |           |
|         |                            |                 |           |
|         |                            |                 |           |
|         |                            |                 |           |
|         |                            |                 |           |
|         |                            |                 |           |
|         |                            |                 |           |

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

[Signature]  
Receiving Signature

2/6/18  
Date

2/7/18  
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





WABASSO SCHOOL



Kathrine Pierandozzi, Principal

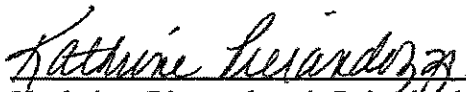
8895 U.S. Hwy 1, Sebastian, Florida 32958

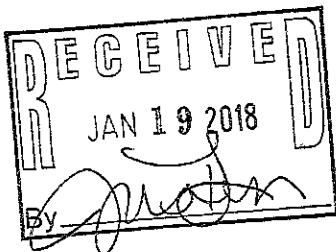
(772) 978-8000

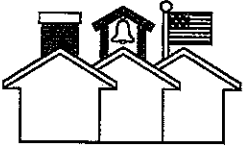
Date: 1/12/2018  
 To: School Board Members  
 From: Kathrine Pierandozzi  
 Regarding: Request for Approval of Donation

A donation of \$1,000.00, was received from the Shaikh/Khawaja family. The funds are to be used for our 1<sup>st</sup> Annual Wabasso Run/Walk/Roll 5K.

These funds were deposited into the Wabasso School internal funds account entitled General Activities Enrichment General fund.

  
 \_\_\_\_\_  
 Kathrine Pierandozzi, Principal





# School District of Indian River County

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

Mark J. Rendell, Ed.D. - Superintendent

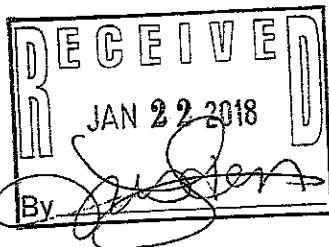
Date: January 19, 2018  
To: Carter Morrison  
From: Pamela Dampier  
Regarding: *Request for Approval of Donation*

A donation of \$1,500.00 was received from the Community Credit Union. The donation will fund the monthly principal luncheons.

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

Please forward this request for review and approval as appropriate.

Pamela Dampier, Assistant Superintendent of Curriculum and Instruction



"Educate and inspire every student to be successful"

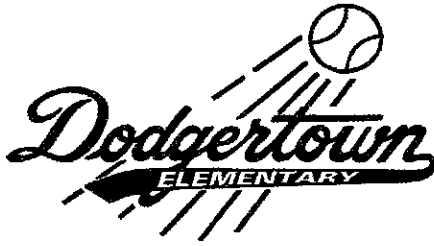
Shawn R. Frost • Dale Simchick • Laura Zorc • Charles G. Searcy • Tiffany M. Justice  
District 1                      District 2                      District 3                      District 4                      District 5

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



97

Aretha Vernetto,  
Principal



Kristen Racine,  
Assistant Principal

4350 43rd Avenue ♦ Vero Beach, Florida 32967  
Telephone: (772) 564-4100 ♦ Fax: (772) 564-4093

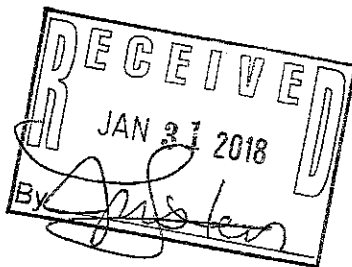
January 24, 2018

To: Indian River School Board Members  
From: Aretha Vernetto, Principal – Dodgertown Elementary  
Regarding: *Request for Approval of Donation*

A donation of \$1000.00, was received from 1<sup>st</sup> Presbyterian Church. The *funds* are to be used for families of 2<sup>nd</sup> graders who are victims of hardship and/or hurricane devastation.

The funds were deposited into Dodgertown Elementary internal funds account entitled Giveback account# 7190.00

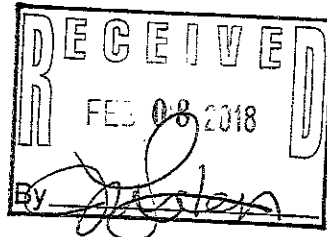
*Aretha Vernetto*  
\_\_\_\_\_  
Signature of Principal



Beachland Elementary School  
3350 Indian River Drive East  
Vero Beach, Florida 32963-1799  
Telephone: (772) 564-3300  
FAX: (772) 564-3350

Dr. Colleen H. Lord  
Principal

Susan Del Tufo  
Assistant Principal



February 7, 2018

{To}: School Board Members

{From}: Colleen Lord, Principal

Regarding: PTA donation

Beachland received an anonymous donation of \$1,395.00 to fund two second grade classes for a field trip in May 2018.

These funds were deposited into Beachland Internal Funds.

  
Colleen Lord, Principal

CL/br

School District of Indian River County

"It Takes A Community To Raise A Child!"

PLTW|LAUNCH AMAZING DISCOVERIES START HERE

# SEBASTIAN RIVER HIGH SCHOOL

9001 Shark Boulevard • Sebastian, Florida 32958

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

Date: February 12, 2018

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

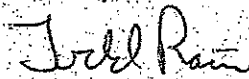
From: Todd Racine, Principal  
Sebastian River High School

Subject: Request for approval of donation

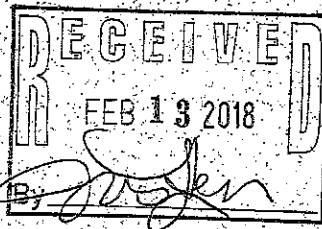
Sebastian River High School would like to request the approval of a \$1,000.00 donation from Sebastian Clambake Foundation, Inc.

These funds will be used to benefit our Boys Lacrosse team and were deposited into the Sebastian River High School internal funds account entitled Lacrosse-Boys.

Sincerely,



Todd Racine  
Principal



*"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 Cama  
Guidance Counselor

Kim O'Keefe  
Guidance Counselor

Wendy Palmer  
Guidance Counselor

Lynn Phillips  
Guidance Counselor

Enrique Valencia  
Guidance Counselor



# VERO BEACH HIGH SCHOOL

1707 16th Street, Vero Beach, Florida 32960

Mr. Shawn O'Keefe, Principal

February 9, 2018

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

RE: SDIRC Board Rule 0122

Vero Beach High School would like to request approval for a donation in the amount of \$1,000 that our school received from the George E. Warren Corporation, 3001 Ocean Drive, Vero Beach, FL 32963-1992.

At the request of the donor, the money will be donated to our school's Dance-A-Thon.

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

**INDIAN RIVER COUNTY  
SOLID WASTE DISPOSAL DISTRICT**

Landfill / Administration / Recycling  
1325 74<sup>th</sup> Avenue SW  
Vero Beach, FL 32968



Phone: 772-770-5112  
Fax: 772-770-5296

Assessment Fees  
1801 27<sup>th</sup> Street  
Vero Beach, FL 32960

Phone: 772-226-1300  
Fax: 772-226-1578

12/1/2017

Dear Robert Michael,

The Indian River County Solid Waste Disposal District (SWDD) received two monetary grants on behalf of the School District of Indian River County (SDIRC) in order to purchase recycling containers and tools for the SDIRC's Recycling Pilot Program. The goal of the Pilot Program is to encourage recycling among students and promote a culture of sustainability at our local schools. Using the grant funds, the S.W.D.D. is in the process of purchasing the below materials:

| Item Description                      | Quantity |
|---------------------------------------|----------|
| 5 gal. bucket                         | 15       |
| 200 micron strainer for bucket        | 15       |
| 7 gallon recycling bin                | 70       |
| 10 gallon recycling bin               | 230      |
| 23 gallon recycling bin               | 50       |
| 32 gallon Brute recycling bin         | 20       |
| Lid for 32 gallon Brute recycling bin | 20       |
| 55 gallon Brute recycling bin         | 9        |
| Lid for 55 gallon Brute recycling bin | 5        |
| Tandem Dolly for Brute bins           | 4        |
| 40 Gallon square recycling bin        | 1        |
| 35 Gallon recycling cart              | 20       |

**Total Value \$7,010.00**

The materials listed represent a total value of \$7,010.00 that will be donated to the SDIRC for their use in classrooms, offices, hallways, cafeterias, and outdoor areas. The transfer of this donation, under section 125.38, Florida Statutes, requires the SWDD Board to adopt a resolution to approve the donation to the SDIRC. The SWDD has an additional \$490.00 of grant funds (for a total donation value of \$7,500.00) that will be used to purchase additional recycling containers and tools on an as-needed basis once the Pilot Program begins in January 2018. Please consider this letter as SWDD's donation of the recycling containers and tools to the SDIRC pending approval by the District Board.

Sincerely,

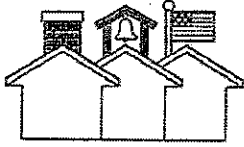
Stephanie Forvielle  
Recycling Education and Marketing Coordinator



*S.W.D.D., helping you Think Green, Live Green.*

*Printed on Recycled Paper*





# 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:** February 15, 2018

**TO:** School Board Members

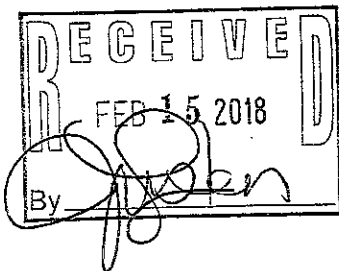
**FROM:** Robert Michael, CHFM  
Director, Physical Plant

**SUBJECT:** Sunrise Rotary Vero Beach, Request for approval of donation

The Physical Plant department would like to request approval for a donation of 61 tree's from the Sunrise Rotary Vero Beach for The Freshman Learning Center. The generous donation will promote a healthy environment for our students, faculty and staff along with improving the appearance of the campus for the community. The fair market value of these trees is estimated to be \$5,000.00. Please see the accompanying letter from Sunrise Rotary Vero Beach, explaining the world-wide initiative by Rotarians to plant trees in the name of fellowship, friendship and community service.

Respectfully

Robert Michael, CHFM  
Director of Physical Plant  
School District of Indian River County

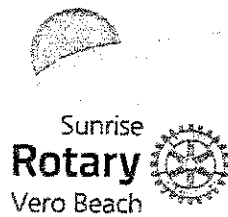


"Educate and inspire every student to be successful"

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

"To serve all students with excellence"

Equal Opportunity Educator and Employer



February 15, 2018

Robert Michael, CHFM  
Director of Physical Plant  
School District of Indian River County  
6055 62<sup>nd</sup> Avenue  
Vero Beach, Florida 32967

Dear Mr. Michael,

Rotarians around the world have planted trees in the name of fellowship, friendship, and community service since the early 20th century. These trees have grown into enduring monuments of Rotary's ideals. Today, Rotarians continue to plant trees to symbolize enduring friendships and fellowship, to beautify parks and communities, and to contribute to a greener world.

The members of Sunrise Rotary Vero Beach have committed to planting one tree in Indian River County for each of its 90 members by June 30, 2018. To help attain that goal, our members are pleased to donate 61 'Friendship Trees' to the Freshman Learning Center campus in the name of fellowship, friendship, environmental stewardship and community service. This project will serve to advance the on-going goal of Sunrise Rotary Vero Beach to support education, promote a healthy environment, and improve the quality of life for people in our community.

Sunrise Rotary applauds the IRC School District's vision to educate and inspire every student to be successful, as well as their mission to serve all students with excellence. Sunrise Rotarians want to help in that vision and mission by surrounding our County schools with beneficial landscapes that will have positive impacts on student attitudes and performance. Our focus this year is on enhancing the Freshman Learning Center's storm-battered landscape.

Recent studies at the University of Illinois Department of Landscape Architecture show that student performance increases when young people are exposed to educational opportunities outside the traditional classroom, or within sight of nature (from a window for example). Results can be measured in better grades, better health, decreased stress levels, increased motivation, better attitudes about the environment, better overall behavior, enhanced communication skills, increase in outdoor skills, increased self-reliance, community improvement, and improved memory. We anticipate that the students at the Freshman Learning Center will have similar results, and future students will reap the benefits of a beautiful landscape as well.

It has been a pleasure working with you and your staff on this exciting project.

Best regards,

Robin Pelensky  
Registered Landscape Architect  
Friendship Tree Committee Chair  
Sunrise Rotary Vero Beach

Cc: Dr. Stephen Kepley, President  
Linda Scott, President Elect

# Pelican Island Elementary School

1355 Schumann Drive ♦ Sebastian, Florida 32958

Telephone: (772) 564-6500 ♦ Fax: (772) 564-6493

**Chris Kohlstedt**  
*Principal*



**Theresa Wagner**  
*Assistant Principal*

## Memorandum

To: Carter Morrison, Assistant Superintendent of Finance/Operations  
From: Chris Kohlstedt, Principal  
Date: February 20, 2018  
Subject: Rotary Club Donation

Pelican Island Elementary has received two donations for \$600.00 each from the Rotary Club of Sebastian to be used for the Backpack Buddies program. The first check was received November 6, 2017 and the second check was received February 15, 2018 for a total donation of \$1200.00.

Please notify the Board of this donation.

CK/cj *CK*



## Indian River County Grant Contract

This Grant Contract ("Contract") entered into effective this 1st day of October 2017 by and between Indian River County, a political subdivision of the State of Florida, 1800 27th Street, Vero Beach FL, 32960 ("County") and (Recipient) Education Foundation, P.O. Box 7046, Vero Beach, FL 32961.

For; Step Into Kindergarten

### Background Recitals

- A. The County has determined that it is in the public interest to promote healthy children in a healthy community.
- B. The County adopted Ordinance 99-1 on January 19, 1999 ("Ordinance") and established the Children's Services Advisory Committee to promote healthy children in a healthy community and to provide a unified system of planning and delivery within which children's needs can be identified, targeted, evaluated and addressed.
- C. The Children's Services Advisory Committee has issued a request for proposals from individuals and entities that will assist the Children's Services Advisory Committee in fulfilling its purpose.
- D. The proposals submitted to the Children's Services Advisory Committee and the recommendation of the Children's Services Advisory Committee have been reviewed by the County.
- E. The Recipient, by submitting a proposal to the Children's Services Advisory Committee, has applied for a grant of money ("Grant") for the Grant Period (as such term is hereinafter defined) on the terms and conditions set forth herein.
- F. The County has agreed to provide such Grant funds to the Recipient for the Grant Period (as such term is hereinafter defined) on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Background Recitals The background recitals are true and correct and form a material part of this Contract.
2. Purpose of Grant The Grant shall be used only for the purposes set forth in the complete proposal submitted by the Recipient attached hereto as Exhibit "A" and incorporated herein by this reference (such purposes hereinafter referenced as "Grant Purposes").
3. Term The Recipient acknowledges and agrees that the Grant is limited to the fiscal year 2017/18 ("Grant Period"). The Grant Period commences on October 1, 2017 and ends on September 30, 2018.
4. Grant Funds and Payment The approved Grant for the Grant Period is One hundred fifty six thousand six hundred fifty five dollars - \$156,655. The County agrees to

reimburse the Recipient from such Grant funds for actual documented costs incurred for Grant Purposes provided in accordance with this Contract. Reimbursement requests may be made no more frequently than monthly. Each reimbursement request shall contain the information, at a minimum, that is set forth in Exhibit "B" attached hereto and incorporated herein by this reference. All reimbursement requests are subject to audit by the County. In addition, the County may require additional documentation of expenditures, as it deems appropriate.

5. Additional Obligations of Recipient.

5.1 Records. The Recipient shall maintain adequate internal controls in order to safeguard the Grant. In addition, the Recipient shall maintain adequate records fully to document the use of the Grant funds for at least three (3) years after the expiration of the Grant Period. The County shall have access to all books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours at the County's expense, upon five (5) days prior written notice.

5.2 Compliance with Laws. The Recipient shall comply at all times with all applicable federal, state, and local laws, rules, and regulations.

5.3 Quarterly Performance Reports. The Recipient shall submit quarterly, cumulative, Performance Reports to the Human Services Department of the County within fifteen (15) business days following: December 31, March 31, June 30, and September 30. These reports should include but not limited to the number of unduplicated children served during the quarter, and the progress the agency has made toward meeting their goals and objectives as they stated in their RFP response.

5.4 Audit Requirements. If Recipient receives \$100,000 or more in the aggregate from all Indian River County government funding sources, the Recipient is required to have an audit completed by an independent certified public accountant at the end of the Recipient's fiscal year. Within 120 days of the end of the Recipient's fiscal year, the Recipient shall submit the audit to the Indian River County Office of Management and Budget. The fiscal year will be as reported on the application for funding, and the Recipient agrees to notify the County prior to any change in the fiscal period of Recipient. The Recipient acknowledges that the County may deny funding to any Recipient if an audit required by this Contract for a prior fiscal year is past due and has not been submitted by May 1.

5.4.1 The Recipient further acknowledges that, promptly upon receipt of a qualified opinion from their independent auditor, such qualified opinion shall immediately be provided to the Indian River County Office of Management and Budget. The qualified opinion shall thereupon be reported to the Board of County Commissioners and funding under this Contract will cease immediately. The foregoing termination right is in addition to any other right of the County to terminate this Contract.

5.4.2 The Indian River County Office of Management and Budget reserves the right at any time to send a letter to the Recipient requesting clarification if there are any questions regarding a part of the financial statements, audit comments, or notes.

5.5 Insurance Requirements. Recipient shall, no later than October 1, 2017, provide to the Indian River County Risk Management Division a certificate or certificates issued by an insurer or insurers authorized to conduct business in Florida that is rated not less than category A-: VII by A.M. Best, subject to approval by Indian River County's risk manager, of the following types and amounts of insurance:

(i) Commercial General Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage, including coverage for premises/operations, products/completed operations, contractual liability, and independent contractors;

(ii) Business Auto Liability Insurance in an amount not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverage for owned autos and other vehicles, hired autos and other vehicles, non-owned autos and other vehicles; and

(iii) Workers' Compensation and Employer's Liability (current Florida statutory limit)

(iv) In the event that children are supervised, Sexual Molestation Liability Insurance in an amount not less than \$1,000,000 each occurrence/claim.

5.6 Insurance Administration. The insurance certificates, evidencing all required insurance coverages shall be fully acceptable to County in both form and content, and shall provide and specify that the related insurance coverage shall not be cancelled without at least thirty (30) calendar days prior written notice having been given to the County. In addition, the County may request such other proofs and assurances as it may reasonably require that the insurance is and at all times remains in full force and effect. Recipient agrees that it is the Recipient's sole responsibility to coordinate activities among itself, the County, and the Recipient's insurer(s) so that the insurance certificates are acceptable to and accepted by County within the time limits set forth in this Contract. The County shall be listed as an additional insured on all insurance coverage required by this Contract, except Workers' Compensation insurance. The Recipient shall, upon ten (10) days' prior written request from the County, deliver copies to the County, or make copies available for the County's inspection at Recipient's place of business, of any and all insurance policies that are required in this Contract. If the Recipient fails to deliver or make copies of the policies available to the County; fails to obtain replacement insurance or have previous insurance policies reinstated or renewed upon termination or cancellation of existing required coverages; or fails in any other regard to obtain coverages sufficient to meet the terms and conditions of this Contract, then the County may, at its sole option, terminate this Contract.

5.7 Indemnification. The Recipient shall indemnify and save harmless the County, its agents, officials, and employees from and against any and all claims, liabilities, losses, damage, or causes of action which may arise from any misconduct, negligent act, or omissions of the Recipient, its agents, officers, or employees in connection with the performance of this Contract.

5.8 Public Records. The Recipient agrees to comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).. The Recipient shall comply with Florida's Public Records Law. Specifically, the Recipient shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service.
- (2) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in chapter 119 or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4) Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Recipient upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

Failure of the Recipient to comply with these requirements shall be a material breach of this Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**(772)226-1424**

**PUBLICRECORDS@IRCGOV.COM**

**Indian River County of the County Attorney**

**1801 27<sup>th</sup> Street**

**Vero Beach, FL 32960**

6. Termination. This Contract may be terminated by either party, without cause, upon thirty (30) days prior written notice to the other party. In addition, the County may terminate this Contract for convenience upon ten (10) days prior written notice to the Recipient if the County determines that such termination is in the public interest.
7. Availability of Funds. The obligations of the County under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Indian River County.
8. Standard Terms. This Contract is subject to the standard terms attached hereto as Exhibit C and incorporated herein in its entirety by this reference.
9. Sovereign Immunity. Nothing herein shall constitute a waiver of the County's sovereign immunity.

IN WITNESS WHEREOF, County and Recipient have entered into this Contract on the date first above written. INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS

By: Joseph E. Flescher  
Commissioner Joseph E. Flescher, Chairman



Attest: Jeffrey R. Smith, Clerk of Courts & Comptroller  
By: Jeffrey R. Smith  
Deputy Clerk

Approved: Jason Brown  
Jason Brown, County Administrator

Approved as to form and legal sufficiency:  
Dylan Reingold  
Dylan Reingold, County Attorney

RECIPIENT:

By: [Signature] Agency Name: Education Foundation of IRC

**EXHIBIT A**

[Copy of proposal cover page]

## PROGRAM HEADER - COVER PAGE

---

**Organization Name \***

Education Foundation of Indian River County, Inc.

**Executive Director \***

Cynthia Falardeau

**E-mail \***

director@edfoundationirc.org

**Address \***

P.O. Box 7046, Vero Beach, FL 32961

**Telephone \***

(772) 564-0034

**Fax**

(772) 564-0761

**Program Director \***

Mary Miner

**E-mail \***

mary@edfoundationirc.org

**Address \***

P.O. Box 7046, Vero Beach, FL 32961

**Telephone \***

(772) 564-0034

**Fax**

**Program Title \***

Program Manager

**Priority Need Area Addressed \***

Early Childhood Development

**Brief Description of the Program \***

The Education Foundation, in partnership, with the School District of Indian River County (SDIRC) seeks to increase Kindergarten readiness rates for 4- and 5-year-old children by extending the school year with 29 instructional days. This proposal seeks to replicate and expand the STEP into Kindergarten (STEP - Summer Transition Enrichment) program's success that extends the school year through the end of July 2018 with priority given to the students identified as homeless, migrant and students residing in school zones with the highest poverty percentages.

The Education Foundation collaborates with the SDIRC to leverage the community's investment in our schools with the goal of achieving excellence for students and educators. We work together to fund-raise, administer and implement programs like STEP into K to prepare 4 and 5 year old children to arrive at Kindergarten prepared to begin their academic careers.

]

**EXHIBIT B**

[From policy adopted by Indian River County Board Of County Commissioners on February 19, 2002]

**"D. Nonprofit Agency Responsibilities After Award of Funding**

Indian River County provides funding to all nonprofit agencies on a reimbursement basis only.

All reimbursable expenses must be documented by an invoice and/or a copy of the canceled check. Any expense not documented properly to the satisfaction of the Office of Management & Budget and/or the County Administrator may not be reimbursed.

If an agency repeatedly fails to provide adequate documentation, this may be reported to the Board of Commissioners. In the event an agency provides inadequate documentation on a consistent basis, funding may be discontinued immediately. Additionally, this may adversely affect future funding requests.

Expenditures may only be reimbursed from the fiscal year for which funding was awarded. For example, no expenditures prior to October 1<sup>st</sup> may be reimbursed with funds from the following year. Additionally, if any funds are unexpended at the end of a fiscal year, these funds are not carried over to the next year unless expressly authorized by the Board of Commissioners.

All requests for reimbursement at fiscal year end (September 30<sup>th</sup>) must be submitted on a timely basis. Each year, the Office of Management & Budget will send a letter to all nonprofit agencies advising of the deadline for reimbursement requests for the fiscal year. This deadline is typically early to mid October, since the Finance Department does not process checks for the prior fiscal year beyond that point.

Each reimbursement request must include a summary of expenses by type. These summaries should be broken down into salaries, benefits, supplies, contractual services, etc. If Indian River County is reimbursing an agency for only a portion of an expense (e.g. salary of an employee), then the method for this portion should be disclosed on the summary. The Office of Management & Budget has summary forms available.

Indian River County will not reimburse certain types of expenditures. These expenditure types are listed below.

- a. Travel expenses for travel outside the County including but not limited to; mileage reimbursement, hotel rooms, meals, meal allowances, per Diem, and tolls. Mileage reimbursement for local travel (within Indian River County) is allowable.
- b. Sick or Vacation payments for employees. Since agencies may have various sick and vacation pay policies, these must be provided from other sources.
- c. Any expenses not associated with the provision of the program for which the County has awarded funding.
- d. Any expense not outlined in the agency's funding application.

The County reserves the right to decline reimbursement for any expense as deemed necessary."



**EXHIBIT C  
STANDARD TERMS FOR GRANT CONTRACT**

1. **Notices:** Any notice, request, demand, consent, approval or other communication required or permitted by this Contract shall be given or made in writing, by any of the following methods: facsimile transmission; hand delivery to the other party; delivery by commercial overnight courier service; or mailed by registered or certified mail (postage prepaid), return receipt requested at the addresses of the parties shown below.

County: Brad E. Bernauer, Director  
Indian River County Human Services  
1800 27<sup>TH</sup> Street  
Vero Beach, Florida 32960-3365

Recipient:

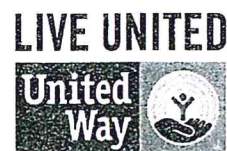
2. **Venue; Choice of Law:** The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida, only. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Contract, or any breach hereof, as well as any litigation between the parties, shall be Indian River County, Florida for claims brought in state court, and the Southern District of Florida for those claims justifiable in federal court.
3. **Entirety of Agreement:** This Contract incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Contract that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms and conditions contained herein shall be effective unless contained in a written document signed by both parties.
4. **Severability:** In the event any provision of this Contract is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Contract, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law. To that extent, this Contract is deemed severable.
5. **Captions and Interpretations:** Captions in this Contract are included for convenience only and are not to be considered in any construction or interpretation of this Contract or any of its provisions. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.
6. **Independent Contractor:** The Recipient is and shall be an independent contractor for all purposes under this Contract. The Recipient is not an agent or employee of the County, and any and all persons engaged in any of the services or activities funded in whole or in part performed pursuant to this Contract shall at all times and in all places be subject to the Recipient's sole direction, supervision, and control.
7. **Assignment:** This Contract may not be assigned by the Recipient without the prior written consent of the County.

May 25, 2017

Ms. Cathy Filusch  
Board President  
Education Foundation of Indian River County, Inc.  
P.O. Box 7046  
Vero Beach, FL 32961-7046

P.O. Box 1960  
Vero Beach, FL 32961-1960  
tel: 772-567-8900  
UnitedWayIRC.org  
VolunteerIndianRiverCounty.org

United Way Center  
1836 14th Avenue  
Vero Beach, FL 32960



United Way of  
Indian River County

Dear Ms. Filusch,

On behalf of the Board of Directors of United Way IRC and our citizens review volunteers I want to thank you for your participation in this year's community investment process. I'd also like to thank your staff and volunteers; the insight they provide to the review panels is crucial to the decision-making process.

This letter serves as official notification that Education Foundation of Indian River County, Inc. will receive funds for the 2017/18 and 2018/19 fiscal years beginning July 15, 2017 as detailed below:

STEP into Kindergarten      \$ 35,000

Funding decisions were based on your agency's application, measurable outcomes, the site visit and/or agency presentation, the demonstrated strengths, growth opportunities and effectiveness of your organization and program(s) and, of course, available dollars. One-twelfth of your annual allocation will be forwarded via electronic transfer on July 15 and the remainder will be paid in equal monthly installments.

Enclosed is an evaluation sheet which captured key comments made by volunteers throughout the grant review process. Please make sure you review the document carefully. Also, please sign and return the Memorandum of Agreement together with the Counterterrorism Compliance Certificate no later than June 30, 2017.

We are proud of our partnership with Education Foundation of Indian River County, Inc. and believe that together we are making a difference in our community. Congratulations and thank you for the important work that you do.

Sincerely yours,

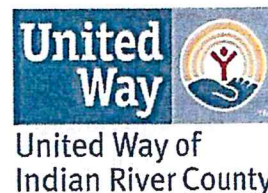
A handwritten signature in black ink, appearing to read "Nate Bruckner", with a long horizontal flourish extending to the right.

Nate Bruckner  
Director of Community Impact

Encl. (1) MOA, (2) Evaluation Sheet, (3) Counterterrorism Compliance Certificate

cc: Ms. Cynthia Falardeau, Executive Director

**FY2017-19 Memorandum of Agreement  
Between United Way of Indian River Co. and  
Education Foundation of Indian River County, Inc.**



**Both United Way of Indian River County [UWIRC] and the funded partner  
Education Foundation of Indian River County, Inc., agree to:**

Honor this agreement for a two year period, the term of funding, unless either party requests in writing, the termination or modification of this agreement.

United Way of Indian River County reserves the right at any time during this agreement to reduce or withhold funding, require the funded partner to reimburse funding, place the funded partner on probationary status or terminate the agreement if any of the following conditions occur:

- Failure on the part of the funded partner to adhere to the standards or policies set forth and covered in this agreement.
- Failure on the part of the program to deliver the agreed upon services and outcome measures.
- Significant changes in conditions that result in the inability of the funded partner to effectively operate the program.
- Projected Campaign revenue is not met.

During the course of this agreement, it is the responsibility of both UWIRC and the funded partner to communicate any topics of concern and to consult in a timely matter when significant changes, issues, or misunderstandings arise.

**2017-2019 Funding Stipulations: No Stipulations**

In the event of unforeseen circumstances related to the availability of funds, UWIRC reserves the right to adjust funding.

**United Way of Indian River County agrees to:**

1. Represent the communities we serve in an exemplary fashion, with a diverse and representative Board of Directors.
2. Practice nondiscrimination in the employment and promotion of staff, recruitment and utilization of program volunteers and in the delivery of services to clients.
3. Respect the funded partner's autonomy and right to determine its own policies, procedures and programs in meeting its mission and vision statements.

4. Implement the UWIRC Community Impact Agenda, incorporating community input and involvement in the process.
5. Continually assess and seek solutions to community needs, including serving as a community facilitator when appropriate. Conduct public relations program to promote the understanding of community issues, support of funded partners and understanding of UWIRC's role in addressing community needs.
6. Conduct an annual county-wide fundraising campaign to meet the needs of the county as determined by the UWIRC Board of Directors.
7. Be a responsible steward of funds contributed to UWIRC by:
  - a. Allocating financial resources based upon community needs and assets available and a community/volunteer based review process.
  - b. Following the accepted accounting principles and have an annual independent audit.
  - c. Monitoring the performance of funded programs against the outcomes stated in the original funding proposal.
8. Provide funded partners support through volunteer referrals, in-kind donations as available, group project opportunities, technical assistance, opportunities to network and other appropriate information. UWIRC staff will avoid any involvement with a current or potential UWIRC grantee which conflicts or appears to conflict with the best interest of UWIRC and is not deemed to be appropriate by the UWIRC Board of Directors.

**The funded partner, Education Foundation of Indian River County, Inc., agrees to:**

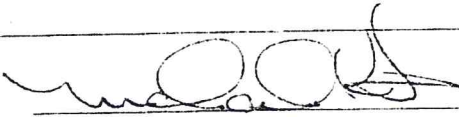
1. Accept the allocation of funds to operate programs and deliver services to support the purposes of the grant during the funding period. Any grant funds not expended for the purposes of the grant within the funding period will be returned to UWIRC.
2. Immediately notify UWIRC regarding any legal, financial, organizational issues, primary staff changes, or program changes within the funding period which may impact the funded partner's ability to operate and /or deliver stated services.
3. Submit all required documentation within UWIRC's guidelines and required timelines. Required documentation includes but is not limited to: Memorandum of Agreement, Anti-Terrorism Compliance Measures, 6-month Progress Report on outcomes and financials, and Year End Reports.
4. Support UWIRC by:
  - a. Participating in UWIRC workplace campaigns by serving in the role of Agency Speaker, when available.
  - b. Give consideration to running a workplace campaign.

- c. Publicize UWIRC partnership at every opportunity.
  - d. To inform UWIRC of scheduled capital fundraising events.
  - e. NOT to solicit financial support from employee groups at the workplace.
  - f. Attending UWIRC Quarterly Agency Executives meetings.
  - g. Assisting in identifying service recipients to participate in community planning where appropriate.
5. Promote the partnership with UWIRC and the funding to the funded partner by:
- a. Including the most up to date UWIRC logo and a link to [www.unitedwayirc.org](http://www.unitedwayirc.org) on your website.
  - b. Use the UWIRC logo on agency stationery, brochures and other printed materials. Include UWIRC affiliation in copy in all press releases distributed to media (e.g., newspaper, radio, TV, periodicals); it is not sufficient to include logo only on letterhead.
  - c. Recognizing UWIRC funding in your annual report.
  - d. Updating organizational and program information (including taxonomic links in the database) with 2-1-1 Palm Beach/Treasure Coast every six (6) months beginning July 2017 and ending at the expiration of the contract funding term.
  - e. Actively maintaining current information on all organizational and program volunteer opportunities on [www.volunteerindianrivercounty.org](http://www.volunteerindianrivercounty.org)
6. Submit financial documentation, based on their annual gross revenue, at the time of submission of the Year End Report or within four months following the completion of the funded partner's fiscal year:
- a. Funded partners with operating budgets in excess of \$100,000 must be audited annually by an independent CPA. Agencies with operating budgets of \$100,000 or less may submit a financial review in lieu of an annual audit.

**Mandatory Agency Requirements:**

1. Funded partner provides services for Indian River County residents.
2. Funded partner has a volunteer Board of Directors representative of the service delivery area. The Board maintains rotation procedures and regularly scheduled meetings. The duties and responsibilities of the Board are defined in writing.
3. Funded partner has an effective fiscal management system including complete and accurate financial records of all income and expenses by funded programs. UWIRC has the right to review and request this information as needed, with appropriate notice to the funded partner.

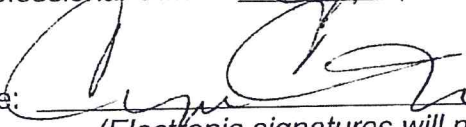
4. Funded partner maintains written personnel policies, guidelines and job descriptions for program staff and volunteers.
5. Funded partner practices nondiscrimination in the employment and promotion of staff, recruitment and utilization of program volunteers and in the delivery of services to clients. Funded partner has a written and enforced affirmative action plan, grievance procedure, non-discrimination policy and sexual harassment policy.
6. Funded partner is determined by the Internal Revenue Service to be an organization described in section 501(c) 3 of the Internal Revenue Code of 1986. If the determination is revoked or modified, please notify UWIRC immediately. UWIRC will not be required to make any payment hereunder if funded partner loses its federal tax-exempt status.

Reviewed and approved by:   
Michael Kint, CEO, UWIRC      June 1, 2017

**Please read carefully, sign and return by June 30, 2017.**

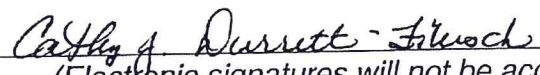
The contents of the Memorandum of Agreement have been reviewed and approved by:

Chief Professional Officer: CYNTHIA FARADON  
Print Name

Signature:   
(Electronic signatures will not be accepted)

Date: 6/8/17

Chief Volunteer Officer: CATHY FILUSCH  
Print Name

Signature:   
(Electronic signatures will not be accepted)

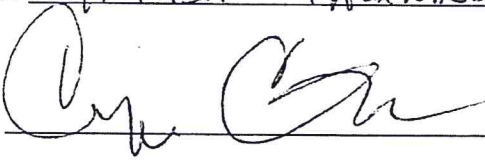
Date: 6/8/17

## ANTI-TERRORISM COMPLIANCE MEASURES

In compliance with the USA PATRIOT Act and other counterterrorism laws, the **United Way of Indian River County** requires that each funded partner certify the following:

"I hereby certify on behalf of The Education Foundation of IREC that all United Way funds and donations will be used in compliance with all applicable anti-terrorist financing and asset control laws, statutes and executive orders."

Print Name: Cynthia Foxman Title: Executive Director

Signature:  Date: 6/8/2017





**This page intentionally left blank.**

# SEBASTIAN RIVER HIGH SCHOOL

9001 Shark Boulevard 0 Sebastian, Florida 32958

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

January 4, 2018

Dr. Peggy Jones,

Sebastian River High School Girls & Boys Rugby coach, Mr. Alan Dobson, requests permission to travel to Charlotte, NC to attend the North Carolina Youth Rugby Festival March 2-4. Travel arrangements and funding for the expenses will be secured by the individual families and fundraising activities of the booster club. All travel costs are fully met by both teams.

Travel days would be March 2 & 4 and students will be playing in three games on March 3 & 4. The group will travel by bus via district approved vendor, American Viking. A detailed itinerary is attached and lodging arrangements will be made once the team receives board approval.

The Rugby team has made this trip twice previously - with the girls winning it once and runners up the second time. This will be a fabulous experience for all players as there will be many college coaches present. The team has had great success in past years and they have my support to take the trip. Thank you in advance for your consideration of this request and subsequent request for approval from the School Board,

Sincerely,

Todd Racine

"You Can't Hide That Shark Pride"

Todd Racine  
Principal

Dariyall Brovm  
Assistant Principal

Michele Holmes  
Assistant Principal

Kelly Ward  
Assistant Principal

William Wilson 111  
Assistant Principal

Madison Cama  
Guidance Counselor

Kim OKeefe  
Guidance Counselor

Wendy Palmer  
Guidance Counselor

Lynn Phillips  
Guidance Counselor

Enrique Valencia  
Guidance  
Counselor

School District of Indian River County

All games times are approx. at the moment as we are waiting for a final schedule  
Transportation will be provided through Viking bus transportation as in previous 2 years

Coaches on Bus — Allan Dobson, Peter Dobson, Christina Kellerman, Pip Trew, Michael Fitzpatrick, Michael Bunten

# ACORD@ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/28/2017

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 Integro USA Inc.<br>d/b/a Integro Insurance Brokers<br>2727 Paces GA 303%Fer Road, Building Two,<br>Suite 1500 Atlanta, |  | CONTACT NAME:<br>PHONE (A/C No. Ext): <b>678-324-3300</b> FAX<br>PHONE A/C No : 678-324-3303<br>E-MAIL ADDRESS: s ort inte ro rou .com |       |
|  |  | INSURER S AFFORDING COVERAGE   |       |
|  |  | INSURER A : Everest National Insurance Com an  | 10120 |
| INSURED<br>United States of America Rugby Football Union<br>USA Rugby<br>2655 Crescent Drive<br>Lafayette CO 80026               |  | INSURER B :  |       |
|  |  | INSURER C :  |       |
|  |  | INSURER D :  |       |
|  |  | INSURER E :  |       |
|  |  | INSURER F :  |       |

COVERAGES CERTIFICATE NUMBER: 39573479 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 | TYPE OF INSURANCE  | ADDL SUBR | POLICY NUMBER  | POLICY EFF MM/DD/YYYY | POLICY EXP M MIDD/YYYY | LIMITS   |
|------|--|-----------|----------------|-----------------------|------------------------|--|
| A    | COMMERCIAL GENERAL LIABILITY<br><input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Participant Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT LOC<br><input type="checkbox"/> OTHER: Event |           | S18ML00180-171 | 9/1/2017              | 9/1/2018               | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES Ea occurrence \$1,000,000<br>MED EXP (Any one person) s Excluded<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$2,000,000 |
|      | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED SCHEDULED AUTOS ONLY<br><input type="checkbox"/> HIRED NON-OWNED AUTOS ONLY<br><input type="checkbox"/> AUTOS ONLY   |           |                |                       |                        | COMBINED SINGLE LIMIT Ea accident s<br>BODILY INJURY (Per person) S<br>BODILY INJURY (Per accident) S<br>PROPERTY DAMAGE Per accident  |
|      | UMBRELLA LIAB EXCESS LIAB<br><input type="checkbox"/> OCCUR CLAIMS-MADE<br>DED RETENTION S   |           |                |                       |                        | EACH OCCURRENCE s<br>AGGREGATE   |
|      | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>(Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below   |           |                |                       |                        | PER STATUTE 0TH*<br>EACH EL. ACCIDENT s<br>E.L. DISEASE - EA EMPLOYEE S<br>E.L. DISEASE - POLICY LIMIT   |
| A    | Sexual Abuse and Molestation   |           | S18ML00180-171 | 9/1/2017              | 9/1/2018               | \$1,000,000 Any One Occurrence<br>\$2,000,000 Aggregate Limit  |

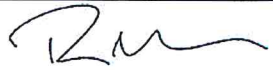
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is an additional insured, but only with respect to liability arising out of the Named Insured's activities or operations. Coverage applies to all club practices and games. No coverage applies for ANY tournament unless the tournament is sanctioned and pre-approved by USA Rugby. Participant Legal Liability coverage is included in the General Liability limit. The USA Rugby member club named below is a Named Insured as of the date of certificate issuance until policy expiration. Sebastian River High School Boys Varsity

CERTIFICATE HOLDER

CANCELLATION

Sebastian River High School Boys Varsity  
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   
Randy Melcher

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

39573479 2017-1B GL only - Additional insured kdyke@usarugby.org 12/28/2017

AM (PST) | Page 1. of 2

Policy Number: S18ML00180-171

COMMERCIAL GENERAL LIABILITY

ECG 20 600 05 09

**THIS ENDORSEMENT CHANGES THE COVERAGE PART. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. Section II — Who Is An Insured is amended to include as an additional insured any person or organization with whom you have a written agreement that such person or organization be added as an additional insured on your Coverage Part. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - 2. The acts or omissions of those acting on your behalf;
    - in the performance of your operations for an additional insured.
- B. The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.
- C. The Limits of Insurance afforded to an additional insured shall be the lesser of the following:
  - 1. The Limits of Insurance required by the written agreement between the parties; or
  - 2. The Limits of Insurance provided by this Coverage Part.
- D. With respect to the insurance afforded to an additional insured, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employ-



| ATTACHED TO AND FORMING A PART OF POLICY NUMBER | ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME) | NAMED INSURED                   | AGENT NO. |
|---|---|---------------------------------|-----------|
| CPS2922306                                      | 03/02/2018  | SCHOOL DISTRICT OF INDIAN RIVER | 09012     |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CHANGE ENDORSEMENT**

- No Change In Premium
- Additional Premium \_\_\_\_\_
- Return Premium \_\_\_\_\_
- State Tax \_\_\_\_\_
- Stamping Fee \_\_\_\_\_
- Total Premium \_\_\_\_\_


It is understood and agreed that:

- |   |   |  |
|---|---|--|
| 1. Rate Basis..... <input type="checkbox"/>           | 9. Classification Deleted..... <input type="checkbox"/>           | 16. Mortgagee Deleted..... <input type="checkbox"/>  |
| 2. Premium..... <input type="checkbox"/>              | 10. Mailing Address of the Insured..... <input type="checkbox"/>  | 17. Loss Payee Added..... <input type="checkbox"/>   |
| 3. Limits of Insurance..... <input type="checkbox"/>  | 11. Description of Property Covered..... <input type="checkbox"/> | 18. Loss Payee Deleted..... <input type="checkbox"/> |
| 4. Inception Date..... <input type="checkbox"/>       | 12. Coverage..... <input checked="" type="checkbox"/>             | 19. Deductible..... <input type="checkbox"/>         |
| 5. Expiration Date..... <input type="checkbox"/>      | 13. Additional Insured Endorsement..... <input type="checkbox"/>  | 20. Other..... <input type="checkbox"/>              |
| 6. Name of Insured..... <input type="checkbox"/>      | 14. Endorsement..... <input type="checkbox"/>                     | _____  |
| 7. Location of Property..... <input type="checkbox"/> | 15. Mortgagee Added..... <input type="checkbox"/>                 | _____  |
| 8. Classification Added..... <input type="checkbox"/> |   | _____  |

- Is Amended to Read as Follows
- The Following Form(s) is/ are made a part of the Policy
- The Following Form(s) is/ are Deleted from the Policy

IN CONSIDERATION OF NO CHANGE IN PREMIUM, IT IS HEREBY UNDERSTOOD AND AGREED THAT THE SPECIAL EVENT ADDED ON ENDORSEMENT NO. 1 IS AMENDED TO READ "SEBASTIAN RIVER HIGH SCHOOL RUGBY TRIP TO NORTH CAROLINA YOUTH RUGBY FESTIVAL 3/2/18 - 3/4/18."

ALL OTHER TERMS AND CONDITIONS SHALL REMAIN UNCHANGED.



---

AUTHORIZED REPRESENTATIVE

/ 02/08/2018 SAW  
DATE

**This page intentionally left blank.**



**INDIAN RIVER COUNTY SCHOOL DISTRICT  
 TECHNICAL CENTER FOR CAREER & ADULT EDUCATION  
 EXTENDED DAY SUMMER CAMP  
 FEE SCHEDULE  
 June 4, 2018 – AUGUST 3, 2018**

|   | <b>Fees for Summer Camp</b>  |
|---|--|
| <i>One-Time Processing Fee (non-refundable)</i> | \$10.00 per child  |
| <i>Full Day Week (Monday-Friday)</i>            | \$100.00 per week  |
| <i>Half Day Week*</i>                           | \$50.00 per week, per child  |
| <i>Late Pick-Up Fee</i>                         | \$10.00 per child for every 15 minutes or portion thereof past 6:00 p.m. |
| <i>Late Penalty Fee for non-payment</i>         | \$10.00 per child, per week  |

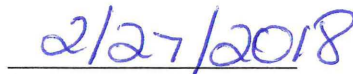
\* The \$50.00 half day rate applies to **only the students that attend summer school in the morning.**

Extended Day Summer Camp is held June 4, 2018 through August 3, 2018 from 7 a.m. to 6 p.m. Summer Camps will be held at Vero Beach Elementary and Sebastian Elementary. **Closed July 4, 2018.** Tuition must be paid weekly for child to attend the following week.

School Board Approval:



Signature Shawn Frost, Chairman SDIRC



Date

**This page intentionally left blank.**



## 2017-2018 INSTRUCTIONAL MATERIALS ADOPTION TIMELINE:

### Science K-12

| Event  | Date  | Description   | Contact  |
|--|---|---|--|
| Instructional Materials Committees Formed                              | Aug. 31-Sept. 14, 2017                          | Steps 1-3 of the <i>Procedure for Instructional Materials Adoption</i> :<br>All principals and teachers in this year's adoption content areas informed of Adoption and invited to make committee recommendations.<br>K. Baysura/Dr. Jones selects committee members and selects Chairs.   | Kelly Baysura/<br>Dr. Peggy Jones  |
| Committee Meetings #1  | Sept. 25, 2017<br>Location – TEC<br>3:30p.m     | Step 4 of the <i>Procedure for Instructional Materials Adoption</i> :<br>Meetings to review timeline, establish protocol and procedures.<br>Committee Chair selected  | Kelly Baysura/<br>Dr. Peggy Jones  |
| Contact Publishers   | Sept. 26 – Oct. 12, 2017<br>Specialists         | Step 5 of the <i>Procedure for Instructional Materials Adoption</i> :<br>Specialists contact publishers & set appointments for Overview Presentations to the Committees. Plan Extravaganza.   | Kelly Baysura/<br>Dr. Peggy Jones  |
| Committee Meetings #2  | Oct. 23, 2017<br>Location – TEC<br>3:30p.m      | Publisher Presentations to Committees   | Kelly Baysura/<br>Dr. Peggy Jones  |
| Textbook Extravaganza  | Oct. 30, 2017<br>Location – TEC<br>4:00-7:00p.m | Publishers display materials.<br>All teachers in this year's adoption content areas and parents may preview materials and talk with publishing company representatives.   | Kelly Baysura/<br>Dr. Peggy Jones  |
| Instructional Materials Review   | Nov. 02–Dec. 18, 2017                           | Step 6 of the <i>Procedure for Instructional Materials Adoption</i> :<br>Committee Members facilitate review of instructional materials at each school site using Evaluation Rubric provided by SDIRC.  | Kelly Baysura/<br>Dr. Peggy Jones  |
| Committee Meetings #3  | Dec. 19, 2017<br>Location: LICR<br>3:30p.m      | Steps 7-8 of the <i>Procedure for Instructional Materials Adoption</i> :<br>Committees meet to collect and analyze data from each school's rubric submission. Committee works to achieve consensus and then makes recommendation to the Superintendent for materials to be adopted.   | Kelly Baysura/<br>Dr. Peggy Jones  |
| 20 - Calendar day Public Review of Recommended Instructional Materials | Dec. 21, 2017 –<br>Jan. 22, 2018                | Step 9 of the <i>Procedure for Instructional Materials Adoption</i> :<br>Read-only editions of the recommended instructional materials will be posted on the SDIRC website and student editions will be displayed at the District Office.<br>Parents will be notified via SDIRC website, Ed-Connect call, and a flyer.<br>Residents will be notified via SDIRC website. | D Kelly Baysura/<br>Dr. Peggy Jones<br>AND<br>Ravi Annam,<br>Webmaster<br>(772-564-3210) |
| Presentation to School Board Members                                   | Feb 13, 2018<br>During Workshop                 | Presentation to the School Board of recommended materials   | Pamela Dampier/<br>Kelly Baysura or Dr.<br>Peggy Jones                                   |
| Notice of Public Hearing   | Feb. 19, 2018                                   | Step 10 of the <i>Procedure for Instructional Materials Adoption</i> :<br><i>Notice of Public Hearing posted, including a list of materials recommended for adoption.</i>   | Nancy Esplen,<br>Executive Assistant to<br>the School Board<br>(772) 564-3200            |



## 2017-2018 INSTRUCTIONAL MATERIALS ADOPTION TIMELINE:

### Science K-12

| Event  | Date                                  | Description  | Contact   |
|--|---------------------------------------|--|---|
| School Board Hearing   | Feb. 27, 2018<br>During Board Meeting | <p>Step 10 + 11 of the <i>Procedure for Instructional Materials Adoption</i>:<br/>School Board conducts public hearing to receive public comments about instructional materials recommended.</p> <p>After the Public Hearing and the Superintendent presents his recommendations, the School Board votes on the recommended instructional materials for the specified subject areas.</p>   | SDIRC School Board and Superintendent   |
| 30- Calendar Day Contest Period                                  | Feb. 28 – Mar. 29, 2018               | <p>Step 12 of the <i>Procedure for Instructional Materials Adoption</i>:</p> <p>A parent of an enrolled student or resident will have 30 calendar days from the date of the Board’s adoption to file a petition. Links to the materials and petition forms will be available on the district website<br/> <a href="https://www.indianriverschools.org/curriculum-and-instruction/63-curriculum-adoption-documents">https://www.indianriverschools.org/curriculum-and-instruction/63-curriculum-adoption-documents</a><br/> <b>Please email completed forms to:</b><br/> <a href="mailto:Peggy.Jones@indianriverschools.org">Peggy.Jones@indianriverschools.org</a></p> | Judy Smith,<br>Administrative Assist.,<br>Dept. of Curriculum & Instruction<br>(772-564-3100) |
| Notice to Petitioners  | April 2, 2018                         | <p>Step 12 of the <i>Procedure for Instructional Materials Adoption</i>:</p> <p>Written notice will be provided to the petitioners (parents or residents) of the date and time of the hearing on petitions filed by the <b>March 29, 2018</b> deadline contesting purchase of the recommended instructional materials.</p>   | Nancy Esplen,<br>Executive Assistant to the School Board<br>(772) 564-3200                    |
| Hearing Officer Hearing  | Week of April 9, 2018                 | <p>Step 12 of the <i>Procedure for Instructional Materials Adoption</i>:</p> <p>The hearing officer will conduct a public hearing on all petitions timely received, and provide a recommendation to the School Board.</p>  | Nancy Esplen,<br>Executive Assistant to the School Board<br>(772) 564-3200                    |
| School Board Meeting   | April 24, 2018                        | <p>Step 12 of the <i>Procedure for Instructional Materials Adoption</i>:</p> <p>The School Board will make a final decision on parent/resident petitions, which decision is not subject to further review.<br/>SDIRC Board votes to approve the purchase of Instructional Materials for this year’s adoption content areas for use beginning in the 2018-2019 school year.</p>   | SDIRC School Board  |
| Instructional Materials removed from Website and District Office | April 25, 2018                        | <p>Step 13 of the <i>Procedure for Instructional Materials Adoption</i>:</p> <p>The instructional materials for the specific adoptions will be removed from the website after the public hearing.</p>  | Judy Smith,<br>Administrative Assist.,<br>Dept. of Curriculum & Instruction<br>(772-564-3100) |



# School District of Indian River County

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

Mark J. Rendell, Ed.D. - Superintendent

## s. 1006.31(2), Florida Statutes

(2) EVALUATION OF INSTRUCTIONAL MATERIALS.—To use the selection criteria listed in s. [1006.34\(2\)\(b\)](#) and recommend for adoption only those instructional materials aligned with the Next Generation Sunshine State Standards provided for in s. [1003.41](#). Instructional materials recommended by each reviewer shall be, to the satisfaction of each reviewer, accurate, objective, balanced, noninflammatory, current, free of pornography and material prohibited under s. [847.012](#), and suited to student needs and their ability to comprehend the material presented. Reviewers shall consider for recommendation materials developed for academically talented students, such as students enrolled in advanced placement courses. When recommending instructional materials, each reviewer shall:

- (a) Include only instructional materials that accurately portray the ethnic, socioeconomic, cultural, religious, physical, and racial diversity of our society, including men and women in professional, career, and executive roles, and the role and contributions of the entrepreneur and labor in the total development of this state and the United States.
- (b) Include only materials that accurately portray, whenever appropriate, humankind's place in ecological systems, including the necessity for the protection of our environment and conservation of our natural resources and the effects on the human system of the use of tobacco, alcohol, controlled substances, and other dangerous substances.
- (c) Include materials that encourage thrift, fire prevention, and humane treatment of people and animals.
- (d) Require, when appropriate to the comprehension of students, that materials for social science, history, or civics classes contain the Declaration of Independence and the Constitution of the United States. A reviewer may not recommend any instructional materials that contain any matter reflecting unfairly upon persons because of their race, color, creed, national origin, ancestry, gender, religion, disability, socioeconomic status, or occupation.

## s. 1006.40(3)(d), Florida Statutes

- (d) Any materials purchased pursuant to this section must be:
1. Free of pornography and material prohibited under s. [847.012](#).
  2. Suited to student needs and their ability to comprehend the material presented.
  3. Appropriate for the grade level and age group for which the materials are used or made available.

“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



## Science 2017 – 2018 Instructional Materials

### Committee Meetings

The Science K-12 Committee meetings were held on the following dates in accordance with the Science Timeline.

September 25, 2017 – TEC

October 23, 2017 – TEC

December 19, 2017 – LICR

\*\*\* An Extravaganza was held on October 30, 2017, in the TEC for district teachers, parents, and community members to view the materials/publishers being reviewed.

**School District of Indian River County  
Participant Attendance Roster -- District Inservice**

Date Began: Mon 25-Sep-2017 Date Concluded: Mon 25-Sep-2017 Time: 3:30-6:30pm Component No: 2007002

Name of Workshop: Science Textbook Adoption

Location: TEC

Presenter: Peggy Jones Total Points Available: 1 Point per hour

*John 10/25/17 18 079*

\*\*\* TO RECEIVE INSERVICE PTS, INITIAL UNDER EACH DATE ATTENDED \*\*\*

| Employee_ID | Name                 | Phone         | School | Certification                               | Assignment                              | Initials |  |  |  |  |  | Total |
|-------------|----------------------|---------------|--------|---|---|----------|--|--|--|--|--|-------|
| 1101823     | Bridge, Lisa         | 772-766-0543  | SRHS   | General Science 5-9 & Gifted Endorsement    | General Science Grade 9                 |          |  |  |  |  |  | 1     |
| 1109053     | Butler, Carole ✓     | 564-5469      | VBHS   | Biology 6-12, Chemistry 6-12                | Honor, Pre-AP chemistry, AP chemistry   | CB       |  |  |  |  |  | 3     |
| 1102888     | Clement, Laura ✓     | 7785986       | CES    | Elem. Ed. K-5, Math 5-9, Business 6-12      | 4/5 math/science                        | LC       |  |  |  |  |  | 3     |
| 1102863     | Creech, Deirdre      | 564-3874      | RMS    | Elementary Education/K-6                    | 5th Grade                               |          |  |  |  |  |  | 1     |
| 1110692     | Crespo, Roberto ✓    | 772-564-5146  | SRMS   | Middle Grades Science                       | Teacher                                 | RC       |  |  |  |  |  | 3     |
| 1112783     | Dampier, Pamela      | 772-564-3014  | DO     | Business Education/School Principal         | Asst Supt Curr/Instruction              |          |  |  |  |  |  | 1     |
| 1101584     | Daniel, Karyn ✓      | 564-4249      | SRHS   | Biology                                     | SRHS                                    | KA       |  |  |  |  |  | 3     |
| 1105096     | Davenport, Tammie ✓  | 772-589-0018  | GMS    | K-12 ESE and K-6 General Education          | 6th grade Science                       | TA       |  |  |  |  |  | 3     |
| 1108911     | Demmy, Amy ✓         | 978-8379      | CES    | Elementary K-6                              | Citrus 5th grade                        | AD       |  |  |  |  |  | 3     |
| 1101859     | Halliday, Jill ✓     | 564-3855      | RMS    | Elementary Ed, Primary Ed and ESOL endorsed | Kindergarten Teacher at Rosewood Magnet | JH       |  |  |  |  |  | 3     |
| 1101702     | Hammler, Karin ✓     | 978-8525      | DO     | Elementary Ed.                              | Literacy Coach                          | KA       |  |  |  |  |  | 3     |
| 1106040     | Hiser, Patrick ✓     | 772-567-3270  | DO     | MG General Science, Agriculture 6-12        | Secondary Science Specialist            | PH       |  |  |  |  |  | 3     |
| 1107041     | Jones, Peggy ✓       | (772)564-3209 | DO     | English, School Principal                   | Executive Director of Secondary Ed      | JA       |  |  |  |  |  | 3     |
| 1112850     | Joseph, Marie        | 772-564-5208  | SRMS   | Science/Math                                | Science/Math                            |          |  |  |  |  |  | 1     |
| 1109364     | Keen, Jeramy         | 978-8493      | TCES   |   |   |          |  |  |  |  |  | 1     |
| 1102733     | Marr, Rebecca ✓      | 9788412       | DO     | MS Math Ed                                  | Math Coach                              | RM       |  |  |  |  |  | 3     |
| 1110248     | Marsiglia, Lillian ✓ | 7725381168    | FES    | Elementary Education                        | 1st Grade Teacher                       | LM       |  |  |  |  |  | 3     |
| 1109388     | McGee, John ✓        | 828-559-6465  | VBHS   | Biology 6=12                                | Biology                                 | JA       |  |  |  |  |  | 3     |



Workshop Roster

|                      |                      |              |      |   |                                    |     |  |  |  |  |  |  |
|----------------------|----------------------|--------------|------|---|------------------------------------|-----|--|--|--|--|--|--|
| 1108395              | Martinelli, Joan ✓   | 772-532-0867 | SGMS | 5-9 Science, 5-9 Math, K-6, Gifted Certification                        | teacher                            | AM  |  |  |  |  |  |  |
| 1106139              | Masterson, Schlese ✓ | 3215144303   | OMS  | biology 6-12  | Teacher                            | SM  |  |  |  |  |  |  |
| 1112894              | Morales, Meaghan ✓   | 772-564-6003 | FES  | Elementary Education  | 5th Grade Teacher                  | MA  |  |  |  |  |  |  |
| 1110208              | Rhue, Julie ✓        | 772-519-3870 | OMES | Elem  | 4th grade                          |     |  |  |  |  |  |  |
| 1112493              | Rogers, Dana ✓       | 772-564-3052 | DO   | Math  | Math Coach                         | DR  |  |  |  |  |  |  |
| 1112887              | Shukri, Elizabeth ✓  | 6315597014   | SES  | Elementary Education Birth-6th and ESE K-12                             | 4th Grade                          | ES  |  |  |  |  |  |  |
| 1110613              | Sleeper, Melissa ✓   | 772 234 8125 | GMS  | Elem 1-6, Middle Grades , NBCT EA Science, Educational Leadership, ESOL | Science 8th grade                  | MS  |  |  |  |  |  |  |
| 1108700              | Teske, Rebecca ✓     | 564-3215     | DO   | Elementary Education 1-6  | Elementary Science Specialist      | RT  |  |  |  |  |  |  |
| 1105544              | Wall, Kerri ✓        | 321-2238     | SRHS | English (Grades 6-12), ESOL (Grades K-12), Reading Endorsement          | Teacher, Language Arts, 10th Grade | K.W |  |  |  |  |  |  |
| 1106609              | Wheeler, Michelle ✓  | 5644043      | OMS  | Elementary  | Teacher                            | m.w |  |  |  |  |  |  |
| 1112107              | Wood, Kathleen ✓     | 8017516936   | DES  | Elementary Education  | Teacher                            | KW  |  |  |  |  |  |  |
| 1104278              | Young, Laurie ✓      | 772-538-2993 | DO   | Elementary Ed 1-6, Reading K-12, Language Arts 5-9                      | District Literacy Coach            | LY  |  |  |  |  |  |  |
| Total Registered: 30 |                      |              |      |   |                                    |     |  |  |  |  |  |  |

Signature of Presenter \_\_\_\_\_  
 (Signature verifies successful activity completion which includes follow-up and participant evaluation.)

For Staff Development Use Only Component# \_\_\_\_\_ Sequence# \_\_\_\_\_  
 Session# \_\_\_\_\_

024-2007-SD  
 GS7-Item #65

## Recommendation for Instructional Materials For Science Adoption 2017 - 2018

| Grade Levels            | Adoption Recommendation (Committee Vote after Rubric Reviews)   |
|-------------------------|---|
| K – 2                   | <p><a href="#">Science 4 Us</a> – <b>Click to log in and view</b></p> <ul style="list-style-type: none"> <li>• Select “Student”<br/> <span style="margin-left: 40px;">Username: irstudent1</span><br/> <span style="margin-left: 40px;">Password: 123</span></li> <li>• On line Component, Hands-On 5 E Kits</li> </ul>   |
| 3 – 5                   | <p><a href="#">Discovery Education</a> – <b>Click to log in and view</b></p> <ul style="list-style-type: none"> <li>• <u>Student view</u>: FLIndianRiverScienceS<br/> <span style="margin-left: 40px;">Password: discovery</span></li> <li>• 3- 4 , Techbook, Interactive Student Book, Class Set of Texts, Hands On Kits (Ward)</li> <li>• 5, Techbook, Class Set Texts, Hands-On Kits (Ward)</li> </ul>       |
| 6 – 8                   | <p><a href="#">Discovery Education</a> – <b>Click to log in and view</b></p> <ul style="list-style-type: none"> <li>• Student view: FLIndianRiverScienceS<br/> <span style="margin-left: 40px;">Password: discovery</span></li> <li>• Techbook, Interactive Student Book, Class Set of Texts, Hands-On Kits (Ward)</li> </ul>   |
| Biology                 | <p><a href="#">Discovery Education</a>- <b>Click to log in and view</b></p> <ul style="list-style-type: none"> <li>• Student view: FLIndianRiverScienceS<br/> <span style="margin-left: 40px;">Password: discovery</span></li> <li>• Techbook, Class Set of Texts, Hands- On Kits (Ward)<br/> <span style="margin-left: 40px;">(Schools may decide Interactive Student book for some classes)</span></li> </ul> |
| Environmental Science   | <b>National Geographic</b>  |
| Earth and Space Science | <p><a href="#">Discovery Education</a></p> <ul style="list-style-type: none"> <li>• Student view: FLIndianRiverScienceS<br/> <span style="margin-left: 40px;">Password: discovery</span></li> <li>• Techbook and Class Set of Texts</li> </ul>  |
| Chemistry               | <p><b>Houghton Mifflin Harcourt</b><br/> <a href="https://hnhco.box.com/s/fplsyn0askpu8bkkhj9knu3z3nfo05js">https://hnhco.box.com/s/fplsyn0askpu8bkkhj9knu3z3nfo05js</a></p>  |
| Marine Science          | <p><a href="#">McGraw Hill</a> – <b>Click to log in and view</b></p> <ul style="list-style-type: none"> <li>• Username: FL2018SCIENCE<br/> <span style="margin-left: 40px;">Password: FI2018scistudent</span></li> </ul>  |
| Physics                 | <p><b>Houghton Mifflin Harcourt</b><br/> <a href="https://hnhco.box.com/s/umfq8elyed0f6rrd9k07869mbt251vdg">https://hnhco.box.com/s/umfq8elyed0f6rrd9k07869mbt251vdg</a></p>  |
| Anatomy and Physiology  | <p><b>Goodheart Wilcox</b><br/> <b>(see additional PDF with links)</b></p>  |

Updated – BT 1/8/17

Instructional Materials Review Rubric  
2017-2018 Adoption Cycle

| <b>Publisher:</b>  |   |   |   |   | <b>Reviewer:</b> |  |
|--|---|---|---|---|------------------|--|
| <b>Title:</b>  |   |   |   |   | <b>School:</b>   |  |
| Content  |   |   |   |   |                  |  |
| Indicators   | T | A | M | N | Notes            |  |
| A. ALIGNMENT WITH CURRICULUM REQUIREMENTS<br><ul style="list-style-type: none"> <li>Content <b>must align with the state's standards</b> for the subject, grade level, and learning outcomes.</li> </ul>   |   |   |   |   |                  |  |
| B. LEVEL OF TREATMENT OF CONTENT<br><ul style="list-style-type: none"> <li>The level of complexity or difficulty of content must be appropriate for the standards, student abilities and grade level, and time periods allowed for teaching.</li> </ul>  |   |   |   |   |                  |  |
| C. EXPERTISE FOR CONTENT DEVELOPMENT<br><ul style="list-style-type: none"> <li>Expertise in the content area and in education of the intended students must be reflected in the authors, reviewers, and sources that contributed to the development of the materials.</li> </ul>               |   |   |   |   |                  |  |
| D. ACCURACY OF CONTENT<br><ul style="list-style-type: none"> <li>Content must be accurate in historical context and contemporary facts and concepts.</li> </ul>  |   |   |   |   |                  |  |
| E. CURRENTNESS OF CONTENT<br><ul style="list-style-type: none"> <li>Content must be up-to-date for the academic discipline and the context in which the content is presented.</li> </ul>   |   |   |   |   |                  |  |
| F. AUTHENTICITY OF CONTENT<br><ul style="list-style-type: none"> <li>Content should include problem-centered connections to life in a context that is meaningful to students.</li> </ul>   |   |   |   |   |                  |  |
| G. MULTICULTURAL REPRESENTATION<br><ul style="list-style-type: none"> <li>Portrayal of gender, ethnicity, age, work situations, and various social groups must include multicultural fairness and advocacy.</li> </ul>   |   |   |   |   |                  |  |
| H. HUMANITY AND COMPASSION<br><ul style="list-style-type: none"> <li>Portrayal of the appropriate care and treatment of people and animals must include compassion, sympathy, and consideration of their needs and values and exclude hard-core pornography and inhumane treatment.</li> </ul> |   |   |   |   |                  |  |

T- Thoroughly    A – Adequately    M – Minimally    N- Not at all

JWS 08/2017

Instructional Materials Review Rubric  
2017-2018 Adoption Cycle

| Presentation  |   |   |   |   |       |
|---|---|---|---|---|-------|
| Indicators  | T | A | M | N | Notes |
| <b>A. COMPREHENSIVENESS OF STUDENT AND TEACHER RESOURCES</b> <ul style="list-style-type: none"> <li>Resources must be complete enough to address the targeted learning outcomes without requiring the teacher to prepare additional teaching materials for the course.</li> </ul> |   |   |   |   |       |
| <b>B. ALIGNMENT OF INSTRUCTIONAL COMPONENTS</b> <ul style="list-style-type: none"> <li>All components of an instructional package must align with each other, as well as with the curriculum.</li> </ul>  |   |   |   |   |       |
| <b>C. ORGANIZATION OF INSTRUCTIONAL MATERIALS</b> <ul style="list-style-type: none"> <li>The structure and format of materials must have enough order and clarity to allow students and teachers to access content and explicitly identify ideas and sequences.</li> </ul>        |   |   |   |   |       |
| <b>D. READABILITY OF INSTRUCTIONAL MATERIALS</b> <ul style="list-style-type: none"> <li>Narrative and visuals should engage students in reading or listening as well as in understanding of the content at a level appropriate to the students' abilities.</li> </ul>             |   |   |   |   |       |
| <b>E. PACING OF CONTENT</b> <ul style="list-style-type: none"> <li>The amount of content presented at one time or the pace at which it is presented must be of a size or rate that allows students to perceive and understand it.</li> </ul>                                      |   |   |   |   |       |
| <b>F. EASE OF USE OF MATERIALS</b> <ul style="list-style-type: none"> <li>Both print and other media formats of instructional materials must be easy to use and replace and be durable enough for multiple uses over time.</li> </ul>   |   |   |   |   |       |

T- Thoroughly    A – Adequately    M – Minimally    N- Not at all

JWS 08/2017

Instructional Materials Review Rubric  
2017-2018 Adoption Cycle

| Learning   |   |   |   |   |       |
|--|---|---|---|---|-------|
| Indicators   | T | A | M | N | Notes |
| <b>A. MOTIVATIONAL STRATEGIES</b> <ul style="list-style-type: none"> <li>Instructional materials must include features to maintain learner motivation.</li> </ul>  |   |   |   |   |       |
| <b>B. TEACHING A FEW “BIG IDEAS”</b> <ul style="list-style-type: none"> <li>Instructional materials should thoroughly teach a few important ideas, concepts, or themes.</li> </ul>   |   |   |   |   |       |
| <b>C. EXPLICIT INSTRUCTION</b> <ul style="list-style-type: none"> <li>Instructional materials must contain clear statements of information and outcomes.</li> </ul>  |   |   |   |   |       |
| <b>D. GUIDANCE AND SUPPORT</b> <ul style="list-style-type: none"> <li>Instructional materials must include guidance and support to help students safely and successfully become more independent learners and thinkers.</li> </ul> |   |   |   |   |       |
| <b>E. ACTIVE PARTICIPATION OF STUDENTS</b> <ul style="list-style-type: none"> <li>Instructional materials must engage the physical and mental activity of students during the learning process.</li> </ul>                         |   |   |   |   |       |

T- Thoroughly    A – Adequately    M – Minimally    N- Not at all

JWS 08/2017

# 2017 Florida Instructional Materials Elementary Science Evaluation

|                        |                        |
|------------------------|------------------------|
| <b>Textbook Title:</b> | <b>Publisher Name:</b> |
|------------------------|------------------------|

This evaluation was created in partnership with Science and Instructional Materials subject matter experts representing several school districts across Florida. The purpose of this evaluation is to fairly and objectively evaluate the materials provided by the publisher. The materials should assist the teacher in planning for lessons that deliver the content in a variety of engaging and effective methods to meet the needs of all students. The materials should also assess student learning both formatively and summatively, and ultimately, lead to student mastery of the content.

**Scoring:** Please score all line items within a section. Scores range from 1 - 5 Stars. Please provide comments as frequently as possible.

### RATING SCALE



## 1. CONTENT

| Question  | Rating        | Comment |
|---|---------------|---------|
| <b>1.1</b> The core lessons are aligned to all Next Generation Sunshine State Standards in Science.   | 1 2 3 4 5<br> |         |
| <b>1.2</b> There is a sense of purpose identified for both lessons and sections.  | 1 2 3 4 5<br> |         |
| <b>1.3</b> The content is accurate, up-to-date, comprehensive and understandable.   | 1 2 3 4 5<br> |         |
| <b>1.4</b> There are multiple representations of science concepts, procedures, and relationships (graphs, charts, diagrams, etc.).  | 1 2 3 4 5<br> |         |
| <b>1.5</b> The online technology component correlates to both lessons and content.  | 1 2 3 4 5<br> |         |
| <b>1.6</b> In the Teacher Edition (TE), the materials define and encourage the use of critical thinking skills (Cognitive Complexity / DOK) in addition to specific facts and concepts. | 1 2 3 4 5<br> |         |
| <b>1.7</b> The sequence of learning is educationally sound, developmentally appropriate, and follows the District scope and sequence of instruction.                                    | 1 2 3 4 5<br> |         |
| <b>1.8</b> There is a variety of literacy support targeting the science content (trade books, digital readers, leveled readers, etc.).  | 1 2 3 4 5<br> |         |
| <b>1.9</b> The content portrays equity among gender, ethnicity, age, work situations, and multicultural groups.   | 1 2 3 4 5<br> |         |
| <b>Section Subtotal</b>   |               |         |

## 2. INSTRUCTION

| Question  | Rating             | Comment |
|---|--------------------|---------|
| 2.1 The text conveys high expectations (text complexity).   | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| 2.2 The text is offered in a parallel Spanish version.  | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| 2.3 The teaching strategies, materials, and resources address the needs for all students (ESE, ELL, dual language, multiple learning styles).                   | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| 2.4 The lessons include oral and written activities ranging from basic skills to applications (Cognitive Complexity/DOK).                                       | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| 2.5 There is consistent standards-based alignment among the objectives, content, and assessment.  | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| 2.6 The development of the concept moves from the concrete to the pictorial to the abstract, utilizing manipulatives and hands-on activities whenever possible. | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| 2.7 The lessons begin with and includes authentic, real-world situations across the content areas whenever possible.  | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| 2.8 The materials specify and address prerequisite knowledge and/or skills necessary to the learning of the new concept.  | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| 2.9 The lessons engage and motivate students through active learning.   | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| 2.10 The text provides a sufficient number and variety of reinforcements (to include technology) for the lesson or topic.                                       | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| 2.11 The teacher receives text alerts to common mistakes, biases, and/or misconceptions.  | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| <b>Section Subtotal</b>   |                    |         |

## 3. ASSESSMENT

| Question   | Rating             | Comment |
|--|--------------------|---------|
| 3.1 The assessments are aligned to the Next Generation Sunshine State Standards in Science.  | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| 3.2 The assessments are offered in Spanish and other languages such as Haitian Creole.   | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| 3.3 The auditory questions are available for those with a low reading level in English and Spanish.  | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| 3.4 There are a variety of assessments for each chapter or unit including: multiple choice, open response, and interactive labs that assess the complexity of the benchmark. | 1 2 3 4 5<br>☆☆☆☆☆ |         |

|  |                        |  |
|--|------------------------|--|
| <b>3.5</b> The assessments range from diagnostic to evaluative.  | 1 2 3 4 5<br>★ ★ ★ ★ ★ |  |
| <b>3.6</b> There are electronic assessments aligned to standards, chapters or units that can be customized by the teacher.             | 1 2 3 4 5<br>★ ★ ★ ★ ★ |  |
| <b>3.7</b> There are standards-based formative assessments that align with standards-based lesson targets.                             | 1 2 3 4 5<br>★ ★ ★ ★ ★ |  |
| <b>3.8</b> There are a variety of assessments included throughout the text. When appropriate, the assessments include scoring rubrics. | 1 2 3 4 5<br>★ ★ ★ ★ ★ |  |
| <b>3.9</b> There is a computerized test bank included with the instructional materials.  | 1 2 3 4 5<br>★ ★ ★ ★ ★ |  |
| <b>Section Subtotal</b>  |                        |  |






#### 4. FORMAT AND ORGANIZATION

| Question  | Rating                 | Comment |
|---|------------------------|---------|
| <b>4.1</b> The displays of visual information (primary source documents, charts, graphs, photographs, etc.) are meaningful and facilitate learning. | 1 2 3 4 5<br>★ ★ ★ ★ ★ |         |
| <b>4.2</b> The order of chapters and lessons is customizable by the district or publisher to align to the scope and sequence of the district.       | 1 2 3 4 5<br>★ ★ ★ ★ ★ |         |
| <b>4.3</b> The readability level and vocabulary development is appropriate.   | 1 2 3 4 5<br>★ ★ ★ ★ ★ |         |
| <b>Section Subtotal</b>   |                        |         |







#### 5. TEACHER SUPPORT MATERIALS

| Question  | Rating                 | Comment |
|---|------------------------|---------|
| <b>5.1</b> The teacher support materials provide background and content knowledge.  | 1 2 3 4 5<br>★ ★ ★ ★ ★ |         |
| <b>5.2</b> The teacher edition includes suggestions for demonstrating or modeling skills or concepts.   | 1 2 3 4 5<br>★ ★ ★ ★ ★ |         |
| <b>5.3</b> There are prescriptive remediation materials provided and aligned with assessments for diagnosing student achievement and addressing achievement gaps. | 1 2 3 4 5<br>★ ★ ★ ★ ★ |         |
| <b>5.4</b> There are sample questions included to guide higher order thinking. The text notes the level of Cognitive Complexity or Depth of Knowledge.            | 1 2 3 4 5<br>★ ★ ★ ★ ★ |         |
| <b>5.5</b> The TE is well organized, comprehensive and easy to use.   | 1 2 3 4 5<br>★ ★ ★ ★ ★ |         |



|   |  |  |
|---|--|--|
| <b>5.6</b> The ancillary materials scaffold knowledge and support lesson objectives.  | 1 2 3 4 5<br> |  |
| <b>5.7</b> The ancillary materials include versions in English and Spanish.   | 1 2 3 4 5<br> |  |
| <b>5.8</b> The supplementary materials provide remediation resources for lower achieving students and enrichment materials for higher achieving students. | 1 2 3 4 5<br> |  |
| <b>5.9</b> The teacher support materials provide technology applications in English and Spanish.  | 1 2 3 4 5<br> |  |
| <b>5.10</b> There are ebooks and leveled readers available in English and Spanish.  | 1 2 3 4 5<br> |  |
| <b>Section Subtotal</b>   |  |  |

## 6. ELL INSTRUCTIONAL SUPPORT

| <b>Question</b>  | <b>Rating</b>  | <b>Comment</b> |
|--|--|----------------|
| <b>6.1</b> The text is offered in Spanish in print or online.  | 1 2 3 4 5<br>   |                |
| <b>6.2</b> The materials, resources and ancillary materials are offered in Spanish.  | 1 2 3 4 5<br>   |                |
| <b>6.3</b> The materials, resources and ancillary materials are offered in Haitian Creole and Portuguese.  | 1 2 3 4 5<br> |                |
| <b>6.4</b> The language objectives are explicitly identified for the teacher and describe how language will be used to meet a content objective. (Example of a Content Objective: Students will be able to distinguish between liquids, solids, and gases and provide an example of each. Language objective: Students will be able to orally describe characteristics of liquids, solids and gases to a partner.) | 1 2 3 4 5<br> |                |
| <b>6.5</b> The materials, resources and ancillary materials provide scaffolding supports, including sensory, graphic and interactive supports relevant to concept attainment for students to advance within a targeted language proficiency level.   | 1 2 3 4 5<br> |                |
| <b>6.6</b> The materials, resources and ancillary materials address vocabulary usage for all the targeted levels of English language proficiency.  | 1 2 3 4 5<br> |                |
| <b>Section Subtotal</b>  |  |                |

## 7. ESE INSTRUCTIONAL SUPPORT

| Question   | Rating             | Comment |
|--|--------------------|---------|
| 7.1 The materials, resources and ancillary materials identify essential points of instruction and support for language comprehension.  | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| 7.2 The materials, resources and ancillary materials provide support for language comprehension.   | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| 7.3 The text identifies the Aligned Access Point Standards.  | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| 7.4 The Teacher Edition (if provided) identifies the Aligned Access Point Standards within the text.   | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| 7.5 The digital test bank is compatible with the National Instructional Materials Accessibility Standard (NIMAS) accessibility standards, which allows tests to be utilized in alternative formats for students with disabilities.                           | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| 7.6 The online resources have built in accessibility for Presentation and Navigation features, Study Tools and Assistive Technology Supports for all students. (Review Technology & Learning Connections Guide for Flexible Digital Instructional Materials) | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| <b>Section Subtotal</b>  |                    |         |

## 8. CULTURAL DIVERSITY AND GENDER EQUALITY

| Question  | Rating             | Comment |
|---|--------------------|---------|
| 8.1 The text integrates and exposes students to scientists of <b>African</b> descent and their scientific contributions.                    | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| 8.2 There are relevant graphics and images that include <b>Africana</b> content and themes where applicable.                                | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| 8.3 The text integrates and exposes students to scientists of <b>Hispanic</b> and <b>Latino</b> descent and their scientific contributions. | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| 8.4 There are relevant graphics and images that include <b>Hispanic</b> and <b>Latino</b> content and themes where applicable.              | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| 8.5 The text integrates <b>Holocaust</b> and <b>Genocide Studies</b> by exposing students to the relevant scientific information.           | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| 8.6 There are relevant graphics and images that include <b>Holocaust</b> and <b>Genocide Studies</b> content and themes where applicable.   | 1 2 3 4 5<br>☆☆☆☆☆ |         |



# 2017 Florida Instructional Materials Secondary Science Evaluation

|                        |                        |
|------------------------|------------------------|
| <b>Textbook Title:</b> | <b>Publisher Name:</b> |
|------------------------|------------------------|








This evaluation was created in partnership with Science and Instructional Materials subject matter experts representing several school districts across Florida. The purpose of this evaluation is to fairly and objectively evaluate the materials provided by the publisher. The materials should assist the teacher in planning for lessons that deliver the content in a variety of engaging and effective methods to meet the needs of all students. The materials should also assess student learning both formatively and summatively, and ultimately, lead to student mastery of the content.

**Scoring:** Please score all line items within a section. Scores range from 1 - 5 Stars. Please provide comments as frequently as possible.

### RATING SCALE



## 1. FIRST IMPRESSIONS

| Question   | Rating   | Comment |
|--|--|---------|
| <b>1.1</b> At first glance, the content and graphics are relatable and the book appears to be engaging for students.         | 1 2 3 4 5<br> |         |
| <b>1.2</b> The organization of the content aligns with the order that you would teach the standards.                         | 1 2 3 4 5<br> |         |
| <b>1.3</b> The Appendices, Index, Multilingual Glossaries and Table of Contents are included in the text.                    | 1 2 3 4 5<br> |         |
| <b>1.4</b> The Benchmarks are identified at the point of need within the text in the student edition (Reg & Hon)             | 1 2 3 4 5<br> |         |
| <b>1.5</b> The Benchmarks are identified at the point of need within the text in the teacher edition (Reg & Hon)             | 1 2 3 4 5<br> |         |
| <b>1.6</b> There is a parallel Spanish version of the entire submitted program is available.                                 | 1 2 3 4 5<br> |         |
| <b>1.7</b> There is a spoken component available and low reading level Hispanic students can hear the whole book in Spanish. | 1 2 3 4 5<br> |         |
| <b>Section Subtotal</b>  |  |         |

## 2. CONTENT

| Question   | Rating             | Comment |
|--|--------------------|---------|
| <b>2.1</b> The content is aligned to all Standards and Benchmarks identified in the State Course Description (MS: Reg & Adv, HS: Reg & Hon.)                     | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| <b>2.2</b> The order of chapters and lessons is customizable by the district or publisher to align to the scope and sequence of the district.                    | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| <b>2.3</b> The Benchmarks are addressed with all levels of complexity (low, moderate or high) to provide differentiated learning opportunities for each student. | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| <b>2.4</b> The content is scientifically accurate and up-to-date.  | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| <b>2.5</b> The individual concepts are represented in a variety of ways including: text, images, video, graphic organizers, simulations, etc.                    | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| <b>2.6</b> The graphics are meaningful, appropriate, and facilitate learning.  | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| <b>2.7</b> The content is appropriately chunked and presented in a logical sequence.   | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| <b>2.8</b> The content reflects culturally responsive real-world STEM applications.  | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| <b>2.9</b> The content reflects sensitivity and equity among gender, ethnicity, age, work situations and multicultural groups.                                   | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| <b>2.10</b> The recurring themes and concepts are revisited and reinforced across multiple units of instruction.   | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| <b>2.11</b> The opportunities for cross-curricular connections are presented for the teacher.  | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| <b>Section Subtotal</b>  |                    |         |



## 3. INSTRUCTIONAL SUPPORT

| Question  | Rating             | Comment |
|---|--------------------|---------|
| <b>3.1</b> The materials, resources and ancillary materials are prescriptive in addressing the needs of struggling learners through a variety of scaffolding methods. | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| <b>3.2</b> The materials, resources and ancillary materials include oral and written activities across the full range of cognitive complexity.                        | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| <b>3.3</b> There is consistent standards-based alignment among objectives, content, and assessment.   | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| <b>3.4</b> The concept development varies and utilizes manipulatives and hands on demonstrations whenever possible.   | 1 2 3 4 5<br>☆☆☆☆☆ |         |







|  |                        |  |
|--|------------------------|--|
| <b>3.5</b> There is a wide variety of formative assessment strategies and suggestions included with the text.  | 1 2 3 4 5<br>★ ★ ★ ★ ★ |  |
| <b>3.6</b> The materials, resources and ancillary materials specify prerequisite skills or knowledge necessary to achieving mastery of the new content and suggested activities for remediation. | 1 2 3 4 5<br>★ ★ ★ ★ ★ |  |
| <b>3.7</b> The materials, resources and ancillary materials are engaging and promote active learning.  | 1 2 3 4 5<br>★ ★ ★ ★ ★ |  |
| <b>3.8</b> The materials, resources and ancillary materials include a variety of reinforcement and enrichment activities.  | 1 2 3 4 5<br>★ ★ ★ ★ ★ |  |
| <b>3.9</b> The common misconceptions, biases and mistakes are emphasized for the teacher.  | 1 2 3 4 5<br>★ ★ ★ ★ ★ |  |
| <b>3.10</b> The text is at the appropriate grade level.  | 1 2 3 4 5<br>★ ★ ★ ★ ★ |  |
| <b>3.11</b> The reading level is identified by lexile and content is provided at multiple lexile levels to engage students at their appropriate reading level.                                   | 1 2 3 4 5<br>★ ★ ★ ★ ★ |  |
| <b>3.12</b> The text features are included to support struggling readers.  | 1 2 3 4 5<br>★ ★ ★ ★ ★ |  |
| <b>3.13</b> The Teacher Edition (if provided) includes a wrap-around section with resources and suggested strategies   | 1 2 3 4 5<br>★ ★ ★ ★ ★ |  |
| <b>Section Subtotal</b>  |                        |  |

#### 4. ASSESSMENT




| Question   | Rating                 | Comment |
|--|------------------------|---------|
| <b>4.1</b> There are multiple methods of assessment (standardized, performance tasks, projects, etc.) and rubrics are provided where applicable. | 1 2 3 4 5<br>★ ★ ★ ★ ★ |         |
| <b>4.2</b> The text includes options to administer diagnostic, formative, and summative assessments.   | 1 2 3 4 5<br>★ ★ ★ ★ ★ |         |
| <b>4.3</b> The assessment items are aligned to the benchmarks for content and complexity.  | 1 2 3 4 5<br>★ ★ ★ ★ ★ |         |
| <b>4.4</b> The Depth of Knowledge and cognitive complexity is noted for each item.   | 1 2 3 4 5<br>★ ★ ★ ★ ★ |         |
| <b>4.5</b> Where applicable, the assessment items are aligned to FLDOE Item Specifications.  | 1 2 3 4 5<br>★ ★ ★ ★ ★ |         |
| <b>4.6</b> The text includes a computerized, editable test bank of items.  | 1 2 3 4 5<br>★ ★ ★ ★ ★ |         |
| <b>4.7</b> The assessment items include rationale for incorrect answers.   | 1 2 3 4 5<br>★ ★ ★ ★ ★ |         |




|   |  |  |
|---|--|--|
| 4.8 The assessments are available to administer and score online. | 1 2 3 4 5<br> |  |
| 4.9 The assessments are provided in English and Spanish.          | 1 2 3 4 5<br> |  |
| <b>Section Subtotal</b>   |  |  |

### 5. ELL INSTRUCTIONAL SUPPORT










| Question  | Rating   | Comment |
|---|--|---------|
| 5.1 The text is offered in Spanish in print or online.  | 1 2 3 4 5<br>   |         |
| 5.2 The materials, resources and ancillary materials are offered in Spanish.  | 1 2 3 4 5<br>   |         |
| 5.3 The materials, resources and ancillary materials are offered in Haitian Creole and Portuguese.  | 1 2 3 4 5<br>   |         |
| 5.4 The Language Objectives are explicitly identified for the teacher and describe how language will be used to meet a Content Objective. (Example of a Content Objective: Students will be able to distinguish between liquids, solids, and gases and provide an example of each. Language Objective: Students will be able to orally describe characteristics of liquids, solids and gases to a partner.) | 1 2 3 4 5<br>   |         |
| 5.5 The materials, resources and ancillary materials provide scaffolding supports, including sensory, graphic and interactive supports relevant to concept attainment for students to advance within a targeted language proficiency level.   | 1 2 3 4 5<br> |         |
| 5.6 The materials, resources and ancillary materials address vocabulary usage for the targeted levels of English language proficiency.  | 1 2 3 4 5<br> |         |
| <b>Section Subtotal</b>   |  |         |

### 6. ESE INSTRUCTIONAL SUPPORT

| Question  | Rating   | Comment |
|---|--|---------|
| 6.1 The materials, resources and ancillary materials identify essential points of instruction and support for language comprehension. | 1 2 3 4 5<br> |         |
| 6.2 The materials, resources and ancillary materials provide support for language comprehension.                                      | 1 2 3 4 5<br> |         |
| 6.3 The text identifies the Aligned Access Point Standards.   | 1 2 3 4 5<br> |         |

|   |  |  |
|---|--|--|
| <b>6.4</b> The Teacher Edition (if provided) identifies the Aligned Access Point Standards within the text.   | 1 2 3 4 5<br> |  |
| <b>6.5</b> The digital test bank is compatible with the National Instructional Materials Accessibility Standard (NIMAS) accessibility standards, which allows tests to be utilized in alternative formats for students with disabilities.                           | 1 2 3 4 5<br> |  |
| <b>6.6</b> The online resources have built in accessibility for Presentation and Navigation features, Study Tools and Assistive Technology Supports for all students. (Review Technology & Learning Connections Guide for Flexible Digital Instructional Materials) | 1 2 3 4 5<br> |  |
| <b>Section Subtotal</b>   |  |  |

## 7. DIGITAL PLATFORM

| Question   | Rating   | Comment |
|--|--|---------|
| <b>7.1</b> The layout and organization is user friendly  | 1 2 3 4 5<br>   |         |
| <b>7.2</b> There are additional resources provided for teaching beyond the print version.  | 1 2 3 4 5<br> |         |
| <b>7.3</b> The digital platform is easy for teachers to use to search for topics, benchmarks and keywords.   | 1 2 3 4 5<br> |         |
| <b>7.4</b> The digital platform is easy for students to use to search for topics, benchmarks and keywords.   | 1 2 3 4 5<br> |         |
| <b>7.5</b> The student can submit work and receive feedback electronically.  | 1 2 3 4 5<br> |         |
| <b>7.6</b> The resources are available for teacher support in content.   | 1 2 3 4 5<br> |         |
| <b>7.7</b> The resources are available for teacher support in pedagogy.  | 1 2 3 4 5<br> |         |
| <b>7.8</b> The teacher can provide feedback for student assignments via multiple modalities including: written, numerical indicators, circling, etc. | 1 2 3 4 5<br> |         |
| <b>7.9</b> The students can annotate digital text.   | 1 2 3 4 5<br> |         |
| <b>Section Subtotal</b>  |  |         |



## 8. CULTURAL DIVERSITY AND GENDER EQUALITY

| Question   | Rating             | Comment |
|--|--------------------|---------|
| <b>8.1</b> The text integrates and exposes students to scientists of <b>African</b> descent and their scientific contributions.                    | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| <b>8.2</b> There are relevant graphics and images that include <b>Africana</b> content and themes where applicable.                                | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| <b>8.3</b> The text integrates and exposes students to scientists of <b>Hispanic</b> and <b>Latino</b> descent and their scientific contributions. | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| <b>8.4</b> There are relevant graphics and images that include <b>Hispanic</b> and <b>Latino</b> content and themes where applicable.              | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| <b>8.5</b> The text integrates <b>Holocaust</b> and <b>Genocide Studies</b> by exposing students to the relevant scientific information.           | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| <b>8.6</b> There are relevant graphics and images that include <b>Holocaust</b> and <b>Genocide Studies</b> content and themes where applicable.   | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| <b>8.7</b> The text integrates and exposes students to the scientific contributions of individuals of diverse gender groups.                       | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| <b>8.8</b> There are relevant graphics and images that focus on broad Gender Diversity and Equity content and themes where applicable.             | 1 2 3 4 5<br>☆☆☆☆☆ |         |
| <b>Section Subtotal</b>  |                    |         |

### CATEGORY TOTALS

| CATEGORY                                  | SUB-TOTAL | WEIGHT MULTIPLIER | TOTAL |
|---|-----------|-------------------|-------|
| 1. First Impressions                      |           | Score x           |       |
| 2. Content                                |           | Score x           |       |
| 3. Instructional Support                  |           | Score x           |       |
| 4. Assessment                             |           | Score x           |       |
| 5. Digital Platform                       |           | Score x           |       |
| 6. ELL Instructional Support              |           | Score x           |       |
| 7. ESE Instructional Support              |           | Score x           |       |
| 8. Cultural Diversity and Gender Equality |           | Score x           |       |
| <b>Total Score</b>                        |           |                   |       |

### COMMENTS

---



---



---



---



**HB 989 Instructional Materials  
(CH. 2017-177, Laws of Florida)**

**Bill Sponsor:** Representative Donalds

**Effective Date:** July 1, 2017

**DOE Contact:** Hershel Lyons, Chancellor, Division of Public Schools, (850) 245-0509

---

**Executive Summary:**

The bill makes several revisions to a district school board's adoption process for instructional materials. Specifically, the bill revises district school board responsibilities, including maintaining instructional materials information on its website, allowing residents of a district to challenge the use or adoption of instructional materials, revise the process for a resident to challenge instructional materials, requiring procedural protections for a public hearing, and revising evaluations of materials to prohibit certain materials.

**Section 1.**

Amends s. 1002.20, F.S., K-12 student and parent rights, to:

- Align statutory citations with the re-designations of subsections in s. 1006.28, F.S.

**Section 2.**

Amends s. 1006.28, F.S., Duties of district school board, district school superintendent; and school principal regarding K-12 instructional materials, to:

- Provide definitions for "adequate instructional materials," "instructional materials," "resident," and "purchase."
- Add the requirement that district school boards are responsible for the content of materials "and any other materials...made available in a school library, or included on a reading list."
- Require each school district shall maintain a current list of instructional materials on its website.
- Add parents or a resident of the county to those who must be covered by the district school board policy regarding objections to specific instructional material and given an opportunity to proffer evidence for objection, including materials that do not meet criteria of ss. 1006.31(2) or s. 1006.40(3)(d), F.S., or pornographic material.
- Add that public hearings held for timely petitions be held before an "unbiased and qualified hearing officer." The hearing officer may not be an employee or agent of the school district.
- Require that school districts provide access to materials or books, upon written request.



### Section 3.

Amends s. 1006.283, F.S., District school board instructional materials review process, to:

- Require the public hearing for district adoption of materials to allow for a parent of a student in public school or resident to offer evidence that recommended materials do not meet criteria provided in s. 1006.31(2), F.S.

### Section 4.

Amends s. 1006.31, F.S., Duties of the Department of Education and school district instructional materials reviewer, to:

- Require that the selection criteria in s. 1006.34(2)(b), F.S., are to be used by state instructional reviewers and be free of pornography and material prohibited under s. 847.012, F.S.

### Section 5.

Amends s. 1006.40, F.S., Use of instructional materials allocation; instructional materials, library books, and reference books; repair of books, to:

- Remove the requirement that at least 50 percent of the instructional materials allocation be used for the purchase of digital or electronic materials that are included on the state adopted list.
- Remove the need for compliance with subsection (3) from districts implementing their own instructional materials program under s. 1006.283, F.S.
- Require that, except as authorized in (b) and (c), district school boards shall use the annual allocation only for purchase of materials that meet standards and are included in the state adopted list.
- Add materials purchased must be free of pornography, suited to student needs and appropriate for grade level.
- Each school district is responsible for content of all materials used in the classroom "or otherwise made available."
- Provide that districts implementing their own instructional materials program do not have to comply with subsection (5).
- Allow a district that implements its own instructional materials program under s. 1006.283, F.S., to use all of its annual instructional materials allocation on instructional materials not on the state-adopted list but must meet criteria of s. 1006.31(2), F.S., and be consistent with course expectations based on district's student progression plan and course description.

### Section 6.

Amends s. 1006.42, F.S., Responsibility of students and parents for instructional materials, to:

- Align statutory citations with the re-designations of subsections in s. 1006.28, F.S.



**Section 7.**

- Provides an effective date of July 1, 2017.

**General Implementation Timeline:**

July 1, 2017 District implementation to begin.

No state implementation tasks required.

# Take A Look!

Science Instructional Materials Recommended for SDIRC

## State Science Adoption Process/ Instructional Materials Recommendations

SDIRC has been involved in the State Science Adoption Process since August. After an extensive few months, our committee- made of teachers, parents, district personnel from various departments, and community members - reviewed all of the teacher feedback/rubrics and we have recommendations which will be made to the Superintendent and School Board at the February board meeting. All of the recommended K-12 Science materials are available for public viewing both on our website as well as in the lobby of the J.A. Thompson Administrative Center throughout the month of January.



### K-2, Science4Us

Science4Us is an interactive standards-based digital science curriculum that provides foundational skills for students. Their engaging hands-on activities follow the research based 5 E Model for learning.



### 3-5/6-8, Discovery Education

Lead with the content- Engage with the digital. That is the hallmark of Discovery Education Techbook. Standards-based with content that is relevant and dynamic.



### High School Science Courses

Biology- Discovery Education  
Chemistry- Houghton Mifflin Harcourt  
Physics- Houghton Mifflin Harcourt  
Environmental- National Geographic  
Marine- McGraw Hill  
Earth and Space Science- Discovery Education



## Questions

If you have any questions or would like more information please contact the Curriculum and Instruction department at the district administrative center. Go to link below to view the curriculum on the SDIRC website.

<https://www.indianriverschools.org/textbook-adoption-documents>

📍 School District of Indian River ...

✉ becky.teske@indianriverscho...

☎ 772-564-3000

🌐 indianriverschools.org

Total Cost for Science Instructional Materials Adoption 2017-2018

| <b>Option 1 (Recommended): 3rd-5th (Each student has text)/Secondary (Class Sets)</b> |  |                          |                        |
|---|--|--------------------------|------------------------|
| Grade Levels  | Publisher/s  | Cost Per Publisher       | Total Cost K-12        |
| <b>K thru 2</b>   | Science4Us   | \$174,001.00             |                        |
| <b>3 thru 5</b>   | Discovery Education  | \$463,002.49             |                        |
| <b>6 thru 8</b>   | Discovery Education  | \$501,497.92             |                        |
| <b>High School Courses ( 7 Sciences)</b>  | Discovery Education, National Geographic, McGraw-Hill, Houghton Mifflin, Goodhear-Wilcox | \$389,394.00             |                        |
|   |  |                          | <b>\$1,527,895.41</b>  |
|   |  | Including District Prep* | <b>\$1, 537,895.41</b> |

\* all students have a digital profile/license K-12  
 \* all students 3-5, Environmental, Marine, and Anatomy have a hard back text  
 \* Class Sets of 30 hard back texts in 6-8, Biology, and Earth Space  
 \* Class sets of hardback text for Chemistry and Physics, every student receives access to text in PDF format  
 \* K-5, 6-8, Biology, and Environmental all receive materials/hands-on kits Year 1

\*All students have access to DIGITAL TEXT book, Digital Interactive Resources, Printed Text (except K-2)

\*\* DISTRICT PREP -Costs for modifying Curriculum maps, scales, and rubrics (Early Summer 2018) utilizing district teachers and Curriculum and Instruction Specialists - \$10,000

| <b>OPTION 1A: Class Sets, extras for check out to home</b> |  |                          |                       |
|--|--|--------------------------|-----------------------|
| Grade Levels   | Publisher/s  | Cost Per Publisher       | Total Cost K-12       |
| <b>K thru 2</b>  | Science4Us   | \$174,001.00             |                       |
| <b>3 thru 5</b>  | Discovery Education  | \$499,102.49             |                       |
| <b>6 thru 8</b>  | Discovery Education  | \$509,097.92             |                       |
| <b>High School Courses ( 7 Sciences)</b>                   | Discovery Education, National Geographic, McGraw-Hill, Houghton Mifflin, Goodhear-Wilcox | \$433,605.65             |                       |
|  |  |                          | <b>\$1,615,807.06</b> |
|  |  | Including District Prep* | <b>\$1,625,807.06</b> |

\*All digital access for every student  
 \*Class sets of 30 per teacher/classroom  
 \* Each teacher receives 10-15 extra texts per classroom  
 \* K-5, 6-8, Biology, and Environmental all receive materials/hands-on kits Year 1

\* Class set of 30 books AND teacher has 10-15 additional per classroom for checkout

\*\* DISTRICT PREP -Costs for modifying Curriculum maps, scales, and rubrics (Early Summer 2018) utilizing district teachers and Curriculum and Instruction Specialists - \$10,000

2/16/2018 B. Teske

**OPTION 2: Includes texts for ALL students 3 -12**

| Grade Levels                             | Publisher/s   | Cost Per Publisher | Total Cost K-12       |
|--|---|--------------------|-----------------------|
| <b>K thru 2</b>                          | Science4Us  | \$174,001.00       |                       |
| <b>3 thru 5</b>                          | Discovery Education   | \$463,002.69       |                       |
| <b>6 thru 8</b>                          | Discovery Education   | \$561,993.92       |                       |
| <b>High School Courses ( 7 Sciences)</b> | Discovery Education, National Geographic, McGraw-Hill, Houghton | \$441,182.30       |                       |
|  | Mifflin, Goodhear-Willox  |                    | \$1,640,179.91        |
| Including District Prep**                |   |                    | <b>\$1,650,179.91</b> |

\*students 3 - High School Sciences receive a hard back text per student  
\*Child transports book to and from school  
\* K-5, 6-8, Biology, and Environmental all receive materials/hands-on kits Year 1

\*\* DISTRICT PREP -Costs for modifying Curriculum maps, scales, and rubrics (Early Summer 2018) utilizing district teachers and Curriculum and Instruction Specialists - \$10,000  
\* All Students receive a HARD BACK text

**OPTION 2A: At HOME texts**

| Grade Levels                             | Publisher/s   | Cost Per Publisher | Total Cost K-12       |
|--|---|--------------------|-----------------------|
| <b>K thru 2</b>                          | Science4Us  | \$174,001.00       |                       |
| <b>3 thru 5</b>                          | Discovery Education   | \$545,139.49       |                       |
| <b>6 thru 8</b>                          | Discovery Education   | \$645,289.92       |                       |
| <b>High School Courses ( 7 Sciences)</b> | Discovery Education, National Geographic, McGraw-Hill, Houghton | \$630,338.25       |                       |
|  | Mifflin, Goodhear-Willox  |                    | \$1,994,768.66        |
| Including District Prep**                |   |                    | <b>\$2,004,768.66</b> |

\*All digital access for every student  
\*Class sets of 30 per teacher/classroom  
\*Student at Home text  
\* K-5, 6-8, Biology, and Environmental all receive materials/hands-on kits Year 1

\*\* DISTRICT PREP -Costs for modifying Curriculum maps, scales, and rubrics (Early Summer 2018) utilizing district teachers and Curriculum and Instruction Specialists - \$10,000  
\* All Students receive a HARD BACK text for HOME

2/16/2018 B. Teske

**This page intentionally left blank.**



**THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA  
AGREEMENT FOR CONTRACTED SERVICES  
(involving student data)**

**THIS AGREEMENT**, entered into this 27<sup>th</sup> day of February 2018, by and between the School Board of Indian River County, Florida, a political subdivision of the State of Florida hereinafter referred to as the "School Board", and Innovation Florida, a Florida 501(c)(3) non-profit organization hereinafter referred to as the "CONTRACTOR", is as follows:

**1. SCOPE OF WORK**

The Contractor shall, in a satisfactory and proper manner as determined by the Superintendent, perform the following:

Nature of Contracted Services:

See "Exhibit C"

Contractor shall be Provided Access to the Following Student Data:

Student Performance, Development Metrics, other variables to be determined

Anticipated Outcome of Contracted Services:

See "Exhibit C"

Location of Contracted Service:

See "Exhibit B"

Date(s)/Hours of Service:

See "Exhibit B"

**2. TERM OF AGREEMENT**

The Contractor shall commence performance of the Agreement on the 4th day of June, 2018, and shall complete performance to the satisfaction of the Superintendent no later than the 30th day of July, 2018.

#### **4. PAYMENT SCHEDULE**

Payment will be generated by the School Board's Accounts Payable Department within forty-five (45) days after receipt of invoice. For the avoidance of doubt, Payment Amount is due and payable in full within 45 days of invoice and prior to Consultant providing services. Payment will be made as indicated below:

- Lump-sum payment in full within 45 days of receipt of invoice .

#### **5. REGULATIONS & ORDINANCES**

The Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments being licensed, if required, for performance of any work under this Agreement.

#### **6. CONFIDENTIALITY OF STUDENT RECORDS**

For the purposes of performing the above scope of services only, Contractor is hereby designated a school official for the purposes of receiving limited confidential student information and the Contractor shall remain under the direct control of the School Board with respect to the use and maintenance of the confidential student information. Contractor acknowledges and agrees that it will not disclose the confidential student information to any other person or entity, and will only use the confidential student information for the purpose listed in paragraph 1 above and for no other purpose. Upon the completion of the services, Contractor shall return to School Board all original and any copies of the confidential student information, and shall not retain any confidential student information. As Contractor will be receiving student information that is otherwise confidential, Contractor shall fully comply with the requirements of § 1002.22 and § 1002.221, Florida Statutes, and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Contractor for itself, and its officers, employees, agents, representatives, contractors, and subcontractors, shall fully indemnify and hold the School Board and its officers and employees harmless for any violation of this provision, including, but not limited to defending the School Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School Board, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the School Board arising out of the breach of this provision by the Contractor, or its officers, employees, agents, representatives, contractors, and subcontractors, to the extent that the Contractor shall either intentionally or negligently violate this provision, or § 1002.22 or § 1002.221, Florida Statutes. This provision shall survive the termination of or completion of all

obligations under this Agreement and shall be fully binding upon the Contractor until such time as any proceeding which may be brought on account of this provision is barred by any applicable statute of limitations.

## **7. ENTIRE AGREEMENT**

It is understood and agreed that this Agreement including all Exhibits, Purchase Order Terms & Conditions, contains the complete understanding and agreement of the parties. No stipulation, agreement or understanding shall be valid or enforceable unless contained in this Agreement. No representations or statements made by any employees, agents or representatives of either party shall be binding on either party as a warranty or otherwise, except as expressly set forth herein.

## **8. GOVERNING LAW; VENUE**

This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Indian River County. All parties shall be responsible for their own attorneys' fees.

## **9. INDEMNIFICATION / HOLD HARMLESS AGREEMENT**

Contractor shall, in addition to any other obligation to indemnify the School Board of Indian River County, Florida, protect, defend, indemnify and hold harmless the School Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or part from any actual or alleged act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work, or violation of law, statute, ordinance, governmental administration order, rule or regulation by Contractor in the performance of the work; or liens, claims or actions made by the Contractor or any subcontractor or other party performing the work. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts or any statutory bar. This provision shall survive the termination of or completion of all obligations under this Agreement.

## **10. DUTY TO DEFEND**

The Contractor agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the School Board on any claim or demand arising out of, resulting from or incidental to Contractor's performance under this Agreement.

#### **11. CANCELLATION / TERMINATION**

In the event any of the provisions of this agreement are violated by the Contractor, the Superintendent or designee, shall give written notice to the Contractor stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the School Board for immediate cancellation. Upon cancellation hereunder, the School Board of Indian River County, Florida, 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 any contract at any time and for any reason, upon giving ten (10) days prior written notice to the Contractor. If said contract should be terminated for convenience as provided herein, the School Board shall be relieved of all obligations under said contract. The School Board of Indian River County shall only be required to pay to the Contractor that amount of the contract actually performed to the effective date of termination.

#### **12. EQUAL EMPLOYMENT OPPORTUNITY**

Contractors awarded contracts involving Federal Funds in excess of \$10,000 must be in compliance with 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).

#### **13. ACCESS TO RECORDS / FLORIDA'S PUBLIC RECORDS LAWS**

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. Contractor understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The Contractor shall keep records to show its compliance with program requirements. Contractors and subcontractors must make available, upon request of the School Board, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education, or any of their duly authorized representatives, any books, documents, papers, and records of the Contractor which are directly

pertinent to this specific Agreement for the purpose of making audit, examination, excerpting, and transcribing. The Contractor shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. Contractor shall destroy any duplicate records which are exempt from public records disclosure as set forth in Chapter 119. Upon termination of this agreement all public records in possession of the Contractor must be transferred to School Board at no cost. If records are stored electronically, the records must be provided in a compatible format to School Board's operating system.

#### **14. PATENTS, COPYRIGHTS AND ROYALTIES**

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by The School Board of Indian River County, Florida, unless and to the extent that the parties agree otherwise in Exhibit A, Exhibit B, or as evidenced in any other writing and included as a part of this Agreement. Contractor shall defend, indemnify and hold the School Board and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by Contractor of any third-party patent, copyright or trademark or (ii) misappropriation by Contractor of any third-party trade secret in connection with any of the foregoing. Contractor will indemnify and hold harmless the School Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the School Board. If Contractor uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

#### **15. BACKGROUND SCREENING REQUIREMENTS**

In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and School Board Policies as amended from time to time Contractor agrees that, if Contractor receives remuneration for services, Contractor and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening

requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board Policies prior to providing services to The School Board of Indian River County.

Additionally, Contractor agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present, who has direct contact with students or who has access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes and School Board Policies.

A non-instructional contractor who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under §943.043 and the national sex offender public registry maintained by the United States Department of Justice.

Further, upon obtaining clearance by School Board, the School Board will issue a photo identification badge, which shall be worn by the individual at all times in plain sight while on School Board property when students are present.

Contractor agrees to bear any and all costs associated with acquiring the required background screening -- including any costs associated with fingerprinting and obtaining the required photo identification badge. Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction (s) of any offense enumerated in School Board Policy 8475 within 48 hours of its occurrence.

Contractor agrees to provide the School Board with a list of all its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the School Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the School Board of such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement.

The parties further agree that failure by Contractor to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the School Board to terminate

this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

## **16. CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP**

As per School Board Rule 1113, it is the policy that no District officer or employee, including but not limited to, Board members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship with any business entity or any agency which is doing business with an agency of which s/he is an officer or employee, excluding those organization and their officer who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the District.

Furthermore, it is the policy of the Board that no District officer or employee, including but not limited to Board members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship that will create any conflict whatsoever between his/her private interests and the performance of his/her duties or that would impede the full and faithful discharge of his/her duties.

It is the intent of the Board that this policy is interpreted consistent with the Florida Commission on Ethics interpretations.

## **17. COMPLIANCE WITH BOARD POLICIES**

I certify agreement with the following School Board Policies: 6320 Purchasing and Contracting for Goods and Services; 6324 Code of Silence; 6322 Construction Contracting and Bidding; 6540 Consultant Agreements; and 6460 Vendor Relations, and agree to comply with all applicable School Board contracting and procurement policies and procedures.

## **18. ASSIGNMENT**

This Agreement may not be assigned nor may any assignment of monies due, or to become due to Contractor, be assigned without the prior written agreement of The School Board of Indian River County, Florida. If Contractor attempts to make such an assignment, such attempt shall constitute a condition of default.

## **19. DEBARMENT**

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 the preceding five-year period, 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 the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.
- (e) Have not been debarred by the School Board pursuant to School Board policy 6320.

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 19(a) – (e) above, with respect to Contractor or its principals.

## **20. 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 of 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.

## **21. NO WAIVER**

Nothing herein is intended to serve as a waiver of sovereign immunity by the School Board.



## 22. 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, or national or ethnic origin.

## 23. NO TAXES

The School Board is not obligated and does not agree to pay any federal, state, or local tax as a result of this agreement. The only exemption regarding payment of taxes shall be for situations that involve re-sale of product to the public for the purpose of fund-raising.

## 24. WRITTEN NOTICE DELIVERY

Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

**Contractor/Vendor Address.** The address for Contractor/Vendor for all purposes under this agreement and for all notices hereunder shall be:

Contractor/Vendor: Innovation Florida  
Contact's Name/Title: Ryan Kegerreis and Thomas Brady  
Address: 1951 NW 7th Ave. Ste. 600, Miami, FL, 33136

**School Board's Address.** The address for the School Board of Indian River County for all purposes under this agreement and for all notices hereunder shall be:

School Board of Indian River County  
Attn: Superintendent Mark J. Rendell, Ed.D  
6500 57<sup>th</sup> Street  
Vero Beach, Florida 32967

**With a copy to:**

Department: Student Services  
Department Director: Dr. Lillian Torres-Martinez  
Address: 6500 57<sup>th</sup> Street  
Vero Beach, Florida 32967

## **25. INSURANCE REQUIREMENTS**

During the term of this Agreement, the Contractor shall maintain the following insurance coverage in accordance with the requirements hereinafter stated:

- i. Commercial general liability coverage with limits of at least \$1,000,000.00 per occurrence; \$2,000,000.00 aggregate.
- ii. Automobile liability coverage of at least \$200,000.00 per occurrence; \$600,000.00 aggregate.
- iii. Professional liability or errors and omissions insurance with coverage of at least \$100,000.00 per occurrence; \$300,000.00 aggregate.

The insurance shall be issued by insurers licensed and authorized to issue policies of insurance in Florida, and each policy required shall be issued by a carrier with preferably a BEST rating of A+ or better. THE SCHOOL BOARD OF INDIAN RIVER COUNTY shall be named as an additional insured on each policy and the Contractor shall provide certificates of insurance for each policy showing the SCHOOL BOARD as an additional insured, before beginning services under this contract.

[signature page to follow]




**School District of  
Indian River County**

Vision: Educate and inspire every student to be successful  
Mission: To serve all students with excellence

Contract Number \_\_\_\_\_ (Fore Procurement Use C)

**VENDOR/CONTRACTOR**

BY:   
(Signature)

Thomas Buchar

(Name Typed)

Managing Director

(Title)

1951 NW 7<sup>th</sup> Ave - Suite 600

(Address)

Miami Florida 33136

DATE: 1-23-2018


FEIN (BUSINESS) 81-3380827

PHONE / FAX : 312 560 0007

tb@tsfa.co

CONTACT EMAIL ADDRESS

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

BY:   
Signature (Superintendent of Schools or Designee)

Mark Rendell

(Name Typed)

Superintendent

(Title)

DATE: 1/26/18

## Exhibit A- Mutual Understanding of Curriculum Protection

**1. Trade Secrets; Confidential Information.** During the term of this Agreement, each party (a “**Receiving Party**”) may have access to and may become familiar with various trade secrets and confidential information of the other party (the “**Disclosing Party**”), including without limitation financial, operational and development information, software and computer programs and related source codes, object codes and documentation, processes, customer information and other non-public information owned by the Disclosing Party or in which the Disclosing Party has property or license rights (all of such items contained in any tangible or electronic form herein referred to as the “**Confidential Information**”). Notwithstanding the foregoing, Confidential Information shall not include (i) information which is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, (ii) becomes available to the Receiving Party on a non-confidential basis from a source not bound by an obligation of confidentiality to the Disclosing Party, (iii) was known to the Receiving Party prior to its disclosure by the Disclosing Party, or (iv) is developed independently by the Receiving Party without reference to the Disclosing Party’s Confidential Information and in the event the vendor desires to obtain a temporary injunction against the School Board, the vendor should be required to post a bond.

The Receiving Party shall not disclose any of the Disclosing Party’s Confidential Information, directly or indirectly, nor use the Confidential Information in any way, either during the term of this Agreement or at any time thereafter, except as required in the course of the performance or receipt of Services under this Agreement or as required by law. The Receiving Party shall take commercially reasonable measures to protect the security and prevent the improper disclosure or use of Confidential Information, which shall in no event be less rigorous than those utilized by the Receiving Party to protect its own Confidential Information. The Receiving Party shall disclose the Confidential Information only to those employees, agents or representatives having a need for access to the Confidential Information for purposes of performing or receiving the Services, and who are bound by obligations of confidentiality and non-disclosure that are no less stringent than those contained herein. Each party represents that it has not disclosed and will not disclose to the other party or provide in connection with the Services any confidential information, device, material, document, trade secret or the like of any third party that is not generally available to the public. Each party agrees that it shall not disclose to the other party any confidential information of any third party, nor grant access to the other party to any third party licensed software, except as shall be in compliance with the applicable license agreement.

Confidential Information may be disclosed by the Receiving Party as required by subpoena or other legal process or legal requirement, provided that the Receiving Party shall provide to the Disclosing Party notice of the legal requirement for disclosure as soon as reasonably practicable, so that the Disclosing Party may seek a protective order or other legal relief.

Upon termination of this Agreement all of the Disclosing Party’s Confidential Information in the Receiving Party’s custody or control shall be immediately returned to the Disclosing Party, and the Receiving

Party shall destroy all records, notes, compilations and other documentation (on all forms of media) that in any way refer to, relate to or contain Confidential Information of the Disclosing Party, and erase and remove all electronic versions of same from its computer systems and other electronic devices in its possession or control, except that each party shall have the right to retain one copy of materials containing Confidential Information of the Disclosing Party for record-keeping purposes, subject to continued compliance with the confidentiality and non-use terms set forth herein. The parties each acknowledge that there would be no adequate remedy at law for its failure to comply with the terms of this Section. Accordingly, in the event that a Receiving Party fails to comply with these terms, each party acknowledges and agrees that the Disclosing Party shall have the right, without prejudice to any other rights or remedies available to it, to seek equitable relief to enforce and protect its rights hereunder, by way of temporary restraining order or injunction, and such other alternative relief as may be appropriate, without the necessity of posting any bond or surety.

**2. Ownership of Work Product and School Board-Provided Elements; Consultant Intellectual Property; Residual Know-How.**

a. Work Product shall not include any commercial off-the-shelf or other third party software (collectively, “**COTS Software**”) that is incorporated in any Work Product, and the ownership and rights surrounding the use of any such COTS Software shall be as set forth in the applicable COTS Software end user license or sublicense agreement. Additionally, as between Consultant and the School Board, the School Board shall retain ownership of the School Board-Provided Elements, and hereby grants to Consultant a royalty-free, fully-paid license to use the School Board-Provided Elements in connection with providing the Services and the Work Product pursuant to this Agreement.

Consultant shall retain sole and exclusive ownership of all right, title and interest in any pre-existing or preparatory materials including, without limitation, ideas, work papers, templates, tools, proprietary information, software, algorithms, methods, know-how, expertise, processes, identifier codes or other technology, concepts, proofs of concepts, research and analysis, artwork and other intellectual property that existed prior to this Agreement and any acquired thereafter related or unrelated to this Agreement (collectively, the “**Consultant Intellectual Property**”). The School Board will have no right to use such Consultant Intellectual Property in any manner without the express, prior written consent of Consultant. The School Board agrees not to reverse engineer, decompile or disassemble the Consultant Intellectual Property or modify, remove or obscure any copyright notice, trademark or other notices placed by Consultant on or in the Consultant Intellectual Property. Except as provided herein, Consultant does not convey, nor does the School Board obtain, any right to any Consultant proprietary information or other intellectual property, or tangible or electronic materials that Consultant may utilize or provide (including all Consultant Intellectual Property). Additionally, Consultant shall have the right to retain and use all general knowledge, skills, and experience, and any general ideas, concepts, know-how, expertise and techniques gained in connection with providing the Services hereunder (collectively, “**Residual Know-How**”) in connection with Consultant’s curriculum development and consulting services business and creation of work product for other customers on other engagements, and Consultant’s other clients shall have the right to use work product incorporating or using such Residual Know-How without any requirement to pay royalties or otherwise compensate the School Board with respect thereto.

**3. Mutual Non-Hire Obligations; Hiring Placement Fee.** Each party agrees that, while this Agreement is in effect and for a period of two (2) years thereafter, except as otherwise expressly provided below it shall not, without the prior written consent of the other party, solicit to hire nor hire or otherwise engage any employee or contract consultant of the other party who has been involved in the performance or the receipt of Services hereunder. This prohibition on hiring or otherwise engaging Consultant employees or contractors shall apply regardless of whether the employee or contractor involved responds to a general advertisement of available positions or other public information regarding employment or engagement by the School Board. If the School Board decides at its discretion to hire any of the Consultant personnel that are assigned by Consultant to provide the Services to the School Board, whether as an employee or an independent contractor, or who the School Board previously rejected as a proposed Service consultant hereunder or who was otherwise known by the School Board to be a Consultant employee or contractor, during the term hereof or within two (2) years after termination of this Agreement, the School Board shall be required to pay a nonrefundable fee to Consultant in the amount of 25% of the starting base annual salary to be paid by the School Board to such individual, or \$20,000, whichever is greater. The fee shall be due and payable as follows: the full amount shall be paid to Consultant upon the individual's start date as an employee or independent contractor of the School Board.

[acknowledgement page to follow]



School District of  
Indian River County

Vision: Educate and inspire every student to be successful  
Mission: To serve all students with excellence

Contract Number \_\_\_\_\_ (Fore Procurement Use Only)

**Acknowledged and accepted by School Board:**

By Mark Rendell Superintendent 1/26/18  
NAME: Mark Rendell  
TITLE DATE

**Acknowledged and accepted by Consultant:**

By Thomas Buchar Managing Director 1-23-2018  
NAME: THOMAS BUCAR  
TITLE DATE

Exhibit B – Work Order

1. **Work Product to be Provided by Consultant to Client:** The Consultant will be present for all classes to provide instruction to the students that are part of the course.
2. **Staffing:** Consultant will assign an Instructor, to perform the Services at the Client’s facilities located at The Mueller Center, in Vero Beach Florida.
4. **Work Schedule:** The consultant will be available during the course hours, which are expected to be 8 AM to 3 PM Monday to Thursday. The course length is expected to be 8 weeks. The course start date is expected to be June 4<sup>th</sup>.
5. **Professional Fees:** The Services shall be provided for an upfront Consultant’s lump-sum fee. The current lump-sum fee is set forth in the table below. The prices listed in the following table are an estimate for the services discussed. **This is not a warranty of final price.** Estimates are subject to change if project specifications are changed or costs for outsourced services change before a contract is executed.

**LUMP-SUM FEE**

| Consultant Services                 | Fees        |
|-------------------------------------|-------------|
| High School Instructor & Curriculum | \$39,950.00 |
| Total:                              | \$39,950.00 |

**Acknowledged and accepted by School Board:**

By Mark Rendell Superintendent 1/26/18  
 TITLE DATE  
 NAME: Mark Rendell

**Acknowledged and accepted by Consultant:**

By Thomas Buchar Managing Director 01-23-2018  
 TITLE DATE  
 NAME: THOMAS BUCCHAR



## Exhibit C – Services

Consultant shall provide the following: (throughout this Agreement referenced as the “**Services**”)

### Overview

Innovation Florida, is pleased to submit this proposal for services to support the School District of Indian River in achieving its goals for improving students knowledge around the most prominent coding languages CSS/HTML/JavaScript and Ruby on Rails and expose them to real job/internship and entrepreneurial opportunities.

Code Skools utilizes an award winning coding-curriculum and during our summer program we offer our students the ability to learn the coding languages. We are preparing students for the technological revolution that is sweeping the world. Upon completion of CodeSkools, and graduation from their summer camp, students are able to enter the workforce as a junior full-stack developer, capable of demanding a mid-five figure salary. On the other hand, if university is in their cards, students will have the computational background and understanding that will automatically place them light years above their peers.

### The Objective

- Teach summer Camp Participants the Coding Languages in 8 Weeks
- Showcase and Expose participants of the summer camp the different options they have after High School
- Motivate and Inspire the participants of the summer camp

### Work Product

Innovation Florida, Inc via Code Skools, will provide an eight (8) week coding summer camp to 25 students identified by the district office, here is the breakdown of the 8 weeks:

- **Weeks 1 – 4** of the course, students use **HTML5, CSS3** and **JavaScript** to create web pages using industry best practices for front-end web development.
- **Weeks 5 – 8** students dive into back-end technologies using the **Ruby on Rails** programming language, turning their front-end creations into dynamic web apps.

Innovation Florida will provide the guest speakers, potential hiring partners (this with the support of the education foundation and district office) and the instructor, as well as the preparation and coordination of a Graduation ceremony for the participants of the program.

**Deliverables**

Following is an anticipated list of deliverables:

| <b>Deliverable</b>              | <b>Description</b>  |
|---------------------------------|---|
| <b>Coding Summer Camp</b>       | Innovation Florida will provide the instructors and will coordinate the schedule during the summer to make sure the program is successful.  |
| <b>Guest Speakers</b>           | Innovation Florida will guarantee the visit of at least 3 successful C-Level executives during the program.   |
| <b>Internship/Job Placement</b> | Innovation Florida, with the support and coordination of the education foundation and school district office will schedule one session for potential hiring partners to meet with our camp participants |

The Services listed in this Exhibit C are a best estimate for the services to be delivered. **This Exhibit C is not a warranty of final product and is subject to change if project specifications are changed or costs for outsourced services change.**

[acknowledgement page to follow]

**Acknowledged and accepted by School Board:**

By  Superintendent 1/25/2018  
TITLE DATE  
NAME: Mark J. Rendell

**Acknowledged and accepted by Consultant:**

By  Managing Director 1-23-2018  
TITLE DATE  
NAME: Thomas Buchar

**This page intentionally left blank.**

## 2018 Summer School Program Schedule

The budgets are estimates pending budget, grant considerations and student enrollment.

| Programs, Locations, and Target Groups   | Dates and Times   | Budget   |
|--|---|--|
| <b>2018 Summer School Program Schedule – Elementary</b>  |   |  |
| <p style="text-align: center;"><b>STEP into Kindergarten</b><br/>Locations:<br/>Sites: FES, DTE, and VBE</p>   | <p style="text-align: center;"><b>May 31 &amp; June 1 Teacher Planning &amp; Training</b><br/><b>May 31<sup>st</sup> Orientation 5:00 – 6:30</b><br/><b>June 4 – July 13 - 5 days/week</b><br/><b>(Breakfast/Lunch &amp; Transportation)</b><br/>7:30-2:30 Teachers / 8:00-2:00 Students<br/>Site-based Principal and Karen Malits,<br/>Director of Federal Programs</p>                                  | <p style="text-align: center;"><b>Title I Part A and Community Grants</b><br/>Includes<br/>Transportation</p> <p style="text-align: center;">\$260,000.00</p>  |
| <p style="text-align: center;"><b>Grade 3 FSA Reading Program</b><br/>Vero Beach Elementary<br/>Dodgertown Elementary</p>  | <p style="text-align: center;"><b>May 31 &amp; June 1 Teacher Planning &amp; Training</b><br/><b>May 31 Orientation 5:00 – 6:30</b><br/><b>June 4 – June 29 - 5 days/week</b><br/><b>(Breakfast/Lunch &amp; Transportation)</b><br/>7:45 -12:30 Teachers / 8:00 - 12:00 Students<br/>(Budget includes 45 minutes of PD and planning for teachers)<br/>Site based Principals and 2 summer coordinators</p> | <p style="text-align: center;"><b>State Reading Allocation</b></p> <p style="text-align: center;">\$121,467.50</p> <p style="text-align: center;"><b>General Fund</b><br/><b>\$ 20,000</b></p>   |
| <p style="text-align: center;"><b>Voluntary Pre-K</b><br/>4 yr olds entering Kdg. in August 2018 who have not completed a VPK program.<br/><b>Dodgertown Elementary</b><br/><b>Vero Beach Elementary</b></p> | <p style="text-align: center;"><b>May 31 &amp; June 1 Teacher Planning &amp; Training</b><br/><b>May 31 Orientation 5:00 – 6:30</b><br/><b>June 4 - July 16 - 5 days/week</b><br/>7:15 -5:45 Teachers / 7:30 - 5:30 Students<br/><b>No Transportation</b><br/><b>Breakfast/Lunch and Snack is provided</b><br/>Site based Principals, Site based AP, Brooke Flood</p>                                     | <p style="text-align: center;"><b>Early Learning Coalition</b></p> <p style="text-align: center;">\$ 156, 912.48</p> <p style="text-align: center;"><b>(Self-funded Program)</b></p> <p style="text-align: center;"><b>State Allocation</b><br/><b>No transportation</b></p> |
| <p style="text-align: center;"><b>PK-5 Identified ESE Students</b><br/>Dodgertown Elementary<br/>Vero Beach Elementary</p>   | <p style="text-align: center;"><b>May 31 – June 1 Teacher Planning &amp; Training</b><br/><b>May 31 Orientation 5:00 -6:30</b><br/><b>June 4 – June 29 - 5 days/week</b><br/><b>(Breakfast/Lunch &amp; Transportation)</b><br/>7:45 -12:30 Teachers / 8:00 - 12:00 Students<br/>Site based Principals, Heather Clark, and ESY Coordinator</p>   | <p style="text-align: center;"><b>General Fund</b></p> <p style="text-align: center;"><b>Includes Transportation</b></p> <p style="text-align: center;"><b>\$410,916.00</b></p>  |

| <b>2018 Summer School Program Schedule – Secondary</b>  |   |  |
|---|---|--|
| <b>Programs, Locations, and Target Groups</b>   | <b>Dates and Times</b>  | <b>Budget</b>  |
| <p>6-12 Identified ESE Students<br/>Serving Oslo, Gifford, FLC, &amp; VBHS<br/><b>(Program at FLC)</b><br/>Serving SGMS, SRMS &amp; SRHS<br/><b>(Program at SGMS)</b></p> | <p><b>May 31 – June 1 Teacher Planning &amp; Training</b><br/><b>May 31 Orientation 5:00 -6:30</b><br/><b>June 4 – June 29 - 5 days/week</b><br/><b>(Breakfast/Lunch &amp; Transportation)</b><br/>7:45 -12:30 Teachers / 8:00 - 12:00 Students<br/>Site based Principals, Heather Clark, and ESY Coordinator</p> | <p>INCLUDED IN ABOVE ESE BUDGET</p>  |
| <p>Wabasso Students<br/>Extended School Year</p>  | <p><b>May 31 – June 1 Teacher Planning &amp; Training</b><br/><b>May 31 Orientation 5:00 -6:30</b><br/><b>June 4 – June 29 - 5 days/week</b><br/><b>(Breakfast/Lunch &amp; Transportation)</b><br/>7:45 -12:30 Teachers / 8:00 - 12:00 Students<br/>Site based Principals, Heather Clark, and ESY Coordinator</p> | <p>INCLUDED IN ABOVE ESE BUDGET<br/>Transportation costs funded through FEFP</p> |
| <p>Middle School/ High School Summer School<br/>Serving Oslo, Gifford, FLC, &amp; VBHS<br/><b>(Program at FLC)</b></p>  | <p><b>May 31 and June 1 Teacher Planning &amp; Training</b><br/><b>June 4– June 29 5 days/week</b><br/><b>(Breakfast/Lunch Served)</b><br/>7:45 -12:30 Teachers / 8:00 - 12:00 Students<br/>Site based Principals, Site Based AP's, Dr. Peggy Jones</p>   | <p><b>District General Fund \$91,000.</b><br/>Includes Transportation</p>        |
| <p>Middle School/ High School Summer School<br/><b>(Program at Storm Grove)</b><br/>Serving SRHS, Strom Grove, SR Middle</p>  | <p><b>May 31–June 1 Teacher Planning &amp; Training</b><br/><b>June 4-June 29– 5 days/week</b><br/>7:45 -12:30 Teachers / 8:00 - 12:00 Students<br/><b>(No Transportation/ Breakfast/Lunch Only)</b><br/>Site based Principals, Site Based AP's, Dr. Peggy Jones</p>  | <p><b>General fund \$62,000.00</b></p>   |
| <p>Summer School Principals</p>   | <p><b>May 31 – June 1 Teacher Planning &amp; Training</b><br/><b>May 31 Orientation 5:00 -6:30</b><br/><b>June 4 – June 29 - 5 days/week</b></p>  | <p><b>General Fund \$3,200 each (4) \$12,800</b></p>                             |

## **FUNDS ALLOTTED FOR CUSTODIAL/HEALTH SUPPLIES**

Vero Beach Elementary - \$1000

Dodgertown Elementary - \$1000

Storm Grove Middle - \$1000

Vero Beach High School (FLC) - \$1000

Wabasso - \$300

Fellsmere - \$300 Step into K

Total - \$4,600.00

**This page intentionally left blank.**



# QUOTE CONFIRMATION



DEAR PETE JACKSON,

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



**ACCOUNT MANAGER NOTES:** Please let me know if you have any questions or concerns and I would be more than happy to help!

| QUOTE # | QUOTE DATE | QUOTE REFERENCE      | CUSTOMER # | GRAND TOTAL  |
|---------|------------|----------------------|------------|--------------|
| JNTZ436 | 2/6/2018   | HP DESKTOPS - 2/6/18 | 1957841    | \$249,500.00 |

| QUOTE DETAILS  |     |         |            |              |
|--|-----|---------|------------|--------------|
| ITEM   | QTY | CDW#    | UNIT PRICE | EXT. PRICE   |
| <a href="#">BTO HP 400 G4 I3-7300 500GB 8GB W10P</a>                             | 500 | 4727686 | \$499.00   | \$249,500.00 |
| Mfg. Part#: 18JUL7MLA<br>Contract: Schoool District of Volusia County (CPT-750N) |     |         |            |              |

| PURCHASER BILLING INFO  |  | SUBTOTAL  | \$249,500.00        |
|---|--|---|---------------------|
| <b>Billing Address:</b><br>INDIAN RIVER SCHOOL DISTRICT<br>ACCOUNTS PAYABLE<br>6500 57TH ST<br>VERO BEACH, FL 32967-6002<br><b>Phone:</b> (772) 564-3000<br><b>Payment Terms:</b> NET 30 Days-Govt/Ed                           |  | SHIPPING  | \$0.00              |
|   |  | GRAND TOTAL   | <b>\$249,500.00</b> |
|   |  | <b>DELIVER TO</b>   |                     |
| <b>Shipping Address:</b><br>INDIAN RIVER SCHOOL DISTRICT<br>PETE JACKSON<br>6055 62ND AVE<br>WAREHOUSE-NW LOADING DOCK<br>VERO BEACH, FL 32967-7831<br><b>Phone:</b> (772) 564-3000<br><b>Shipping Method:</b> DROP SHIP-GROUND |  | CDW Government<br>75 Remittance Drive<br>Suite 1515<br>Chicago, IL 60675-1515 |                     |

| Need Assistance? CDW•G SALES CONTACT INFORMATION |             |                |                  |
|--|-------------|----------------|------------------|
|  | Rick Allain | (855) 822-0029 | rickall@cdwg.com |

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>  
For more information, contact a CDW account manager  
© 2018 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

**This page intentionally left blank.**

# QUOTE CONFIRMATION



**DEAR BRIAN BENDER,**

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



**ACCOUNT MANAGER NOTES:** Please let me know if you have any questions or concerns and I would be more than happy to help!

| QUOTE # | QUOTE DATE | QUOTE REFERENCE     | CUSTOMER # | GRAND TOTAL         |
|---------|------------|---------------------|------------|---------------------|
| JPFH179 | 2/13/2018  | TRIPPLITE - 2/13/18 | 1957841    | <b>\$266,322.00</b> |

| QUOTE DETAILS   |     |         |            |              |
|---|-----|---------|------------|--------------|
| ITEM  | QTY | CDW#    | UNIT PRICE | EXT. PRICE   |
| <a href="#">Tripp Lite 2200VA 1600W UPS Smart Online Rackmount 110V / 120V USB SNMP 2U</a><br>Mfg. Part#: SU2200RTXL2UN<br>UNSPSC: 39121011<br>Contract: School District of Volusia County (CPT-750N) | 200 | 3162914 | \$1,110.00 | \$222,000.00 |
| <a href="#">Tripp Lite PDU Metered Dual Circuit 120V 20A 32 5-15/20R Vertical OVRM</a><br>Mfg. Part#: PDUMV40<br>UNSPSC: 39121017<br>Contract: School District of Volusia County (CPT-750N)           | 200 | 1136728 | \$221.61   | \$44,322.00  |

| PURCHASER BILLING INFO  | SUBTOTAL  | \$266,322.00        |
|---|---|---------------------|
| <b>Billing Address:</b><br>INDIAN RIVER SCHOOL DISTRICT<br>ACCOUNTS PAYABLE<br>6500 57TH ST<br>VERO BEACH, FL 32967-6002<br><b>Phone:</b> (772) 564-3000<br><b>Payment Terms:</b> NET 30 Days-Govt/Ed | <b>SHIPPING</b>   | \$0.00              |
|   | <b>GRAND TOTAL</b>  | <b>\$266,322.00</b> |
|   | <b>DELIVER TO</b><br><b>Shipping Address:</b><br>INDIAN RIVER SCHOOL DISTRICT<br>THOMAS BALSAMO<br>6500 57TH ST<br>VERO BEACH, FL 32967-6002<br><b>Phone:</b> (772) 564-3000<br><b>Shipping Method:</b> UPS Freight LTL, Special Services |                     |
| <b>Please remit payments to:</b><br>CDW Government<br>75 Remittance Drive<br>Suite 1515<br>Chicago, IL 60675-1515   |   |                     |

| Need Assistance? CDW•G SALES CONTACT INFORMATION |             |                                   |
|--|-------------|-----------------------------------|
|  | Rick Allain | (855) 822-0029   rickall@cdwg.com |

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>  
 For more information, contact a CDW account manager  
 © 2018 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

**This page intentionally left blank.**

**Approval to Award Request for Proposal (RFP) #15-0-2018/JC to Brightview Landscaping Services, Inc. for Lawn Maintenance Districtwide - Mr. Morrison**

The purpose and intent of this Request for Proposal (RFP) is to obtain cost effective lawn care services for the District while maximizing the quality and level of service. The District is seeking qualified lawn care companies or a single company to provide labor, materials, services, skills, supervision and necessary tools and equipment to maintain customer’s landscape in an attractive, safe condition throughout the contract period. Qualified companies must have the capability to perform and complete the services in all aspects with this RFP solicitation. Pricing shall include all labor, supervision, equipment, machinery, tools, materials, transportation, and services necessary for grounds maintenance to all locations within the district. The annual financial impact to the District is \$576,000 for 36 cuts. The term of this RFP is from February 27, 2018 through February 26, 2019 and may, by mutual agreement between the Board and the awardee, be renewed for two additional one year periods. Award will be made not on the basis of price alone, but to the proposal whose submission contains the most advantageous combination of price, proven experience, equipment and personnel to effectively maintain sites/campuses, and recent projects/references.

Notice of RFP was placed in the Indian River Press Journal on December 17, 2017. Notice was also posted on Onvia DemandStar and the Purchasing Department’s website and was also mailed to thirty-five (35) vendors from our vendor database. A non-mandatory pre-bid meeting was held on December 20, 2017. Four (4) bids were received by the deadline of 2:00 p.m. on January 25, 2018. The Evaluation Team reviewed the responses and assigned points as follows:

*Legend: Award \_\_\_\_\_ Non-responsive ( )*

| Company Name                               | Points Assigned |
|--|-----------------|
| <u>Brightview Landscape Services, Inc.</u> | <u>285</u>      |
| GCA Education Services, Inc.               | 243             |
| Integrity Lawns, LLC                       | 190             |
| (Beautiful Lawns)                          | 0               |

The Purchasing Department recommends award to Brightview Landscape Services, Inc. as the best responsive and responsible bidder.

Failure to file a protest with the time prescribed in Florida Statutes 120.57(3) or failure to post a bond or other security required by law within the time allowed for filing a bond shall constitute a waiver or proceedings under Chapter 120, Florida Statutes.

**This page intentionally left blank.**

**THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA  
AGREEMENT FORM FOR CONSTRUCTION CONTRACTED SERVICES**

**THIS AGREEMENT**, entered into this 27 day of February 2018, by and between the School Board of Indian River County, Florida, a political subdivision of the State of Florida hereinafter referred to as the "**School Board**", and \_\_\_\_\_ (Legal Name of Contracting Party/Organization) hereinafter referred to as the "**CONTRACTOR**", is as follows:

**1. SCOPE OF WORK**

Nature of Contracted Services: **Districtwide Mowing Services** \_\_\_\_\_  
\_\_\_\_\_

Nature of Contracted Services: \_\_\_\_\_  
\_\_\_\_\_

Anticipated Outcome of Contracted Services: **Scope of services as defined in attached RFP 15-0-2018JC Dated 12/14/2017**  
\_\_\_\_\_

Location of Contracted Service: **School District of Indian River County, 27 Sites Approx. 500 Acres Per RFP 15-0-2018JC Dated 12/14/2017**  
\_\_\_\_\_  
\_\_\_\_\_

Date(s)/Hours of Service: **February 27, 2018 Through February 27,2019 Weekend Mowing and after Instructional Hours.**

**2. TERM OF AGREEMENT -**

The **Contractor** shall commence performance of the Agreement on the 27th day of February 2018, and shall complete performance to the satisfaction of the Superintendent no later than the February 27th day of 2019. The **School Board** reserves the right to terminate this Agreement without cause by giving ten (10) days written notice to the **Contractor**.

**3. COMPENSATION**

The **School Board** shall, upon completion of services by the **Contractor**, compensate the **Contractor** in an amount not to exceed \$ \$576,000.00 which shall constitute the amount due under this Agreement. Agreements exceeding \$50,000 require **School Board** approval. The **Contractor** agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such

expenses is granted by the **School Board** in advance of the expenditures being incurred. The **Contractor** shall be reimbursed for such approved expenditures as provided by §112.061 Florida Statutes, and School Board Policy 6550.

#### 4. PAYMENT SCHEDULE

Payment will be generated by the **School Board's** Accounts Payable Department within forty-five (45) days after completion of services and receipt of invoice(s). Payment will be made as indicated below:

- Lump sum payment in the amount of \$ \_\_\_\_\_ upon completion of services and District-approved invoice
- Partial payments after District-approved invoice(s).
- See payment schedule hereto attached and incorporated into this Agreement.
- Payment of District-approved invoice(s).

#### 5. REGULATIONS & ORDINANCES

The **Contractor** shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments being licensed, if required, for performance of any work under this Agreement.

#### 6. GOVERNING LAW; VENUE

This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Indian River County. All parties shall be responsible for their own attorneys' fees.

#### 7. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

**Contractor** shall, in addition to any other obligation to indemnify the **School Board** of Indian River County, Florida, protect, defend, indemnify and hold harmless the School Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or part from any actual or alleged act or omission of the **Contractor**, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work, or violation of law, statute, ordinance, governmental administration order, rule or regulation by **Contractor** in the performance of the work; or liens, claims or actions made by the **Contractor** or any subcontractor or other party performing the work. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the **Contractor** or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts or any statutory bar. This provision shall survive the termination of or completion of all obligations under this Agreement.

#### 8. DUTY TO DEFEND

The **Contractor** agrees, at its own expense, and upon written request by the **Board**, to defend any suit, action or demand brought against the **School Board** on any claim or demand arising out of, resulting from or incidental to **Contractor's** performance under this Agreement.

#### 9. CANCELLATION / TERMINATION

In the event any of the provisions of this agreement are violated by the contractor, the Superintendent or their designee, shall give written notice to the **Contractor** stating the deficiencies and unless the deficiencies are



corrected within ten (10) days, recommendation will be made to the **School Board** for immediate cancellation. Upon cancellation hereunder, the **School Board** of Indian River County, Florida, 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 any contract at any time and for any reason, upon giving ten (10) business days prior written notice to the **Contractor**. If said contract should be terminated for convenience as provided herein, the **School Board** shall be relieved of all obligations under said contract. The **School Board** of Indian River County shall only be required to pay to the **Contractor** that amount of the contract actually performed to the effective date of termination.

#### 10. EQUAL EMPLOYMENT OPPORTUNITY

**Contractors** awarded contracts involving Federal Funds in excess of \$10,000 must be in compliance with 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).

#### 11. ACCESS TO RECORDS / FLORIDA'S PUBLIC RECORDS LAWS

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. **Contractor** understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The **Contractor** shall keep records to show its compliance with program requirements. **Contractors** and subcontractors must make available, upon request of the **School Board**, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the **Contractor** which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The **Contractor** shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. **Contractor** shall destroy any duplicate records which are exempt from public records disclosure as set forth in Chapter 119. Upon termination of this agreement all public records in possession of the **Contractor** must be transferred to **School Board** at no cost. If records are stored electronically, the records must be provided in a compatible format to **School Board's** operating system.

#### 12. PATENTS, COPYRIGHTS AND ROYALTIES

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by The **School Board** of Indian River County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement. **Contractor** shall defend, indemnify and hold the **School Board** and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by **Contractor** of any third-party patent, copyright or trademark or (ii) misappropriation by **Contractor** of any third-party trade secret in connection with any of the foregoing. **Contractor** will indemnify and hold harmless the School Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the **School Board**. If **Contractor** uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

#### 13. BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and **School Board** Policies as amended from time to time **Contractor** agrees that, if **Contractor** receives remuneration

for services, **Contractor** and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and **School Board** Policies prior to providing services to The **School Board** of Indian River County.

Additionally, **Contractor** agrees that each of its employees, representatives, agents, subcontractors or suppliers who is permitted access on school grounds when students are present, who has direct contact with students or who has access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes and **School Board** Policies.

A non-instructional **Contractor** who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under §943.043 and the national sex offender public registry maintained by the United States Department of Justice.

Further, upon obtaining clearance by **School Board**, the **School Board** will issue a photo identification badge, which shall be worn by the individual at all times in plain sight while on **School Board** property when students are present. **Contractor** agrees to bear any and all costs associated with acquiring the required background screening including any costs associated with fingerprinting and obtaining the required photo identification badge. **Contractor** agrees to require all its affected employees to sign a statement, as a condition of employment with **Contractor** in relation to performance under this Bid/RFP/Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the **Contractor**/Employer of any arrest(s) or conviction (s) of any offense enumerated in **School Board** Policy 8475 within 48 hours of its occurrence.

**Contractor** agrees to provide the **School Board** with a list of all its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. **Contractor** agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. **Contractor** further agrees to notify the **School Board** immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by **Contractor** to notify the **School Board** of such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement. The parties further agree that failure by **Contractor** to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the **School Board** to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

#### 14. CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

As per **School Board** Rule 1113, it is the policy that no District officer or employee, including but not limited to, **Board** members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship with any business entity or any agency which is doing business with an agency of which s/he is an officer or employee, excluding those organization and their officer who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the District.

Furthermore, it is the policy of the **Board** that no District officer or employee, including but not limited to **Board** members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship that will create any conflict whatsoever between his/her private interests and the performance of his/her duties or that would impede the full and faithful discharge of his/her

duties. It is the intent of the **Board** that this policy is interpreted consistent with the Florida Commission on Ethics interpretations.

#### 15. COMPLIANCE WITH BOARD POLICIES

I certify agreement with the following **School Board** Policies: 6320 Purchasing and Contracting for Goods and Services; 6324 Code of Silence; 6322 Construction Contracting and Bidding; 6540 Consultant Agreements; and 6460 Vendor Relations, and agree to comply with all applicable **School Board** contracting and procurement policies and procedures.

#### 16. ASSIGNMENT

This Agreement may not be assigned nor may any assignment of monies due, or to become due to **Contractor**, be assigned without the prior written agreement of The **School Board** of Indian River County, Florida. If **Contractor** attempts to make such an assignment, such attempt shall constitute a condition of default.

#### 17. DEBARMENT

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 the preceding five-year period, 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 the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.
- (e) Have not been debarred by the School Board pursuant to School Board policy 6320.

**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, information, or terminations as described in paragraphs 19(a) – (e) above, with respect to **Contractor** or its principals.

#### 18. DAVIS-BACON ACT LABOR STANDARDS

The **Contractor** shall comply with all applicable provisions of 40 U.S.C. §276a to 276a-7, the Davis-Bacon Act, as supplemented by the Department of Labor regulations (29 C.F.R. Part 5 "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

#### 19. 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 of 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.

**20. NO WAIVER**

Nothing herein is intended to serve as a waiver of sovereign immunity by the **School Board**.

**21. 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, or national or ethnic origin.

**22. NO TAXES**

The **School Board** is not obligated and does not agree to pay any federal, state, or local tax as a result of this agreement. The only exemption regarding payment of taxes shall be for situations that involve re-sale of product to the public for the purpose of fund-raising.

**23. WRITTEN NOTICE DELIVERY**

Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.



**VENDOR/CONTRACTOR**

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

BrightView Landscape Services, Inc.

Company Name

Luke Davis

Signature of Vendor/Contractor

Luke Davis, VP of Finance

Printed Name of Vendor/Contractor

2/13/2018

Date

Address

TELEPHONE / FAX NUMBER

CONTACT EMAIL ADDRESS

FEIN (BUSINESS) \_\_\_\_\_

SS# (INDIVIDUAL) \_\_\_\_\_

The School Board of Indian River County, Florida

Shawn R Frost

Signature of Chairman, School Board of Indian River County, FL

Shawn Frost

Printed Name of Chairman, School Board of Indian River County, FL

2/27/2018

Date

6500 57<sup>th</sup> Street

Address

Vero Beach, FL 32967

**Approval to Award Request for Proposal (RFP) #14-0-2018/JC to Advanced Roofing, Inc. as the Primary Vendor and Crowther Roofing and Sheet Metal of Florida and Hi-Tech Roofing & Sheet Metal, Inc. as Alternates for Roof Repair and Maintenance - Mr. Morrison**

The purpose and intent of this Request for Proposal is to secure firm prices and establish a term contract for roof repair and maintenance as specified. It is the District’s intent to obtain professional services in which the vendor has the capability and the capacity to perform best practice commercial services as required on various types roof located within Indian River County. All work shall be performed on a time and materials basis. The successful bidder(s) will furnish at their expense all labor, materials, transportation, technical expertise, supervision, licensing, applicable certificates necessary for best practice to complete each project and be solely responsible for all work assigned by the District, means, methods, techniques, sequences and procedures for coordinating all portions of all projects. To meet the time and task demands of this school district a primary and two alternate awards shall be made to the most responsive and responsible bidders meeting the specifications, terms and conditions of this RFP. Award will not be made on the basis of price alone but to the proposers whose submission contains the most advantageous combination of hourly rate, qualifications, experience of staff, litigation and references. The annual financial impact to the District as estimated by the Physical Plant Department is \$200,000. The term of this RFP is from February 27, 2018 through February 26, 2019 and may, by mutual agreement between the Board and the awardee, be renewed for two additional one year periods.

Notice of RFP was placed in the Indian River Press Journal on December 10, 2017. Notice was also posted on Onvia DemandStar and the Purchasing Department’s website. Six (6) responses were received by the deadline of 2:00 p.m., January 9, 2018. The Evaluation Team reviewed all responses and assigned points as follows:

*Legend: Primary Award* \_\_\_\_\_ *Alternate Award* \_\_\_\_\_

| Company Name                                       | Points Assigned |
|--|-----------------|
| <u>Advanced Roofing, Inc.</u>                      | <u>282</u>      |
| <u>Crowther Roofing and Sheet Metal of Florida</u> | <u>280</u>      |
| <u>Hi-Tech Roofing &amp; Sheet Metal, Inc.</u>     | <u>260</u>      |
| Atlas Apex Roofing, LLC                            | 256             |
| Vero Beach Roofing, Inc.                           | 251             |
| Southern Coatings                                  | 239             |

The Purchasing Department recommends award to Advanced Roofing, Inc. as the primary vendor and Crowther Roofing and Sheet Metal of Florida and Hi-Tech Roofing & Sheet Metal, Inc. as the two alternates.

Failure to file a protest with the time prescribed in Florida Statutes 120.57(3) or failure to post a bond or other security required by law within the time allowed for filing a bond shall constitute a waiver or proceedings under Chapter 120, Florida Statutes.

**This page intentionally left blank.**



**THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA  
AGREEMENT FORM FOR CONSTRUCTION CONTRACTED SERVICES**

**THIS AGREEMENT**, entered into this 28 day of February 2018, by and between the School Board of Indian River County, Florida, a political subdivision of the State of Florida hereinafter referred to as the "School Board", and Advanced Roofing Inc. as Primary Awardee (Legal Name of Contracting Party/Organization) hereinafter referred to as the "CONTRACTOR", is as follows:

**1. SCOPE OF WORK**

Nature of Contracted Services: **Districtwide Roof Repairs and Maintenance Services**

Nature of Contracted Services: **Time and Material per rates listed on page 15 of 18 of RFP 14-0-2018JC**

Anticipated Outcome of Contracted Services: **Scope of services as defined in attached RFP 14-0-2018JC Dated 12/6/2017. February 28, 2018 Through February 27, 2019, Option to renew annually for a period of two additional years.**

Location of Contracted Service: **School District of Indian River County, 27 Sites Per RFP 14-0-2018JC Dated 12/6/2017.**

Date(s)/Hours of Service: **February 28, 2018 Through February 27, 2019, Option to renew annually for a period of two additional years. Time and Material Basis, Estimates within (3) Working days of request (or as otherwise directed). Emergency Work within (2) Hours of Notice (or as otherwise directed). All repair work shall include before and after pictures. Time and Material per rates listed on page 15 of 18 of RFP 14-0-2018JC dated 12/6/17. \$70.00 per hour Journeyman/\$50.00 per hour Apprentice/\$70.00 per hour Sheet Metal Fabricator during regular hours 7:00AM- 5:00pm and \$85.00/\$65.00 and \$85.00 for hours other than regular and weekends and holidays per page 15 of 18 in RFP, Material -Cost Plus 15% Equipment Rental- Cost Plus 5%**

**2. TERM OF AGREEMENT -**

The Contractor shall commence performance of the Agreement on the 28th day of February 2018, and shall complete performance to the satisfaction of the Superintendent no later than the February 27th day of 2019. The School Board reserves the right to terminate this Agreement without cause by giving ten (10) days written notice to the Contractor.

### 3. COMPENSATION

The **School Board** shall, upon completion of services by the **Contractor**, compensate the **Contractor** in an amount not to exceed \$70.00 per hour Journeyman/\$50.00 per hour Apprentice/\$70.00 per hour Sheet Metal Fabricator during regular hours 7:00AM- 5:00pm and \$85.00/\$65.00 and \$85.00 for hours other than regular and weekends and holidays per page 15 of 18 in RFP Material -Cost Plus 15% Equipment Rental- Cost Plus 5% which shall constitute the amount due under this Agreement. Agreements exceeding \$50,000 require **School Board** approval. The **Contractor** agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the **School Board** in advance of the expenditures being incurred. The **Contractor** shall be reimbursed for such approved expenditures as provided by §112.061 Florida Statutes, and School Board Policy 6550.

### 4. PAYMENT SCHEDULE

Payment will be generated by the **School Board's** Accounts Payable Department within forty-five (45) days after completion of services and receipt of invoice(s). Payment will be made as indicated below:

- Lump sum payment in the amount of \$ \_\_\_\_\_ upon completion of services and District-approved invoice
- Partial payments after District-approved invoice(s).
- See payment schedule hereto attached and incorporated into this Agreement.
- Payment of District-approved invoice(s).

### 5. REGULATIONS & ORDINANCES

The **Contractor** shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments being licensed, if required, for performance of any work under this Agreement.

### 6. GOVERNING LAW; VENUE

This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Indian River County. All parties shall be responsible for their own attorneys' fees.

### 7. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

**Contractor** shall, in addition to any other obligation to indemnify the **School Board** of Indian River County, Florida, protect, defend, indemnify and hold harmless the School Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or part from any actual or alleged act or omission of the **Contractor**, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work, or violation of law, statute, ordinance, governmental administration order, rule or regulation by **Contractor** in the performance of the work; or liens, claims or actions made by the **Contractor** or any subcontractor or other party performing the work. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the **Contractor** or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts or any statutory bar. This provision shall survive the termination of or completion of all obligations under this Agreement.

#### 8. DUTY TO DEFEND

The **Contractor** agrees, at its own expense, and upon written request by the **Board**, to defend any suit, action or demand brought against the **School Board** on any claim or demand arising out of, resulting from or incidental to **Contractor's** performance under this Agreement.

#### 9. CANCELLATION / TERMINATION

In the event any of the provisions of this agreement are violated by the contractor, the Superintendent or their designee, shall give written notice to the **Contractor** stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the **School Board** for immediate cancellation. Upon cancellation hereunder, the **School Board** of Indian River County, Florida, 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 any contract at any time and for any reason, upon giving ten (10) business days prior written notice to the **Contractor**. If said contract should be terminated for convenience as provided herein, the **School Board** shall be relieved of all obligations under said contract. The **School Board** of Indian River County shall only be required to pay to the **Contractor** that amount of the contract actually performed to the effective date of termination.

#### 10. EQUAL EMPLOYMENT OPPORTUNITY

**Contractors** awarded contracts involving Federal Funds in excess of \$10,000 must be in compliance with 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).

#### 11. ACCESS TO RECORDS / FLORIDA'S PUBLIC RECORDS LAWS

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. **Contractor** understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The **Contractor** shall keep records to show its compliance with program requirements. **Contractors** and subcontractors must make available, upon request of the **School Board**, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the **Contractor** which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The **Contractor** shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. **Contractor** shall destroy any duplicate records which are exempt from public records disclosure as set forth in Chapter 119. Upon termination of this agreement all public records in possession of the **Contractor** must be transferred to **School Board** at no cost. If records are stored electronically, the records must be provided in a compatible format to **School Board's** operating system.

#### 12. PATENTS, COPYRIGHTS AND ROYALTIES

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by The **School Board** of Indian River County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement. **Contractor** shall defend, indemnify and hold the **School Board** and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by **Contractor** of any third-party patent, copyright or trademark or (ii) misappropriation by **Contractor** of any third-party trade secret in connection with any of the foregoing. **Contractor** will indemnify and hold harmless the School Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement,

including its use by the **School Board**. If **Contractor** uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

### 13. BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and **School Board** Policies as amended from time to time **Contractor** agrees that, if **Contractor** receives remuneration for services, **Contractor** and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and **School Board** Policies prior to providing services to The **School Board** of Indian River County.

Additionally, **Contractor** agrees that each of its employees, representatives, agents, subcontractors or suppliers who is permitted access on school grounds when students are present, who has direct contact with students or who has access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes and **School Board** Policies.

A non-instructional **Contractor** who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under §943.043 and the national sex offender public registry maintained by the United States Department of Justice.

Further, upon obtaining clearance by **School Board**, the **School Board** will issue a photo identification badge, which shall be worn by the individual at all times in plain sight while on **School Board** property when students are present. **Contractor** agrees to bear any and all costs associated with acquiring the required background screening including any costs associated with fingerprinting and obtaining the required photo identification badge. **Contractor** agrees to require all its affected employees to sign a statement, as a condition of employment with **Contractor** in relation to performance under this Bid/RFP/Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the **Contractor**/Employer of any arrest(s) or conviction (s) of any offense enumerated in **School Board** Policy 8475 within 48 hours of its occurrence.

**Contractor** agrees to provide the **School Board** with a list of all its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. **Contractor** agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. **Contractor** further agrees to notify the **School Board** immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by **Contractor** to notify the **School Board** of such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement. The parties further agree that failure by **Contractor** to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the **School Board** to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

### 14. CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

As per **School Board** Rule 1113, it is the policy that no District officer or employee, including but not limited to, **Board** members, administrators, instructional staff members, or support staff members, shall have or hold

any employment or contractual relationship with any business entity or any agency which is doing business with an agency of which s/he is an officer or employee, excluding those organization and their officer who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the District.

Furthermore, it is the policy of the **Board** that no District officer or employee, including but not limited to **Board** members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship that will create any conflict whatsoever between his/her private interests and the performance of his/her duties or that would impede the full and faithful discharge of his/her duties. It is the intent of the **Board** that this policy is interpreted consistent with the Florida Commission on Ethics interpretations.

#### 15. COMPLIANCE WITH BOARD POLICIES

I certify agreement with the following **School Board** Policies: 6320 Purchasing and Contracting for Goods and Services; 6324 Cone of Silence; 6322 Construction Contracting and Bidding; 6540 Consultant Agreements; and 6460 Vendor Relations, and agree to comply with all applicable **School Board** contracting and procurement policies and procedures.

#### 16. ASSIGNMENT

This Agreement may not be assigned nor may any assignment of monies due, or to become due to **Contractor**, be assigned without the prior written agreement of The **School Board** of Indian River County, Florida. If **Contractor** attempts to make such an assignment, such attempt shall constitute a condition of default.

#### 17. DEBARMENT

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 the preceding five-year period, 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 the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.
- (e) Have not been debarred by the School Board pursuant to School Board policy 6320.

**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, information, or terminations as described in paragraphs 19(a) – (e) above, with respect to **Contractor** or its principals.

#### 18. DAVIS-BACON ACT LABOR STANDARDS

The **Contractor** shall comply with all applicable provisions of 40 U.S.C. §276a to 276a-7, the Davis-Bacon Act, as supplemented by the Department of Labor regulations (29 C.F.R. Part 5 "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

#### 19. 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 of 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.

#### 20. NO WAIVER

Nothing herein is intended to serve as a waiver of sovereign immunity by the **School Board**.

#### 21. 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, or national or ethnic origin.

#### 22. NO TAXES

The **School Board** is not obligated and does not agree to pay any federal, state, or local tax as a result of this agreement. The only exemption regarding payment of taxes shall be for situations that involve re-sale of product to the public for the purpose of fund-raising.

#### 23. WRITTEN NOTICE DELIVERY

Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

**Contractor/Vendor Address.** The address for Contractor/Vendor for all purposes under this agreement and for all notices hereunder shall be:

**Contractor/Vendor**                    Advanced Roofing Inc.  
**Contact's Name/Title**            **Attn: Robert P. Kornahrens**  
**Address:**                                1950 NW 22<sup>nd</sup> Street Fort Lauderdale, FL. 33311

**School Board's Address.** The address for the School Board of Indian River County for all purposes under this agreement and for all notices hereunder shall be:

**School Board of Indian River County**  
**Attn: Superintendent, Mark J. Rendell, Ed.D**  
**6500 57<sup>th</sup> Street**  
**Vero Beach, Florida 32967**

**With a copy to:**

Department                                **Purchasing Department**  
Department Director                    **Jeff Carver**  
Address:                                        6055 62<sup>nd</sup> Avenue Vero Beach Florida 32967

**And a copy to:**

Department                                Physical Plant  
Department Director                    **Attn: Robert Michael**  
Address:                                        6055 62<sup>nd</sup> Avenue  
Vero Beach, FL 32967

#### **24. INSURANCE REQUIREMENTS**

**Contractor** shall provide evidence of insurance as may be required by the **School Board's** Office of Risk and Benefit Department, which may include, without limitation, professional liability, general liability, worker's compensation and auto liability insurance coverage. Upon request, "The **School Board** of Indian River County, Florida, its officers, directors and employees" shall be named as additional insured. Prior to effective date of the Agreement, **Contractor** shall be responsible for providing the **School Board** with (1) certificate(s) of insurance and (2) policy endorsement(s) as proof of said coverage. If the Agreement is pursuant to a Request for Proposal or Invitation to Bid, then the **Contractor** shall also comply with insurance requirements set forth therein. **Contractor** shall maintain insurance coverage in effect for the entire term of the Agreement. Cancellation or modification of terms, without the prior written consent of the **School Board**, shall constitute a material default under the Agreement.

VENDOR/CONTRACTOR

THE SCHOOL BOARD OF INDIAN RIVER COUNTY,  
FLORIDA

Advanced Roofing, Inc.

Company Name



Signature of Vendor/Contractor

Robert P. Kornahrens

Printed Name of Vendor/Contractor

2/13/2018

Date

1950 NW 22nd Street

Address

Fort Lauderdale, FL 33311

(954)522-6868 / (954)566-2967

TELEPHONE / FAX NUMBER

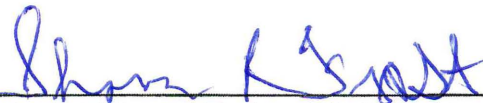
ronneyt@advancedroofing.com

CONTACT EMAIL ADDRESS

FEIN (BUSINESS) 59-2360591

SS# (INDIVIDUAL) N/A

The School Board of Indian River County, Florida



Signature of Chairman, School Board of Indian River County, FL

Shawn Frost

Printed Name of Chairman, School Board of Indian River County, FL

2/27/2018

Date

6500 57th Street

Address

Vero Beach, FL 32967



**THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA  
AGREEMENT FORM FOR CONSTRUCTION CONTRACTED SERVICES**

THIS AGREEMENT, entered into this 28 day of February 2018, by and between the School Board of Indian River County, Florida, a political subdivision of the State of Florida hereinafter referred to as the "School Board", and Crowther Roofing and Sheet Metal of Florida as Alternate Awardee (Legal Name of Contracting Party/Organization) hereinafter referred to as the "CONTRACTOR", is as follows:

**1. SCOPE OF WORK**

Nature of Contracted Services: **Districtwide Roof Repairs and Maintenance Services**

Nature of Contracted Services: **Time and Material per rates listed on page 15 of 18 of RFP 14-0-2018JC**

Anticipated Outcome of Contracted Services: **Scope of services as defined in attached RFP 14-0-2018JC Dated 12/6/2017. February 28, 2018 Through February 27, 2019, Option to renew annually for a period of two additional years.**

Location of Contracted Service: **School District of Indian River County, 27 Sites Per RFP 14-0-2018JC Dated 12/6/2017.**

Date(s)/Hours of Service: **February 28, 2018 Through February 27, 2019, Option to renew annually for a period of two additional years. Time and Material Basis, Estimates within (3) Working days of request (or as otherwise directed). Emergency Work within (2) Hours of Notice (or as otherwise directed). All repair work shall include before and after pictures. Time and Material per rates listed on page 15 of 18 of RFP 14-0-2018JC dated 12/6/17. 55.00 per hour Journeyman/\$45.00 per hour Apprentice/\$50.00 per hour Sheet Metal Fabricator during regular hours 7:00AM- 5:00pm and \$82.00/\$67.00 and \$75.00 for hours other than regular and weekends and holidays per page 15 of 18 in RFP, Material –Cost Plus 15% Equipment Rental- Cost Plus 10%.**

**2. TERM OF AGREEMENT -**

The Contractor shall commence performance of the Agreement on the 28th day of February 2018, and shall complete performance to the satisfaction of the Superintendent no later than the February 27th day of 2019. The School Board reserves the right to terminate this Agreement without cause by giving ten (10) days written notice to the Contractor.

### 3. COMPENSATION

The **School Board** shall, upon completion of services by the **Contractor**, compensate the **Contractor** in an amount not to exceed \$55.00 per hour Journeyman/\$45.00 per hour Apprentice/\$50.00 per hour Sheet Metal Fabricator during regular hours 7:00AM- 5:00pm and \$82.00/\$67.00 and \$75.00 for hours other than regular and weekends and holidays per page 15 of 18 in RFP Material-Cost Plus 15% Equipment Rental- Cost Plus 10% which shall constitute the amount due under this Agreement. Agreements exceeding \$50,000 require **School Board** approval. The **Contractor** agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the **School Board** in advance of the expenditures being incurred. The **Contractor** shall be reimbursed for such approved expenditures as provided by §112.061 Florida Statutes, and School Board Policy 6550.

### 4. PAYMENT SCHEDULE

Payment will be generated by the **School Board's** Accounts Payable Department within forty-five (45) days after completion of services and receipt of invoice(s). Payment will be made as indicated below:

- Lump sum payment in the amount of \$ \_\_\_\_\_ upon completion of services and District-approved invoice
- Partial payments after District-approved invoice(s).
- See payment schedule hereto attached and incorporated into this Agreement.
- Payment of District-approved invoice(s).

### 5. REGULATIONS & ORDINANCES

The **Contractor** shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments being licensed, if required, for performance of any work under this Agreement.

### 6. GOVERNING LAW; VENUE

This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Indian River County. All parties shall be responsible for their own attorneys' fees.

### 7. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

**Contractor** shall, in addition to any other obligation to indemnify the **School Board** of Indian River County, Florida, protect, defend, indemnify and hold harmless the **School Board**, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or part from any actual or alleged act or omission of the **Contractor**, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work, or violation of law, statute, ordinance, governmental administration order, rule or regulation by **Contractor** in the performance of the work; or liens, claims or actions made by the **Contractor** or any subcontractor or other party performing the work. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the **Contractor** or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts or any statutory bar. This provision shall survive the termination of or completion of all obligations under this Agreement.

#### 8. DUTY TO DEFEND

The **Contractor** agrees, at its own expense, and upon written request by the **Board**, to defend any suit, action or demand brought against the **School Board** on any claim or demand arising out of, resulting from or incidental to **Contractor's** performance under this Agreement.

#### 9. CANCELLATION / TERMINATION

In the event any of the provisions of this agreement are violated by the contractor, the Superintendent or their designee, shall give written notice to the **Contractor** stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the **School Board** for immediate cancellation. Upon cancellation hereunder, the **School Board** of Indian River County, Florida, 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 any contract at any time and for any reason, upon giving ten (10) business days prior written notice to the **Contractor**. If said contract should be terminated for convenience as provided herein, the **School Board** shall be relieved of all obligations under said contract. The **School Board** of Indian River County shall only be required to pay to the **Contractor** that amount of the contract actually performed to the effective date of termination.

#### 10. EQUAL EMPLOYMENT OPPORTUNITY

**Contractors** awarded contracts involving Federal Funds in excess of \$10,000 must be in compliance with 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).

#### 11. ACCESS TO RECORDS / FLORIDA'S PUBLIC RECORDS LAWS

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. **Contractor** understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The **Contractor** shall keep records to show its compliance with program requirements. **Contractors** and subcontractors must make available, upon request of the **School Board**, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the **Contractor** which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The **Contractor** shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. **Contractor** shall destroy any duplicate records which are exempt from public records disclosure as set forth in Chapter 119. Upon termination of this agreement all public records in possession of the **Contractor** must be transferred to **School Board** at no cost. If records are stored electronically, the records must be provided in a compatible format to **School Board's** operating system.

#### 12. PATENTS, COPYRIGHTS AND ROYALTIES

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by The **School Board** of Indian River County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement. **Contractor** shall defend, indemnify and hold the **School Board** and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by **Contractor** of any third-party patent, copyright or trademark or (ii) misappropriation by **Contractor** of any third-party trade secret in connection with any of the foregoing. **Contractor** will indemnify and hold harmless the School Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement,

including its use by the **School Board**. If **Contractor** uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

### 13. BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and **School Board** Policies as amended from time to time **Contractor** agrees that, if **Contractor** receives remuneration for services, **Contractor** and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and **School Board** Policies prior to providing services to The **School Board** of Indian River County.

Additionally, **Contractor** agrees that each of its employees, representatives, agents, subcontractors or suppliers who is permitted access on school grounds when students are present, who has direct contact with students or who has access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes and **School Board** Policies.

A non-instructional **Contractor** who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under §943.043 and the national sex offender public registry maintained by the United States Department of Justice.

Further, upon obtaining clearance by **School Board**, the **School Board** will issue a photo identification badge, which shall be worn by the individual at all times in plain sight while on **School Board** property when students are present. **Contractor** agrees to bear any and all costs associated with acquiring the required background screening including any costs associated with fingerprinting and obtaining the required photo identification badge. **Contractor** agrees to require all its affected employees to sign a statement, as a condition of employment with **Contractor** in relation to performance under this Bid/RFP/Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the **Contractor**/Employer of any arrest(s) or conviction (s) of any offense enumerated in **School Board** Policy 8475 within 48 hours of its occurrence.

**Contractor** agrees to provide the **School Board** with a list of all its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. **Contractor** agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. **Contractor** further agrees to notify the **School Board** immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by **Contractor** to notify the **School Board** of such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement. The parties further agree that failure by **Contractor** to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the **School Board** to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

### 14. CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

As per **School Board** Rule 1113, it is the policy that no District officer or employee, including but not limited to, **Board** members, administrators, instructional staff members, or support staff members, shall have or hold

any employment or contractual relationship with any business entity or any agency which is doing business with an agency of which s/he is an officer or employee, excluding those organization and their officer who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the District.

Furthermore, it is the policy of the **Board** that no District officer or employee, including but not limited to **Board** members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship that will create any conflict whatsoever between his/her private interests and the performance of his/her duties or that would impede the full and faithful discharge of his/her duties. It is the intent of the **Board** that this policy is interpreted consistent with the Florida Commission on Ethics interpretations.

#### 15. COMPLIANCE WITH BOARD POLICIES

I certify agreement with the following **School Board** Policies: 6320 Purchasing and Contracting for Goods and Services; 6324 Code of Silence; 6322 Construction Contracting and Bidding; 6540 Consultant Agreements; and 6460 Vendor Relations, and agree to comply with all applicable **School Board** contracting and procurement policies and procedures.

#### 16. ASSIGNMENT

This Agreement may not be assigned nor may any assignment of monies due, or to become due to **Contractor**, be assigned without the prior written agreement of The **School Board** of Indian River County, Florida. If **Contractor** attempts to make such an assignment, such attempt shall constitute a condition of default.

#### 17. DEBARMENT

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 the preceding five-year period, 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 the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.
- (e) Have not been debarred by the School Board pursuant to School Board policy 6320.

**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, information, or terminations as described in paragraphs 19(a) – (e) above, with respect to **Contractor** or its principals.

#### 18. DAVIS-BACON ACT LABOR STANDARDS

The **Contractor** shall comply with all applicable provisions of 40 U.S.C. §276a to 276a-7, the Davis-Bacon Act, as supplemented by the Department of Labor regulations (29 C.F.R. Part 5 "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

#### 19. 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 of 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.

#### 20. NO WAIVER

Nothing herein is intended to serve as a waiver of sovereign immunity by the **School Board**.

#### 21. 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, or national or ethnic origin.

#### 22. NO TAXES

The **School Board** is not obligated and does not agree to pay any federal, state, or local tax as a result of this agreement. The only exemption regarding payment of taxes shall be for situations that involve re-sale of product to the public for the purpose of fund-raising.

#### 23. WRITTEN NOTICE DELIVERY

Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

**Contractor/Vendor Address.** The address for Contractor/Vendor for all purposes under this agreement and for all notices hereunder shall be:

Contractor/Vendor Crowther Roofing and Sheet Metal of Florida.  
Contact's Name/Title Attn: Bobby Koder  
Address: 15865 Assembly Loop, Jupiter Florida 33478

**School Board's Address.** The address for the School Board of Indian River County for all purposes under this agreement and for all notices hereunder shall be:

School Board of Indian River County  
Attn: Superintendent, Mark J. Rendell, Ed.D  
6500 57th Street  
Vero Beach, Florida 32967

With a copy to:

Department Purchasing Department  
Department Director Jeff Carver  
Address: 6055 62<sup>nd</sup> Avenue Vero Beach Florida 32967

And a copy to:

Department Physical Plant  
Department Director Attn: Robert Michael  
Address: 6055 62<sup>nd</sup> Avenue  
Vero Beach, FL 32967

#### 24. INSURANCE REQUIREMENTS

**Contractor** shall provide evidence of insurance as may be required by the **School Board's** Office of Risk and Benefit Department, which may include, without limitation, professional liability, general liability, worker's compensation and auto liability insurance coverage. Upon request, "The **School Board** of Indian River County, Florida, its officers, directors and employees" shall be named as additional insured. Prior to effective date of the Agreement, **Contractor** shall be responsible for providing the **School Board** with (1) certificate(s) of insurance and (2) policy endorsement(s) as proof of said coverage. If the Agreement is pursuant to a Request for Proposal or Invitation to Bid, then the **Contractor** shall also comply with insurance requirements set forth therein. **Contractor** shall maintain insurance coverage in effect for the entire term of the Agreement. Cancellation or modification of terms, without the prior written consent of the **School Board**, shall constitute a material default under the Agreement.



Contract Number

(For Procurement Use Only)

VENDOR/CONTRACTOR

THE SCHOOL BOARD OF INDIAN RIVER COUNTY,  
FLORIDA

Crowther Roofing and Sheet Metal of Florida, Inc.

Company Name

Signature of Vendor/Contractor

Lee S. Crowther, CEO

Printed Name of Vendor/Contractor

February 12, 2018

Date

15865 Assembly Loop

Address

Jupiter, FL 33478

561-624-9400 / 561-624-9189

TELEPHONE / FAX NUMBER

bobbyk@crowther.net

CONTACT EMAIL ADDRESS

FEIN (BUSINESS) 65-0653836

SS# (INDIVIDUAL) \_\_\_\_\_

The School Board of Indian River County, Florida

Signature of Chairman, School Board of Indian River County, FL

Shawn Frost

Printed Name of Chairman, School Board of Indian River County, FL

2/27/2018

Date

6500 57<sup>th</sup> Street

Address

Vero Beach, FL 32967



**THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA  
AGREEMENT FORM FOR CONSTRUCTION CONTRACTED SERVICES**

**THIS AGREEMENT**, entered into this 28 day of February 2018, by and between the School Board of Indian River County, Florida, a political subdivision of the State of Florida hereinafter referred to as the "School Board", and Hi-Tech Roofing & Sheet Metal Inc. as Alternate Awardee (Legal Name of Contracting Party/Organization) hereinafter referred to as the "CONTRACTOR", is as follows:

**1. SCOPE OF WORK**

Nature of Contracted Services: **Districtwide Roof Repairs and Maintenance Services**

Nature of Contracted Services: **Time and Material per rates listed on page 15 of 18 of RFP 14-0-2018JC**

Anticipated Outcome of Contracted Services: **Scope of services as defined in attached RFP 14-0-2018JC Dated 12/6/2017. February 28, 2018 Through February 27, 2019, Option to renew annually for a period of two additional years.**

Location of Contracted Service: **School District of Indian River County, 27 Sites Per RFP 14-0-2018JC Dated 12/6/2017.**

Date(s)/Hours of Service: **February 28, 2018 Through February 27, 2019, Option to renew annually for a period of two additional years. Time and Material Basis, Estimates within (3) Working days of request (or as otherwise directed). Emergency Work within (2) Hours of Notice (or as otherwise directed). All repair work shall include before and after pictures. Time and Material per rates listed on page 15 of 18 of RFP 14-0-2018JC dated 12/6/17. \$ 65.00 per hour Journeyman/\$55.00 per hour Apprentice/\$65.00 per hour Sheet Metal Fabricator during regular hours 7:00AM- 5:00pm and \$97.50 / \$82.50 and \$97.50 for hours other than regular and weekends and holidays per page 15 of 18 in RFP, Material- Cost Plus 10% Equipment Rental- Cost Plus 10%.**

**2. TERM OF AGREEMENT -**

The **Contractor** shall commence performance of the Agreement on the 28th day of February 2018, and shall complete performance to the satisfaction of the Superintendent no later than the February 27th day of 2019. The **School Board** reserves the right to terminate this Agreement without cause by giving ten (10) days written notice to the **Contractor**.

### 3. COMPENSATION

The **School Board** shall, upon completion of services by the **Contractor**, compensate the **Contractor** in an amount not to exceed **\$ 65.00 per hour Journeyman/\$55.00 per hour Apprentice/\$65.00 per hour Sheet Metal Fabricator during regular hours 7:00AM- 5:00pm and \$97.50 / \$82.50 and \$97.50 for hours other than regular and weekends and holidays per page 15 of 18 in RFP Material- Cost Plus 10% Equipment Rental- Cost Plus 10%**, which shall constitute the amount due under this Agreement. Agreements exceeding \$50,000 require **School Board** approval. The **Contractor** agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the **School Board** in advance of the expenditures being incurred. The **Contractor** shall be reimbursed for such approved expenditures as provided by §112.061 Florida Statutes, and School Board Policy 6550.

### 4. PAYMENT SCHEDULE

Payment will be generated by the **School Board's** Accounts Payable Department within forty-five (45) days after completion of services and receipt of invoice(s). Payment will be made as indicated below:

- Lump sum payment in the amount of \$ \_\_\_\_\_ upon completion of services and District-approved invoice
- Partial payments after District-approved invoice(s).
- See payment schedule hereto attached and incorporated into this Agreement.
- Payment of District-approved invoice(s).

### 5. REGULATIONS & ORDINANCES

The **Contractor** shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments being licensed, if required, for performance of any work under this Agreement.

### 6. GOVERNING LAW; VENUE

This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Indian River County. All parties shall be responsible for their own attorneys' fees.

### 7. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

**Contractor** shall, in addition to any other obligation to indemnify the **School Board** of Indian River County, Florida, protect, defend, indemnify and hold harmless the School Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or part from any actual or alleged act or omission of the **Contractor**, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work, or violation of law, statute, ordinance, governmental administration order, rule or regulation by **Contractor** in the performance of the work; or liens, claims or actions made by the **Contractor** or any subcontractor or other party performing the work. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the **Contractor** or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts or any statutory bar. This provision shall survive the termination of or completion of all obligations under this Agreement.

#### 8. DUTY TO DEFEND

The **Contractor** agrees, at its own expense, and upon written request by the **Board**, to defend any suit, action or demand brought against the **School Board** on any claim or demand arising out of, resulting from or incidental to **Contractor's** performance under this Agreement.

#### 9. CANCELLATION / TERMINATION

In the event any of the provisions of this agreement are violated by the contractor, the Superintendent or their designee, shall give written notice to the **Contractor** stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the **School Board** for immediate cancellation. Upon cancellation hereunder, the **School Board** of Indian River County, Florida, 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 any contract at any time and for any reason, upon giving ten (10) business days prior written notice to the **Contractor**. If said contract should be terminated for convenience as provided herein, the **School Board** shall be relieved of all obligations under said contract. The **School Board** of Indian River County shall only be required to pay to the **Contractor** that amount of the contract actually performed to the effective date of termination.

#### 10. EQUAL EMPLOYMENT OPPORTUNITY

**Contractors** awarded contracts involving Federal Funds in excess of \$10,000 must be in compliance with 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).

#### 11. ACCESS TO RECORDS / FLORIDA'S PUBLIC RECORDS LAWS

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. **Contractor** understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The **Contractor** shall keep records to show its compliance with program requirements. **Contractors** and subcontractors must make available, upon request of the **School Board**, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the **Contractor** which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The **Contractor** shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. **Contractor** shall destroy any duplicate records which are exempt from public records disclosure as set forth in Chapter 119. Upon termination of this agreement all public records in possession of the **Contractor** must be transferred to **School Board** at no cost. If records are stored electronically, the records must be provided in a compatible format to **School Board's** operating system.

#### 12. PATENTS, COPYRIGHTS AND ROYALTIES

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by The **School Board** of Indian River County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement. **Contractor** shall defend, indemnify and hold the **School Board** and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by **Contractor** of any third-party patent, copyright or trademark or (ii) misappropriation by **Contractor** of any third-party trade secret in connection with any of the foregoing. **Contractor** will indemnify and hold harmless the School Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement,

including its use by the **School Board**. If **Contractor** uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

### 13. BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and **School Board** Policies as amended from time to time **Contractor** agrees that, if **Contractor** receives remuneration for services, **Contractor** and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and **School Board** Policies prior to providing services to The **School Board** of Indian River County.

Additionally, **Contractor** agrees that each of its employees, representatives, agents, subcontractors or suppliers who is permitted access on school grounds when students are present, who has direct contact with students or who has access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes and **School Board** Policies.

A non-instructional **Contractor** who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under §943.043 and the national sex offender public registry maintained by the United States Department of Justice.

Further, upon obtaining clearance by **School Board**, the **School Board** will issue a photo identification badge, which shall be worn by the individual at all times in plain sight while on **School Board** property when students are present. **Contractor** agrees to bear any and all costs associated with acquiring the required background screening including any costs associated with fingerprinting and obtaining the required photo identification badge. **Contractor** agrees to require all its affected employees to sign a statement, as a condition of employment with **Contractor** in relation to performance under this Bid/RFP/Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the **Contractor**/Employer of any arrest(s) or conviction (s) of any offense enumerated in **School Board** Policy 8475 within 48 hours of its occurrence.

**Contractor** agrees to provide the **School Board** with a list of all its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. **Contractor** agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. **Contractor** further agrees to notify the **School Board** immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by **Contractor** to notify the **School Board** of such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement. The parties further agree that failure by **Contractor** to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the **School Board** to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

### 14. CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

As per **School Board** Rule 1113, it is the policy that no District officer or employee, including but not limited to, **Board** members, administrators, instructional staff members, or support staff members, shall have or hold

any employment or contractual relationship with any business entity or any agency which is doing business with an agency of which s/he is an officer or employee, excluding those organization and their officer who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the District.

Furthermore, it is the policy of the **Board** that no District officer or employee, including but not limited to **Board** members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship that will create any conflict whatsoever between his/her private interests and the performance of his/her duties or that would impede the full and faithful discharge of his/her duties. It is the intent of the **Board** that this policy is interpreted consistent with the Florida Commission on Ethics interpretations.

#### 15. COMPLIANCE WITH BOARD POLICIES

I certify agreement with the following **School Board** Policies: 6320 Purchasing and Contracting for Goods and Services; 6324 Cone of Silence; 6322 Construction Contracting and Bidding; 6540 Consultant Agreements; and 6460 Vendor Relations, and agree to comply with all applicable **School Board** contracting and procurement policies and procedures.

#### 16. ASSIGNMENT

This Agreement may not be assigned nor may any assignment of monies due, or to become due to **Contractor**, be assigned without the prior written agreement of The **School Board** of Indian River County, Florida. If **Contractor** attempts to make such an assignment, such attempt shall constitute a condition of default.

#### 17. DEBARMENT

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 the preceding five-year period, 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 the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.
- (e) Have not been debarred by the School Board pursuant to School Board policy 6320.

**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, information, or terminations as described in paragraphs 19(a) – (e) above, with respect to **Contractor** or its principals.

#### 18. DAVIS-BACON ACT LABOR STANDARDS

The **Contractor** shall comply with all applicable provisions of 40 U.S.C. §276a to 276a-7, the Davis-Bacon Act, as supplemented by the Department of Labor regulations (29 C.F.R. Part 5 "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

#### 19. 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 of 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.

#### 20. NO WAIVER

Nothing herein is intended to serve as a waiver of sovereign immunity by the **School Board**.

#### 21. 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, or national or ethnic origin.

#### 22. NO TAXES

The **School Board** is not obligated and does not agree to pay any federal, state, or local tax as a result of this agreement. The only exemption regarding payment of taxes shall be for situations that involve re-sale of product to the public for the purpose of fund-raising.

#### 23. WRITTEN NOTICE DELIVERY

Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

**Contractor/Vendor Address.** The address for Contractor/Vendor for all purposes under this agreement and for all notices hereunder shall be:

**Contractor/Vendor** Hi-Tech Roofing & Sheet Metal Inc.  
**Contact's Name/Title** Attn: Michael J. Daley  
**Address:** 2266 4<sup>th</sup> Avenue North Lake Worth, Florida 33461

**School Board's Address.** The address for the School Board of Indian River County for all purposes under this agreement and for all notices hereunder shall be:

School Board of Indian River County  
 Attn: Superintendent, Mark J. Rendell, Ed.D  
 6500 57<sup>th</sup> Street  
 Vero Beach, Florida 32967

**With a copy to:**

Department Purchasing Department  
 Department Director Jeff Carver  
 Address: 6055 62<sup>nd</sup> Avenue Vero Beach Florida 32967

**And a copy to:**

Department Physical Plant  
 Department Director Attn: Robert Michael  
 Address: 6055 62<sup>nd</sup> Avenue  
Vero Beach, FL 32967

#### 24. INSURANCE REQUIREMENTS

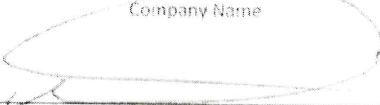
**Contractor** shall provide evidence of insurance as may be required by the **School Board's** Office of Risk and Benefit Department, which may include, without limitation, professional liability, general liability, worker's compensation and auto liability insurance coverage. Upon request, "The **School Board** of Indian River County, Florida, its officers, directors and employees" shall be named as additional insured. Prior to effective date of the Agreement, **Contractor** shall be responsible for providing the **School Board** with (1) certificate(s) of insurance and (2) policy endorsement(s) as proof of said coverage. If the Agreement is pursuant to a Request for Proposal or Invitation to Bid, then the **Contractor** shall also comply with insurance requirements set forth therein. **Contractor** shall maintain insurance coverage in effect for the entire term of the Agreement. Cancellation or modification of terms, without the prior written consent of the **School Board**, shall constitute a material default under the Agreement.

VENDOR/CONTRACTOR

THE SCHOOL BOARD OF INDIAN RIVER COUNTY,  
FLORIDA

Hi-Tech Roofing & Sheet Metal, Inc

Company Name



Signature of Vendor/Contractor

Michael J Daley

Printed Name of Vendor/Contractor

February 13, 2018

Date

2266 4th Avenue North

Address

Lake Worth, FL 33461

561-586-3110 / 561-586-5198

TELEPHONE / FAX NUMBER

Estimating@hi-techroofing.com

CONTACT EMAIL ADDRESS

FEIN (BUSINESS) 65-1053613

SS# (INDIVIDUAL)

The School Board of Indian River County, Florida



Signature of Chairman, School Board of Indian River County, FL

Shawn Frost

Printed Name of Chairman, School Board of Indian River County, FL

2/27/2018

Date

6500 57<sup>th</sup> Street

Address

Vero Beach, FL 32967



**Approval to Award RFQ #03-0-2018/JC to Multiple Firms for Civil Engineering Services - Mr. Morrison**

The Facilities, Planning and Construction Department requested that a Request for Qualifications (RFQ) be promulgated for professional civil engineering services. The purpose of this Request for Qualifications (RFQ) is to award multiple firms to perform site, civil, surveying and other engineering consulting services district wide on an as-needed basis pursuant to School Board Policy 6330, The Florida Consultant’s Competitive Negotiation Act (CCNA) F.S. 287-055, Florida Statutes Chapter 1013 and Florida Administrative Code Rule 6A-2.0010. The Facilities Department will assign projects to the awarded firms on a rotating or best fit basis. The annual financial impact as estimated by our Facilities and Planning Department is \$275,000. The contract period of this RFQ is February 27, 2018 through February 26, 2019 and may, by mutual agreement between the Board and the awardees be renewed for two additional one year periods.

Advertisement soliciting professional qualifications and Letters of Interest from qualified firms was placed in the Indian River Press Journal on October 22, 2017. Notices were mailed to eighteen (18) firms in our vendor data base and posted on Onvia DemandStar and also the Purchasing Department’s website. Ten (10) responses were received by the due date of November 7, 2017. The Evaluation Team reviewed all responses and assigned points as follows:

*Legend: Award \_\_\_\_\_*

| Name of Firm                                | Total Points Assigned |
|---|-----------------------|
| <u>MBV Engineering, Inc.</u>                | <u>169</u>            |
| <u>Masteller and Moler, Inc.</u>            | <u>168</u>            |
| <u>Schulke, Bittle &amp; Stoddard, LLC</u>  | <u>165</u>            |
| <u>Carter Associates, Inc.</u>              | <u>161</u>            |
| <u>CWT Engineering, LLC</u>                 | <u>160</u>            |
| CivilSurv Design Group, Inc.                | 139                   |
| Kisinger Campo & Associates, Corp. (KCA)    | 135                   |
| Knight, McGuire & Associates, Inc.          | 133                   |
| Water Resources Management Associates, Inc. | 132                   |
| Kimley-Horn and Associates, Inc.            | 117                   |

It is recommended that this RFQ be awarded to MBV Engineering, Inc., Masteller and Moler, Inc., Schulke, Bittle & Stoddard, LLC, Carter Associates, Inc. and CWT Engineering, LLC.

Failure to file a protest with the time prescribed in Florida Statutes 120.57(3) or failure to post a bond or other security required by law within the time allowed for filing a bond shall constitute a waiver or proceedings under Chapter 120, Florida Statutes.

**This page intentionally left blank.**

**THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA  
AGREEMENT FORM FOR A CONTINUING SERVICE CONTRACT**

**CIVIL ENGINEERING SERVICES**

**THIS CONTINUING SERVICE CONTRACT** (the "Contract"), made by and between **THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA**, located at 6500 57<sup>th</sup> Street, Vero Beach, FL 32967 (hereinafter referred to as "School Board" or "Owner"), and **Carter Associates, Inc.**

(hereinafter referred to as "Consultant"), a corporation with its principal office located at **1708 21<sup>st</sup> Street, Vero Beach, FL 32960**.

**WHEREAS**, the School Board desires to obtain Civil Engineering Services for assigned projects within the School District (hereinafter referred to as "Continuing Service Projects") and issued **RFQ # 03-0-2018/JC** to find qualified professionals to fulfill the need for these services pursuant to Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act ("CCNA"); and

**WHEREAS**, the Term of the Contract is one (1) year after School Board approves the Contract, and School Board may, at its option, at a regular or special Board meeting, renew this Contract at the end of the Term for two additional renewal terms of one (1) year each for a maximum term of three (3) years, subject to, among other things, the availability of funds, unless otherwise terminated pursuant to Article 8; and

**WHEREAS**, School Board retains a Consultant, to perform the services described herein, and other required professional services on an "as needed" basis, as designated, authorized, and assigned by School Board, and School Board agrees to compensate Consultant for such services in accordance with this Contract; and

**WHEREAS**, it is the primary intent of this Contract to ensure that the Consultant is available to provide professional services, in accordance with prior, mutually agreed-upon conditions, and the School Board has complied with all requirements of the CCNA, in the selection of Consultant and in negotiations for this Contract; and

**NOW, THEREFORE**, School Board and Consultant, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

RFQ # **03-0-2018/JC**

Firm's Name **Carter Associates, Inc.**

**ARTICLE 1: GENERAL CONTRACT PROVISIONS**

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

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

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

1.4 Contract Documents.

1.4.1 The Contract Documents shall consist of this Contract; any addenda issued prior to execution of this Contract; any written modifications issued after execution of this Contract, including any amendments to this Contract; the designs, drawings, and specifications; the Request for Qualifications issued by the Owner and the Consultant's written responses thereto; and the following exhibits attached to this Contract:

- Exhibit A – Scope of Services
- Exhibit B – Unit Labor Rates
- Exhibit C – Truth-in-Negotiation Certificate
- Exhibit D – Task Assignment

Exhibits A through D are incorporated into this Contract by reference and shall be binding on the Consultant.

1.4.2 The term "Request for Qualifications Solicitation Document" as used herein refers to the Request for Qualifications ("RFQ") that was advertised by the Purchasing Department and subsequently led to the award of this Contract (03-0-2018/JC).

1.4.3 Conflicts in the Contract Documents. In the event of any conflict between the relevant Contract Documents, the documents shall be construed, and all conflicts shall be resolved, according to the following priorities:

RFQ # 03-0-2018/JC

Firm's Name Carter Associates, Inc.

|                 |   |
|-----------------|---|
| First Priority  | The Task Assignment (Exhibit D)   |
| Second Priority | Amendments to the designs, drawings, and specifications (later date to take precedence) |
| Third Priority  | The Contract  |
| Fourth Priority | Specifications and drawings   |
| Fifth Priority  | Consultant's responses to the RFQ   |
| Sixth Priority  | The RFQ   |

However, the parties specifically acknowledge that the terms and conditions in the Contract shall not be amended by any Contract Documents, unless otherwise agreed upon and expressly stated by the parties in writing in a duly-executed amendment to the Contract.

**ARTICLE 2: CONSULTANT'S RESPONSIBILITIES AND SCOPE OF SERVICES**

2.1 Professional Services. The Consultant agrees to furnish and perform professional services for the Continuing Service Project under the terms of the Contract Documents as follows:

2.1.1 Basic Services. The nature and scope of the Consultant's professional services are specified in Exhibit A – Scope of Services (hereinafter referred to as "Basic Services"). The Consultant agrees to furnish and perform professional services for each Continuing Service Project at a total construction cost to the Owner, which does not exceed the Project Construction Budget as defined in each Task Assignment (Exhibit D). The Consultant shall perform the Basic Services under this Contract to the satisfaction of the Owner's Project Representative.

2.1.2 Additional Services. The Consultant further agrees to furnish and perform professional services not included as Basic Services (hereinafter referred to as "Additional Services"), only if and when such Additional Services are specifically requested and authorized in writing by the Owner's Project Representative. Additional Services may only be performed after the Consultant has received a Purchase Order, fully-executed Task Assignment, or Amendment, and Notice to Proceed for such Additional Services. Consultant's fee for Additional Services will be computed in accordance with the hourly rates described in Exhibit B - Unit Labor Rates. If any Additional Services are provided by the Consultant's sub-consultants, separate consultants, or subcontractors, and such Additional Services consist of services for which the Consultant would be entitled to an additional fee if the Consultant had provided the services itself, then the Owner shall reimburse the Consultant for such actual reasonable amounts paid by Consultant to its sub-consultants, separate consultants, or subcontractors for such Additional Services, and the Consultant shall not be entitled to any additional fee or compensation costs.

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

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

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

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

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

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

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

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

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

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

2.2.3 Subconsultant, Separate Consultant, or Subcontractor Responsibilities. Any agreements entered into between Consultant and a subconsultant, separate consultant, or subcontractor for services to be completed on Continuing Service Projects shall incorporate the terms of this Contract. To the extent the services are to be performed by the subconsultant,

separate consultant, or subcontractor, that third party shall be bound by all provisions in this Contract, and shall assume toward the Consultant all of the obligations which the Consultant by this Contract assumes toward the Owner. The Consultant acknowledges that nothing herein shall in any way relieve the Consultant from any of its duties under this Contract.

2.2.4 Owner Consultants. The Consultant shall cooperate at all times with the Owner and shall cooperate and coordinate with any separate consultant or agent hired by the Owner. The Consultant shall incorporate the work product of any Owner-retained consultant in a manner which is appropriate or necessary to facilitate the design and construction of Continuing Service Projects within the project's budget and schedule. In the event the Owner so elects, and upon written mutual consent as evidenced by a Task Assignment to this Contract, the Consultant shall accept any assignment of any agreement or contract the Owner may have with any Owner-retained consultant.

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

### **ARTICLE 3: PROPOSAL REQUIREMENTS, FEES, AND PAYMENT**

3.1 Proposal Requirements. Based upon Unit Labor Rates (Exhibit B, Page 28) for a specific Continuing Service Project, the Consultant will provide the Owner's Project Representative with a detailed written proposal, which shall include a total not-to-exceed cost for services with a detailed breakdown of material and labor required to complete the Scope of Services identified in— the Task Assignment (Exhibit D, Page 30). For purposes of this Contract, a Task is identified as a specific service or phase of work to be performed by the Consultant and its subconsultants, separate consultants, or subcontractors, which summarizes the scope of work to be completed and includes the detailed cost to complete.

3.1.1 The Consultant's proposal shall include a list of Tasks that accurately identifies and details the Scope of Services to be performed. All labor, material and equipment costs for each Continuing Service Project shall be broken down by Task, and shall be complete and detailed, and shall include and identify, without limitation, the number of hours of work by title and responsibility of each employee or professional performing each service, while adhering to the Unit Labor Rates (Exhibit B). The title and responsibility of the Consultant's employees must accurately reflect the type of service to be performed.

3.1.2 Schedule. The Consultant shall include in its proposal a comprehensive schedule for the successful and timely completion of its services, as well as those services provided by the Consultant's subconsultants, separate consultants, or subcontractors, for each Continuing Service Project (the "Consultant's Project Schedule"). The Consultant's Project Schedule will be agreed upon by the Owner and Consultant on a project-by-project basis and will be included in the Task Assignment (Exhibit D) for each Continuing Service Project. Once submitted and agreed upon by the Owner's Project Representative and the Consultant, the Consultant and its

subconsultants, separate consultants, and subcontractors will be bound by the Consultant's Project Schedule and will not deviate from it without prior written authorization from the Owner's Project Representative. Whether or not deviations from the Consultant's Project Schedule have been authorized by the Owner's Project Representative, the Consultant shall update the Consultant's Project Schedule as necessary to reflect Owner-approved changes or unavoidable deviations, and to indicate the probable impact of those deviations on the performance of the Consultant's services and the Continuing Service Project. However, nothing in this subparagraph is intended to be, nor shall be construed as, a waiver of the Owner's right to obtain full compliance by the Consultant with approved schedules.

3.2 Subconsultants, separate consultants, or subcontractors. The hourly rate(s) for other professional services required by the use of subconsultants, separate consultants, or subcontractors will be negotiated at the time a proposal for such services is required and submitted to the Owner's Project Representative for approval. Subconsultants, separate consultants, and subcontractors are required to provide the same level of detail in their proposals as described in paragraph 3.1 of this Contract.

3.3 Contract Sum. The Owner agrees to pay to the Consultant for Basic Services at a not-to-exceed fixed fee (the "Contract Sum"), as set forth in the Task Assignment (Exhibit D) and approved by the Owner. The Task Assignment shall set forth the appropriate fee structure for each completed Task. The fee structure and hourly rates may be revised only by written amendment to this Contract, duly-executed by both parties.

3.4 Reimbursable Expenses. The Owner shall pay the Consultant for certain reimbursable expenses (the "Reimbursable Expenses") as set forth in the Task Assignment (Exhibit D). Each request for reimbursement shall be accompanied by detailed, credible, and legible documentation indicating the project-related nature of the expense and the actual costs incurred.

3.5 Payment for Services Performed. For each Continuing Service Project, the Consultant shall be paid upon successful completion of each Task identified under the Schedule of Progress Payments in the Task Assignment (Exhibit D) and Purchase Order or, for Tasks that will take longer than one month to complete, by monthly payments based on the percentage of services completed for each Task at the time the Payment Application is submitted to the Owner's Project Representative.

3.5.1 Payment Applications must match the detailed description provided on the original proposal, the Purchase Order, and the Task Assignment (Exhibit D); shall be in a format approved by the Owner's Project Representative (Facilities Division Payment Requisition Form); and shall reflect in detail the services completed.

3.5.2 Payment Applications shall be invoiced either upon successful completion of each Task or, for Tasks that will take longer than one month to complete, monthly based on the percentage of services completed at the time the Payment Application is submitted to the Owner's Project Representative. To the extent that there is any disagreement between the Consultant and the Owner's Project Representative with respect to the percentage of services completed for any given Task represented on the Consultant's monthly Payment Application, then the Owner's



Project Representative and the Consultant will negotiate and agree upon the percentage of services completed without delaying the Consultant's work on the Continuing Service Project.

3.5.3 The Consultant expressly waives any right to payment for any Additional Services (as defined in paragraph 2.1.2 above) performed if the Consultant has not received prior written authorization for such services by the Owner's Project Representative, which would have resulted in the Consultant receiving a Purchase Order, a fully executed Task Assignment or Amendment and Notice to Proceed.

3.5.4 Final payment to the Consultant shall not be made by the Owner until the Original Work Product (as defined in paragraph 5.1.3 below) has been received and accepted by the Owner's Project Representative.

3.5.5 Payment will not be due from the Owner for any work that is performed without specific written authorization signed and approved by the Owner in the manner provided by this Contract, or other applicable rules, regulations, or law. The Owner shall not be responsible to pay for any services that are performed pursuant to the direction of a representative or employee of the School District of Indian River County if the amount charged exceeds the authority granted to that District employee or agent pursuant to the rules and procedures of the School Board of Indian River County, or Florida law.

3.5.6 The Unit Labor Rates (Exhibit B) may be revised only by written amendment to this Contract, agreed to and executed by both parties to this Contract.

#### **ARTICLE 4: PROJECT CONSTRUCTION BUDGET, CONSULTANT'S PROJECT SCHEDULE AND PROJECT MANAGEMENT**

4.1 Project Construction Budget. The Consultant acknowledges that the Owner has provided a Project Construction Budget, identified for each Continuing Service Project in the Task Assignment (Exhibit D). The Project Construction Budget is defined as the total budget identified for the construction of the Project. As identified in the Task Assignment (Exhibit D), the total Project Construction Budget consists of site development, building shells and interiors, site improvements, and any equipment that is included in the construction of the Project. The Consultant's work product, including without limitation, any designs, plans, and drawings, shall be designed to be constructed within the Project Construction Budget.

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

4.1.2 Cost Consultant. Although the Consultant is responsible for developing a design that meets the Project Construction Budget, the Owner may hire a Cost Consultant to verify costs on the Project. The Consultant shall cooperate with the Owner's Cost

Consultant by providing all necessary information for the preparation and updating of all estimates of construction costs throughout all phases of the Project.

4.2 **Schedule.** The Consultant shall commence Basic Services after both parties have executed this Contract and the Consultant has received a Purchase Order, fully-executed Task Assignment (Exhibit D), and Notice to Proceed issued by the Owner. The Consultant shall complete its services in accordance with the Consultant's Project Schedule, set forth in, and incorporated into this Contract by, Task Assignment (Exhibit D).

4.2.1 The parties agree that time is of the essence for each Task Assignment. The following is a sample of Schedule Milestones that will be negotiated and must be included with the Consultant's Proposal for each Continuing Service Project:

- a. First Design Meeting with Facilities Division Staff.
- b. 60% drawings and specifications submitted to Code Compliance for Plan Review.
- c. 100% drawings and specifications submitted to Code Compliance for Plan Review.
- d. Conformed Documents Complete.
- e. Construction Start
- f. Substantial Completion
- g. Final Completion
- h. 11 Month Warranty Walkthrough

4.2.2 Any changes to the Consultant's Project Schedule shall be agreed upon by the Consultant and the Owner's Project Representative and confirmed by a duly-executed written amendment to the Task Assignment.

4.2.3 The schedule for Additional Services, if any, shall be established by the Owner's Project Representative and included in a fully-executed amendment to this Contract.

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

## **ARTICLE 5: DOCUMENTS**

5.1 **Ownership of Documents.** All plans, drawings, specifications, sketches, models, designs, artwork, programs, software, reports, photographs, or other tangible work product produced, originally-developed, or submitted to the Owner's Project Representative by Consultant pursuant to this Contract (hereinafter referred to as the "Original Work Product") are and shall remain the sole property of the Owner. Original Work Product shall include, but not be limited to, all computer-generated electronic documents (Computer-Aided Design Documents (CADD) and specifications).

5.1.1 **Owner's Rights.** The Owner shall have the right to use any and all Original Work Product. Consultant shall maintain a set of reproducible record prints of the Original Work Product. If subsequent usage by the Owner shall require further evidence of sealing requirements, Consultant shall make appropriate arrangements with the Owner for this purpose. The Owner shall have an irrevocable license or right to use, reproduce or make derivative works from these documents for any renovations, maintenance or remodeling of the Project. The Owner shall also have an irrevocable right to use and reproduce the image of the Project designed by the Consultant and to reproduce documents and data within the documents.

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

5.1.3 **Delivery of Original Work Product.** After final completion of each Continuing Service Project, the Consultant shall retrieve from the Contractor the as-built documents, created from field data collected during the course of the Continuing Service Project. The Consultant shall review the as-built documents for accuracy and then incorporate the original drawings, site changes and information taken from the as-built drawings into Record Drawings. The Consultant shall deliver the Original Work Product to the Owner's Project Representative upon Final Completion of the Continuing Service Project, unless, in the Owner's Project Representative's sole discretion, it is necessary for Consultant to retain possession of the Original Work Product for a longer period of time. CADD Record Drawings shall match the final printed as-built files to include all markups, notes, and revisions. Upon early termination of the Consultant's services, the Consultant shall deliver all Original Work Product to the Owner's Project Representative, complete or incomplete, within ten (10) calendar days of the effective date of the early termination.

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

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

5.2 Documents and Copies. For each Continuing Service Project, the Consultant shall provide the Owner's Project Representative with copies of all reports and other documents (except correspondence) prepared by the Consultant under this Contract. The copies shall be furnished as requested by the Owner's Project Representative, and as they are prepared and completed by the Consultant. The Consultant shall promptly furnish the copies to the Owner's Project Representative, along with a detailed invoice showing the Consultant's copy expenses, and the Owner shall pay the reasonable and agreed-upon cost for the reproduction.

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

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

(all foregoing hereinafter referred to as "records") to the extent necessary to permit evaluation and verification of: a) the Consultant's compliance with Contract requirements, b) compliance with the Owner's business ethics policies, and c) compliance with provisions for pricing amendments to this Contract and invoices or claims submitted by the Consultant or his payees.

5.3.2 The Consultant shall make it a condition of all subcontracts related to the rendering of professional services under this Contract that any and all subconsultants, separate consultants, and subcontractors will keep accurate records of costs incurred and items billed in connection with their work, and that such records shall be open to audit by the Owner or its authorized representatives during performance of such services and until five (5) years after its completion, in accordance with this Article 5.3 and all related subparagraphs. If the Consultant receives notification of a dispute or the commencement of litigation regarding any services performed for Continuing Service Projects under this Contract within this five-year period, then the Consultant shall notify any and all subconsultants, separate consultants, and subcontractors to continue to maintain all project records in accordance with this Article, and all related subparagraphs, until final resolution of the dispute or litigation or until the expiration of the five-year period, whichever is later

5.3.3 Upon seven (7) calendar days' written notice, from the date of this Contract to the last date described in this Article, the Consultant shall provide to the Owner or its authorized representative(s) all records covered in paragraph 5.3.1 above that are requested by the Owner. If the provided records require further review or support, the Owner and its authorized representative(s) shall be entitled to inspect, examine, review and copy the Consultant's records at the Owner's reasonable expense, with adequate workspace at the Consultant's facilities. Such rights to inspect, examine, review and copy shall extend to the records and documentation of subconsultants, separate consultants, and subcontractors. Failure by the Consultant to supply substantiating records shall be reason to exclude or recover the related costs from amounts which might otherwise be payable by the Owner to the Consultant pursuant to this Contract.

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

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

**ARTICLE 6: INSURANCE REQUIREMENTS**

6.1 Pursuant to Board Policy 8710.01, firms providing "professional services," as defined in the Consultants' Competitive Negotiations Act, that are selected by the School Board to complete construction projects or conduct planning activities that exceed the thresholds stated in F.S. 287.055(3)(a)(1) and 287.017 shall carry and maintain the required insurance during the period they are performing such services and thereafter as stipulated below:

**A. Professional Liability Insurance**

1. Coverage shall be in limits not less than \$1,000,000.00 per occurrence or an annual aggregate limit of \$3,000,000.00 covering negligent errors, omissions, or acts, with a per occurrence deductible not to exceed \$5,000.00 or five percent (5%) of the estimated professional fee or as approved by the Superintendent. Such coverage shall be maintained for a period of three (3) years after the date of final payment to the architect or engineer. If such insurance is based upon a "claims made" policy, prior to the services being performed, the architect or engineer shall provide to the Board satisfactory proof that extended reporting period coverage is available if the architect or engineer should cancel such coverage within three (3) years after the date of final payment to the architect or engineer. For specific projects, when recommended by the Superintendent, the Board may require higher limits.
2. When in the District's best interest and upon the recommendation of the Superintendent, the architect or engineer may obtain and carry non-cancelable project-specific professional liability insurance during the design and construction of the project and for a three (3) year discovery period thereafter. This insurance shall also provide for the owner's defense, if named with the architect or engineer in any claim covered under the policy.

- B. Commercial General Liability Insurance (including Blanket Contractual Liability and Completed Operations, Explosion, Collapse, and Underground Hazards)** in limits of not less than \$1,000,000.00 per occurrence and a \$3,000,000.00 aggregate, with no deductible, covering personal injury, bodily injury, and property damage. The Products and Completed Operations portions of the general liability shall extend for a period of two (2) years after the final acceptance of the project by the District. The policies shall name the District, its Board members, and staff as additional insureds as their interests may appear under this agreement and the insurers shall agree to waive all rights of subrogation against the District and each individual member of the Board and staff. Additional Insured Endorsement CG2026 shall be endorsed naming the Board.

- C. Comprehensive Automobile Liability Insurance (including hired and owned vehicles, if any) in limits of not less than \$1,000,000.00 per occurrence, covering personal injury, bodily injury, and property damage.
- D. Worker's Compensation Insurance in compliance with F.S. Chapter 440 with employer's liability coverage of not less than \$1,000,000.00 per occurrence.
- E. Valuable papers and records insurance in an amount of not less than \$50,000.00 per occurrence, with no deductible, to assure the substantial restoration of any plans, drawings, or other similar data related to the architect's or engineer's services which are in the area, custody, or control of the architect or engineer.
- F. A Letter of Insurability or Certificate of Insurance evidencing that all of the above insurance is in force shall be furnished to the Board before any services are performed, at all renewal times, and shall require written notification to the Board at least thirty (30) days prior to any cancellation, termination, non-renewal, or modification. All insurance shall be with insurers authorized to do business in Florida and shall be rated at least AV by Best's Key Rating Guide. If the architect or engineer fails to provide or otherwise maintain the required insurance, the Board may purchase the insurance and hold the architect or engineer responsible for the cost thereof.
- G. The Superintendent may recommend that the Board enter an agreement with lower limits of coverage when the standard coverage required by this policy may be commercially unavailable for a particular undertaking, or when the amount of the professional fee may not justify the extent of coverage otherwise required by this policy. In such cases, the Superintendent or designee will recommend that the specifications and requirements for the project shall include the modified levels of insurance coverage and limits of liability for the specific project that will waive the standard insurance limits specified in this policy.

## **ARTICLE 7: CONSULTANT'S REPRESENTATIONS**

7.1 Representations. The Consultant hereby represents to the Owner that:

7.1.1 It has the experience and skill to perform the services required to be performed by this Contract. It shall provide and employ, in connection with the performance of such services, personnel qualified and experienced in their profession; it being understood that the Owner's Project Representative may at any time require the Consultant to remove, and the Consultant and shall immediately remove, any person employed in connection with the performance of services under this Contract who in the opinion of the Owner's Project Representative or the Owner is unfit for the proper performance of his/her duties.

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

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

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

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

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

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

7.1.8 The Consultant's services will meet the highest professional standards in preparation of all Construction Documents.

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



the Construction documents or defects in construction of the Continuing Service Project. The Owner will be a third party beneficiary of any subconsultant or subcontractor contract, and all third party contracts will require the same professional error and omissions insurance, and commercial general liability insurance required of the Consultant.

7.3 Indemnity and Hold Harmless. The Consultant shall hold harmless and indemnify the Owner, its agents, and employees from and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses, or expenses of any nature whatsoever arising directly or indirectly from or out of any negligent act or omission of the Consultant, its subconsultants, separate consultants, or subcontractors and their officers, directors, agents, or employees, any failure of the Consultant to perform its services under this Contract in accordance with generally-accepted professional standards, any breach by the Consultant of its obligations and duties to perform under this Contract, any breach of the Consultant's representations made in this Contract, and the failure of performance of any product or service furnished by the Consultant under this Contract. This hold harmless and indemnification provision shall include a duty to defend the Owner and to pay all reasonable attorneys' fees and expenses, including administrative and on appeal, incurred by the Owner in the defense of any matter covered by this provision. This hold harmless and indemnity is made notwithstanding the Owner's ownership of, and rights to, the Original Work Product. The provisions of this paragraph shall survive the termination or expiration of this Contract. The parties acknowledge that the Contract Sum includes \$100.00 to be paid by the Owner to the Consultant as part of the Owner's first payment to the Consultant as consideration for this indemnification. This indemnity shall not be deemed to include matters which may be caused or result from an act or omission of the Owner. Nothing in this Contract shall be interpreted or construed as an agreement on the part of the Owner to indemnify or hold harmless any party, including, but not limited to, the Consultant, its employees, agents, representatives, the Architect, Construction Manager, subconsultants, subcontractors, trade contractors, or all other lower tier contractors (sub-subcontractors). Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. Nothing in this Contract is intended to be, nor shall be construed as, an extension of liability beyond the statutory limitations of liability set forth in Section 768.28, Florida Statutes.

7.4 Prohibition against Contingent Fees. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that the Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm other than bona fide employees working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the Owner shall have the right to terminate this Contract without liability and, at its discretion, deduct from the Contract Sum, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

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

**ARTICLE 8: TERMINATION, SUSPENSION, AND ABANDONMENT**

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

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

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

8.1.3 If the Continuing Service Project is suspended or terminated without cause, the Owner shall pay to the Consultant only that portion of the Contract Sum which has become due and payable to the Consultant under the Contract. In the event that the Contract is suspended or terminated before the Consultant has completed all services under an identified Task, then the Owner shall pay to the Consultant a negotiated fee taking into consideration the percentage of services completed under that Task, with the understanding that no payment made to the Consultant shall exceed the total fee that would have become due and payable to the Consultant had the Task been completed prior to suspension or termination of the Contract.

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

8.2 **Abandonment or Suspension.** If the Owner suspends or abandons the Continuing Service Project, the Owner shall pay all fees and Reimbursable Expenses which have become due and payable to the Consultant pursuant to the related Task Assignment (Exhibit D). The Consultant shall not be entitled to lost profits for uncompleted work. Payment shall be made for that portion of the work that the Consultant completed prior to the abandonment or suspension, and the Owner

shall have no further obligation to the Consultant for the payment of any other fees, unless and until the Continuing Service Project is resumed by the Owner.

8.3 Resumption. If the Owner chooses to resume the Continuing Service Project, the Consultant, at the option of the Owner, shall complete its services under the Task Assignment (Exhibit D), and it shall be entitled to payment of any remaining unpaid fees in accordance with the terms of this Contract to be payable at the times and in the manner specified in this Contract. In no event will any fee or part thereof become due or payable to the Consultant unless and until the Consultant has attained and completed that stage of work where the same would be due and payable under the terms of this Contract. When the Consultant receives a notice from the Owner that the suspension has been canceled, the Consultant shall perform all services remaining under the related Task Assignment and, by amendment to the Task Assignment, it shall be entitled to an extension of time equal to the period of the suspension. If the Continuing Service Project is resumed within 365 days of the date it was abandoned or suspended, the fees payable to the Consultant shall be equal to the amounts due under the Task Assignment not previously paid by the Owner to the Consultant and shall be based on the amounts provided in Unit Labor Rates (Exhibit B). If the Continuing Service Project is resumed more than 365 days after the date of its abandonment or suspension, then, upon the Consultant's written request, the Task Assignment may be amended to reflect any escalation in the cost of equipment, material or labor. Any adjustments to the Contract Sum based on equipment, material, or labor escalations will be negotiated between the Consultant and the Owner's Project Representative, and will be submitted to the Owner for approval of the amendment to the Task Assignment.

#### **ARTICLE 9: SPECIAL PROVISIONS**

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

9.1.1 The Consultant shall execute and furnish to the Owner's Project Representative a "Truth-in-Negotiation Certificate," stating the wage rates and other factual unit costs supporting compensation are accurate, complete, and current at the time of executing this Contract and any amendment to this Contract. The original price and any additions thereto shall be adjusted to exclude any significant sums by which the District determines the Contract amount was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs, and that such original Contract adjustments shall be made within one year following the end of the Contract and any amendment to this Contract.

9.1.2 The "Truth-in-Negotiation Certificate" is Exhibit C, Page 29.

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

9.2 Public Entity Crime Information Statement and Debarment. Section 287.133(2)(a) of the Florida Statutes states: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a

contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or the consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

9.2.1 By signing this Contract, the Consultant represents and certifies, to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency, as defined by each Federal Agency's codification of the Governmentwide Debarment and Suspension Common Rule for Nonprocurement, and do not appear on the Excluded Parties List System, as defined in 48 CFR 2.101;
- b. Have not, within a five-year period preceding the issuance of the Request for Qualifications ("RFQ") that led to the award of this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- c. Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b);
- d. Have not, within a five-year period preceding the issuance of the RFQ that led to the award of this Contract, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. Are not presently, nor have been within the last three (3) years, listed on the convicted vendor list.

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

9.3 Background Check. The Consultant agrees to comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct

contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the Owner. This background screening will be conducted by the Owner in advance of the Consultant or its personnel providing any services under the conditions described in the previous sentence. The Consultant shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Consultant and its personnel. The parties agree that the failure of the Consultant to perform any of the duties described in this section shall constitute a material breach of this Contract entitling the Owner to terminate immediately with no further responsibilities or duties to perform under this Contract. The Consultant agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from the Consultant's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. The Consultant shall require each of the Consultant's subconsultants, separate consultants, and subcontractors on the Continuing Service Projects to agree, in writing, to the provisions of this paragraph.

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

9.5 Compliance with Federal Grant Requirements. If made applicable by the use of Federal Grant Funds in the Continuing Service Project or any other requirement as set out below, the Consultant and its subconsultants, separate consultants, and subcontractors shall comply with all applicable Federal rules, regulations and orders, including but not limited to:

- a. Executive Order 11246 of September 24, 1965, entitle "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees.)
- b. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented in Department of Labor regulations (29 CFR part 3).
- c. Davis-Bacon Act (40 U.S.C. 3141 et seq.), as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation.)

- d. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers.)
- e. All applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.)
- f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

9.6 Public Records Act/Chapter 119 Requirements. The Consultant agrees to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided, by doing the following:

- a. The Consultant and its subconsultants, separate consultants, or subcontractors shall keep and maintain public records that ordinarily and necessarily would be required by the School Board in order to perform the service;
- b. The Consultant and its subconsultants, separate consultants, or subcontractors shall provide the public with access to such public records on the same terms and conditions that the School Board would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. The Consultant and its subconsultants, separate consultants, or subcontractors shall ensure that public records that are exempt or that are confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law; and
- d. The Consultant and its subconsultants, separate consultants, or subcontractors shall meet all requirements for retaining public records and transfer to the School Board, at no cost, all public records in possession of the Consultant and its subconsultants, separate consultants, or subcontractors upon termination of the Contract and shall destroy any duplicate public records that are exempt or that are confidential and exempt from the public records disclosure requirements. All records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board.

The parties agree that if the Engineer and its subconsultants, separate consultants, or subcontractors fail to comply with the above requirement shall result in the immediate termination of this Contract without penalty to the School Board. Further, the Engineer shall fully indemnify and hold harmless the School Board, its officers, agents and employees from any liability and/or

damages, including attorney's fees through any appeals, resulting from Engineer's failure to comply with these requirements.

#### **ARTICLE 10: MISCELLANEOUS PROVISIONS**

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

10.2 **Gender.** Unless the context clearly indicates to the contrary, pronouns having a neuter, masculine, or feminine gender shall be deemed to include the others.

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

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

10.5 **Captions.** The captions used for sections in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or the intent of this Contract or any Article or Section thereof.

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

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

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

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

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

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

10.12 Waiver. No consent or waiver, express or implied, by either party to this Contract to or of any breach or default by another in the performance of any obligations shall be deemed or construed to be consent or waiver to or of any other breach or default by that party. Except as otherwise provided in this Contract, failure on the part of any party to complain of any act or failure to act by another party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of the rights of that party.

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

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

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

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

10.17 Owner Transfer of Interest. If the Owner conveys its interest in the Continuing Service Projects to a third party, any rights which the Owner may have against the Consultant arising from or in connection with this Contract shall automatically transfer to such third party without the necessity of a written document or consent from the Consultant.



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

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

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

10.21 No Waiver of Sovereign Immunity. Nothing in this Contract is intended to serve, nor should be construed, as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. Nothing in this Agreement is intended to be, nor shall be construed as, an extension of liability beyond the statutory limitations of liability set forth in Section 768.28, Florida Statutes.

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

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

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

10.25 Force Majeure. With regard to performance under this Contract, a party shall not be deemed to be in default of this Contract, or have failed to comply with any term or conditions of this Contract, if, for reasons beyond the parties reasonable control, including, without limitation acts of God, natural disaster, labor unrest, war, declared or undeclared, the existence of injunctions or requirements for obtaining licenses, easements, permits or other compliance with applicable laws, rules and regulations, such performance is not reasonably possible within such

time periods. In the event that any such reasons or conditions occur making performance not reasonably possible within the time periods set forth in this Contract, then the time for such performance shall be extended until removal of such reasons beyond the parties reasonable control, provided that the party commences such performance as soon as reasonably possible thereafter and diligently pursues such performance.

10.26 Evaluations. The Consultant will be evaluated by the Owner's Project Representative during the Contract Term at intervals established by the Chief Facilities Officer and at the end of each assigned Continuing Service Project. The evaluation results may be considered in measuring the Consultant's past performance and may be included in the review process for future solicitations for the consultant services. A copy of the evaluation(s) will be provided to the Consultant upon request.

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

Owner: School Board of Indian River County, FL  
Attn: Superintendent, Mark J. Rendell, Ed.D  
6500 57<sup>th</sup> Street  
Vero Beach, FL 32967

Consultant: Firm Name Carter Associates, Inc.  
Contact Name Mr. Patrick S. Walther, P.E.  
Address 1708 21<sup>st</sup> Street, Vero Beach, FL 32960  
Telephone: 772-562-4191  
Fax: 772-562-7180

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

IN WITNESS WHEREOF, the above parties have executed this instrument by their undersigned representatives pursuant to the authority of their governing bodies as of the approval date set forth in this Contract.

**Carter Associates, Inc.**

**The School Board of Indian River County FL**

By:

Name of Firm

*Pat. S. Waither*

Signature

*Patrick S. Waither*

Printed Name

*2/7/2018*

Date

**1708 21<sup>st</sup> Street**

Address

**Vero Beach, FL 32960**

**772-562-4191**

Telephone Number

**772-562-7180**

Fax Number

[patw@carterassoc.com](mailto:patw@carterassoc.com)

Email Address

**590765511**

FEIN Business

SS# Individual

*Shawn E Frost*

Signature of Chairman

**Mr. Shawn Frost**

Typed/Printed Name of Chairman

*2/27/2018*

Date

**6500 57<sup>th</sup> Street**

**Vero Beach, FL 32967**

RFQ # **03-0-2018/JC**

Firm's Name **Carter Associates, Inc.**

**THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA**  
**CONTINUING SERVICE CONTRACT FOR CIVIL ENGINEERING SERVICES**

**EXHIBIT A**

**DESCRIPTION OF SERVICES**

The Consultant shall provide the School Board of Indian River County with Civil Engineering Services for Projects Valued Less than \$2,000,000.00 and for Studies when Professional Service Fees do not exceed \$200,000.00. Anticipated services may include, but not be limited to the following:

The scope of work will be identified on a project basis and will vary depending on project needs. The scope may involve all phases of project development and may include and not be limited to the following:

**1. Preliminary Services**

- a. Confirm School District's goals and objectives through meetings/workshops.
- b. Conduct field survey to evaluate non-concealed conditions and concealed conditions to fullest extent possible without performing destructive activities.
- c. Prepare site plans in latest version of AutoCAD, preliminary layouts, estimates of probable costs and alternatives as requested.
- d. Support School Board in obtaining geotechnical services and survey services necessary for the required scope of work. In some cases survey may be provided by the School Board.
- e. Review existing plans and/or As-Built Documents archived by School Board.
- f. Review maintenance logs and interview appropriate School Board staff.
- g. Prepare engineering and/or architectural details and calculations.
- h. Present alternatives and provide recommendations and analyses of the advantages and/or disadvantages of each.
- i. Deliverables as identified by individual task orders.

**2. Schematic Design through Construction Documents**

- a. Prepare engineering/architectural designs, calculations, plans, specifications, cost estimate and contract bidding documents in compliance with the most recent edition of the School Board Design Criteria.
- b. Prepare Specifications and general provisions in Microsoft Word fully coordinated with the School District Design Criteria, Owner/Contractor Contract and related Bid/Front End Documents to be utilized bidding and construction.
- c. Undertake coordination with local ordinances municipal agreements/requirements, and authorities having jurisdiction over project.
- d. Further develop field survey documentation to evaluate non-concealed conditions and concealed conditions to fullest extent possible without performing destructive activities.
- e. The School Board shall typically review the work product and Construction Documents at the preliminary stage, sixty percent (60%); ninety percent (90%) and final stage, or as specified by specific task order or as is deemed necessary by the School Board.
- f. All project calculations, supporting/reference information, correspondence, photos, Microsoft Office files, etc. shall be provided to School Board with the final submittal or upon request.
- g. Drawings shall be prepared in standard engineering/architectural scale using the latest version of AutoCAD or as directed by the School Board.
- h. Coordinate phasing delineations and requirements with Construction Manager/Contractor.

RFQ # 03-0-2018/JC

Firm's Name Carter Associates, Inc.

- i. Work with Construction Manager/Contractor to develop schematic phase, design development phase and Final Construction Document phase Opinions of Construction Value.
  - j. All project AutoCAD files (i.e. drawing, x-refs, blocks, fonts, pen styles, etc.) shall be provided to the School Board on CD, DVD format or via email at the discretion of the School Board.
  - k. Deliverables at each phase as identified by individual task orders.
- 3. Permits**
- a. Assist the School Board in obtaining necessary approvals and permits as required.
  - b. Deliverables as identified by individual task orders.
- 4. Bidding Construction Documents**
- a. Assist the School Board in answering bidder's questions, attend pre-bid conferences, job walks, and perform constructability review of own plans and specifications at the discretion of School Board Staff.
  - b. Develop addenda to address required changes to bid documents.
  - c. Assist Owner/Construction Manager with bid review and recommendation for contract awards.
- 5. Construction Administration**
- a. Attend pre-construction meeting and project progress meetings at the discretion of School Board staff.
  - b. Assist the School Board and Construction Manager/Contract Administrator with interpretation of plans and specifications, analysis of changed conditions, development of corrective action, review of shop drawings and provide "peer review" of other submittals at the discretion of School Board Staff.
  - c. Provide periodic problem solving.
  - d. Provide periodic construction observations/inspections.
  - e. Review and approve Contractor Application for Payment
  - f. Develop substantial completion punch list.
  - g. Perform final inspection and punch list completion verification.
  - h. Assist owner with obtaining and review all project closeout documentation.
  - i. Undertake post-occupancy warranty walk through at time frame identified by owner.

**Project scopes may include activities and tasks relating to new and existing site improvements and modifications for projects entailing new construction, remodeling, renovation, playgrounds, storm water, utilities, bus/vehicle ramps and circulation, life safety, fire access, and maintenance/repair projects.**

**THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA**  
**CONTINUING SERVICE CONTRACT FOR CIVIL ENGINEERING SERVICES**  
**EXHIBIT B**

**UNIT LABOR RATES**

The Consultant shall list all Unit Labor Rates to be referred to when proposing services for each Continuing Service Project assigned by the School Board of Indian River County, Florida. The Unit Labor Rates shall include, but not be limited to, services required to support the Scope of Services identified in Exhibit A and shall correspond with the detailed Tasks set forth in Exhibit D – Task Assignment.

**Fees for Basic Services and, when approved in writing by the Owner's Project Representative, for Additional Services shall be inclusive of all overhead of the Consultant, and shall be reimbursed at the following hourly rates:**

| <u>Title</u>     | <u>Hourly Rate</u> |
|------------------|--------------------|
| (SEE ATTACHMENT) |                    |

*The hourly rate(s) for other professional services, required by the use of subconsultants, separate consultants or subcontractors will be negotiated at the time a proposal for such service is required and submitted for approval. Subconsultants, separate consultants or subcontractors are required to provide the same level of detail in their proposals as described in this Contract.*

EXHIBIT "B"

**CARTER ASSOCIATES, INC.**  
**FEBRUARY 2018**  
**FEE SCHEDULE**

| <b><u>Staff Type:</u></b> | <b><u>Hourly Rates</u></b> |
|---------------------------|----------------------------|
| Engineer (Principal)      | \$150.00                   |
| Engineer I                | \$140.00                   |
| Engineer II               | \$125.00                   |
| Engineer III              | \$115.00                   |
| Engineer IV               | \$105.00                   |
| Engineer V                | \$ 95.00                   |
| Surveyor (Principal)      | \$150.00                   |
| Surveyor (Sr. Consultant) | \$140.00                   |
| Surveyor I                | \$140.00                   |
| Surveyor II               | \$125.00                   |
| Surveyor III              | \$105.00                   |
| CAD/GIS Tech I            | \$115.00                   |
| CAD/GIS Tech II           | \$110.00                   |
| CAD/GIS Tech III          | \$105.00                   |
| CAD/GIS Tech IV           | \$ 95.00                   |
| CAD/GIS Tech V            | \$ 85.00                   |
| Administrative Staff      | \$ 60.00                   |
| Expert Witness            | \$300.00                   |
| 4 Man Survey Crew         | \$175.00                   |
| 3-Man Survey Crew         | \$150.00                   |
| 2-Man Survey Crew         | \$135.00                   |
| 1-Man Survey Crew         | \$110.00                   |
| Inspector                 | \$ 65.00                   |

**SPECIALIZED EQUIPMENT:**

|                                   |                 |
|-----------------------------------|-----------------|
| Leica HD P40 Scanner              | \$175.00/Hour   |
| Aluminum Boat                     | \$500.00/Day    |
| All-Terrain Vehicle (ATV)/Trailer | \$250.00/Day    |
|                                   | \$1,000.00/Week |

**REIMBURSABLE EXPENSES:**

|                                  |                   |
|----------------------------------|-------------------|
| Postage, Express Mail, etc.      | Cost              |
| Blueprints/Blackline (24" x 36") | \$2.00/Each       |
| Color Prints (24"x36)            | \$5.00/Each       |
| Mileage                          | IRS Standard Rate |
| Mylar                            | \$7.00/Each       |
| Photocopies:                     |                   |
| 8.5" x 11"                       | 15¢/Each          |
| 8.5" x 14"                       | 25¢/Each          |
| 11" x 17"                        | 35¢/Each          |
| Concrete Monuments               | \$20.00/Each      |
| Rebar                            | \$ 2.50/Each      |
| Laths                            | \$ 0.75/Each      |
| Hubs                             | \$ 1.00/Each      |

**Sub-Consultants**

Cost + 10%

These fees shall be renegotiated on an annual basis.

THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA  
CONTINUING SERVICE CONTRACT FOR CIVIL ENGINEERING SERVICES

EXHIBIT C  
TRUTH-IN-NEGOTIATION CERTIFICATE

The wage rates and other factual unit costs supporting the compensation under the Contract between the School Board of Indian River County, Florida and Carter Associates, Inc. dated February 7, 2018 are accurate, complete and current as of the time of entering into the Contract. This Certificate is executed in Compliance with Section 287.055 (5) (a) of the Florida Statutes. DATED this 7th day of February, 2018.

By: Patrick S. Walther (affiant's signature)

STATE OF FLORIDA) ss:  
COUNTY OF INDIAN RIVER) BEFORE ME, the undersigned authority, personally appeared

Patrick S. Walther, Principal  
(Name of affiant and title)  
of Carter Associates, Inc. who, after first being duly  
(Name of Consultant)

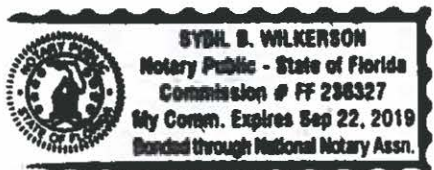
sworn, deposes and says that the foregoing Truth-In-Negotiation Certificate is true and correct to the best of his/her knowledge, information and belief.

SWORN TO AND SUBSCRIBED before me on this 7th day of February, 2018

By: Patrick S. Walther [name of affiant].

He/she is personally known to me; or has produced \_\_\_\_\_ as identification.

NOTARY'S SIGNATURE AND SEAL  
Sybil B. Wilkerson  
Sybil B. Wilkerson  
Type or Print Name



COMMISSION SEAL/NUMBER  
FF 236327

RFQ # 03-0-2018/JC Firm's Name Carter Associates, Inc.



**THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA**  
**CONTINUING SERVICE CONTRACT FOR CIVIL ENGINEERING SERVICES**

**EXHIBIT D**

**TASK ASSIGNMENT**

**I. PURPOSE**

This is a Task Assignment to the **Continuing Service Contract for Civil Engineering Services** dated \_\_\_\_\_, 20\_\_\_\_ between the **School Board of Indian River County, Florida** and \_\_\_\_\_ (Consultant), and is hereby made a part thereof. The purpose of this Task Assignment is to specify the required services of the Consultant to provide Civil Engineering Services when and as authorized by the Owner's Project Representative, when deemed necessary.

**II. PROJECT/LOCATION**

**Project Name** \_\_\_\_\_ . Performance of services will be for \_\_\_\_\_ located at \_\_\_\_\_, Florida \_\_\_\_\_.

**III. PROJECT CONSTRUCTION BUDGET**

The Project Construction Budget as defined in Article 4.1 of the Contract is \$ \_\_\_\_\_

**IV. METHOD OF COMPENSATION**

The Consultant shall provide to the Owner's Project Representative a written proposal with a total not-to-exceed cost for services, to include a detailed breakdown of material and labor required to complete the Scope of Services detailed in this Task Assignment. All labor and material costs for each Continuing Service Project shall be complete and detailed, and shall include and identify, without limitation, the number of hours of work by title and responsibility of the workers/professionals performing the services, while adhering to the Unit Labor Rates in Exhibit B to this Continuing Service Contract.

- A. **Fees.** Compensation for all services, material, supplies, training and any other items or requirements necessary to complete the work shall be governed by the terms and conditions of the Contract Documents. For this Continuing Service Project, the Consultant

RFQ # 03-0-2018/JC

Firm's Name Carter Associates, Inc.

shall be paid a total not-to-exceed fee of \_\_\_\_\_ Dollars (\$0.00) payable at the rates set forth in Exhibit B to this Continuing Service Contract and based on the Schedule of Progress Payments listed below. This total-not-to-exceed fee shall include \_\_\_\_\_ Dollars (\$0.00) for Basic Services and an additional \_\_\_\_\_ Dollars (\$0.00) for reimbursable expenses, as set forth in subparagraph B below. At no time shall fees exceed the amount of compensation set forth in this paragraph without a written and executed amendment to this Task Assignment or the Continuing Service Contract.

**B. Schedule of Progress Payments.**

**(Sample Only- The Schedule of Progress Payments is to be negotiated)**

- a. **Task 1- Design Development-** \$ \_\_\_\_\_
- b. **Task 2- Construction Documents-** \$ \_\_\_\_\_
- c. **Task 3- Permitting and Bidding-** \$ \_\_\_\_\_
- d. **Task 4- Construction Administration-** \$ \_\_\_\_\_
- e. **Task 5- Project Closeout-** \$ \_\_\_\_\_
- f. **Reimbursable Expenses-** \$ \_\_\_\_\_

**C. Reimbursable Expenses.** Reimbursable Expenses are in addition to compensation for Basic Services and Additional Services, if any, and include expenses incurred by the Consultant and the Consultant's employees. The reimbursable dollar amount is a not-to-exceed lump sum dollar allowance to cover printing costs, permitting, investigations, other costs associated with administering the Continuing Service Project, and for any additional the Owner requested design modifications not covered in the Scope of Services set forth in Exhibit A. To the extent that travel expenses constitute a Reimbursable Expense under the Contract, all expenses related to travel, including, without limitation, train tickets, mileage, and airfare, shall be subject to all laws, policies, and guidelines for the State of Florida, and shall be subject to the eligibility requirements and monetary limitations of this Contract. For the purpose of this Contract, the Consultant, including, without limitation, its subconsultants, separate consultants, subcontractors, agents, employees or representatives shall be deemed to be limited to the same extent as a School Board employee by the affirmations, laws, regulations, and rules that govern eligibility for travel reimbursement and amount of reimbursement.

**V. SCOPE OF SERVICES**

The Consultant's proposal, attached to this Task Assignment as Attachment 1, shall include a detailed Scope of Services specific to this Task Assignment. If the Scope of Services is precisely and correctly detailed in the Consultant's proposal, and the parties will rely on that description, then the description of the Scope of Services to be performed contained in the Consultant's attached proposal shall be deemed to be incorporated in this Task Assignment and made a part of this Contract.

## **VI. TASKS**

The Consultant's proposal shall include a detailed description of each Task to be completed under this task Assignment. If the Tasks are precisely and correctly detailed in the Consultant's proposal, and the parties will rely on that description, then the Tasks to be performed contained in the Consultant's attached proposal shall be deemed to be incorporated in this Task Assignment and made a part of this Contract.

## **VII. CONSULTANT'S PROJECT SCHEDULE**

This Task Assignment shall commence upon receipt of a Purchase Order, fully executed Task Assignment, and Notice to Proceed issued by the Owner and shall continue until the Scope of Services is completed in accordance with the Contract Documents and has been accepted by the Owner's Project Representative, and the Owner has approved final payment to the Consultant. The projected date for completion of services, per the Consultant's Project Schedule, is xx /xx/ xxxx. The Consultant shall maintain the Consultant's Project Schedule based on the Schedule Milestones listed in Article 4.2.1 of the Contract, and as agreed-upon by the Consultant and Owner for this Continuing Service Project, which is attached to this Task Assignment as Attachment 1 (Consultant's Proposal). If the Consultant's Project Schedule is altered due to unforeseen delays, then the Consultant shall notify the Owner's Project Representative immediately in writing. Any extension to the Consultant's Project Schedule shall be negotiated, agreed-upon, and confirmed by a duly-executed written amendment to the Task Assignment signed by the Consultant and the Chief Facilities Officer, or higher authority, on behalf of the Owner. Failure to meet the scheduled completion date for the services to be rendered under this Contract may be grounds for termination for default. The inclusion of a projected or scheduled completion date is not intended to be, nor shall be construed as, an expiration date for this Task Assignment, and the Consultant shall be bound by the terms of the Contract and this Task Assignment until satisfactory completion of all required services in accordance with the Contract Documents.

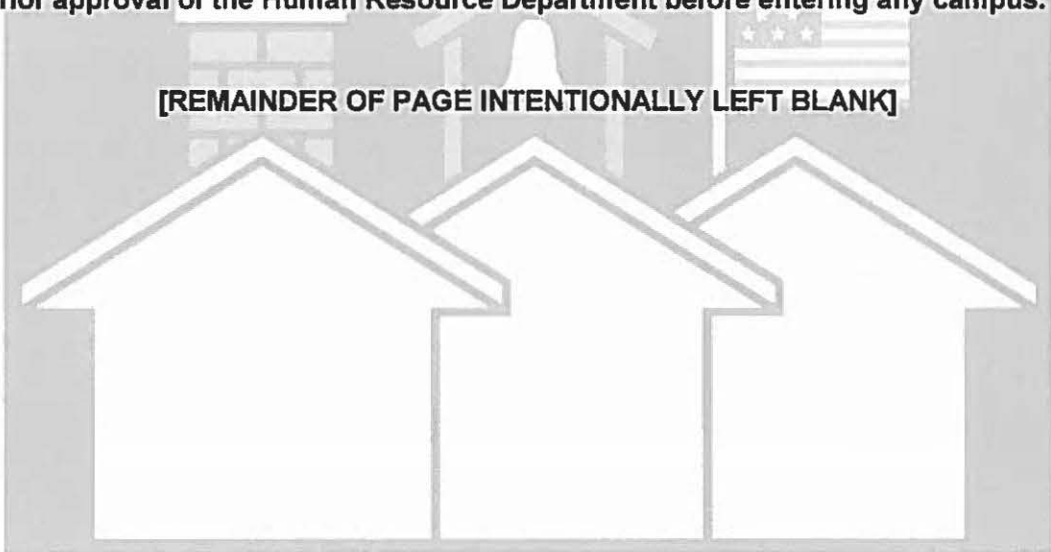
## **VIII. WARRANTY**

In addition to the representations set forth in Article 7 of the Contract, the Consultant warrants that the services identified in this Task Assignment will be performed with reasonable care in a diligent and competent manner and in accordance with generally-accepted professional standards. By this warranty, the Consultant agrees, and is obligated, to correct any services or deliverables provided that are not in conformance with the Contract Documents. If the Consultant cannot correct the non-conformance, the Consultant will refund to the Owner the amount paid to the Consultant for the portion of the services or deliverables that does not conform to this warranty and the Contract Documents. Pursuant to this warranty, the Owner will give the Consultant written notice within thirty (30) days after the nonconforming services are performed or, if applicable, the nonconforming deliverables are delivered. The notice will specify and detail the non-conformance and will designate a reasonable amount of time for the Consultant to correct the nonconformance, based on its severity and complexity. The Consultant does not warrant, and is not responsible for, any third-party products or services unless such third party is the Consultant's subconsultant, separate consultant, subcontractor, agent or affiliate.

**IX. CONSULTANT'S PROJECT TEAM MEMBERS**

The Consultant shall provide the name, title, and responsibility for each of the Consultant's and subconsultants', separate consultants' or subcontractors' employees proposed to complete the Scope of Services and Tasks identified in this Task Assignment.

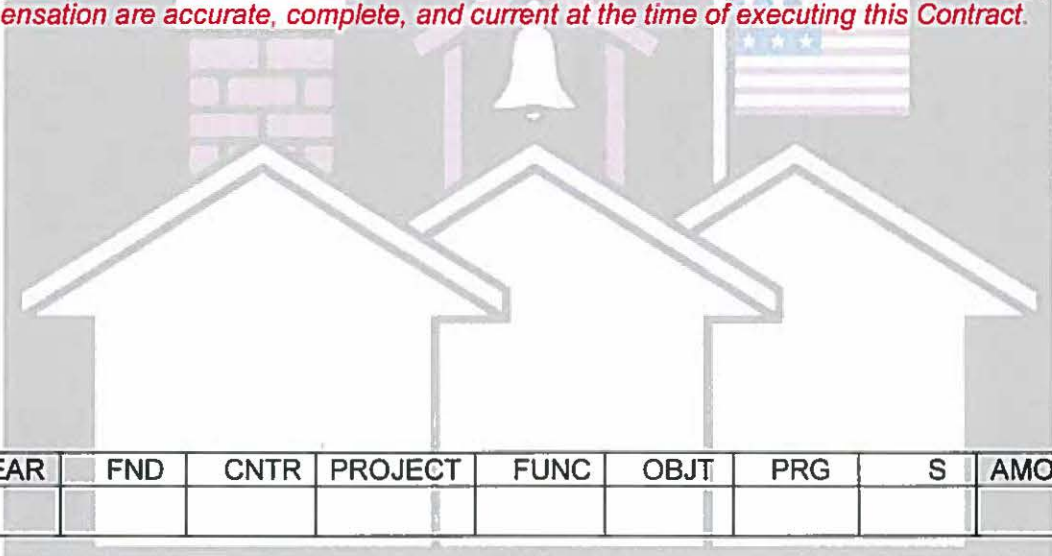
All personnel listed in this Task Assignment or on the Consultant's attached proposal (Attachment 1) must be cleared before entering School Board property, pursuant to Sections 1012.465 and 1012.467, Florida Statutes. The Consultant's Project Team Members must cooperate with school personnel to provide suitable identification to demonstrate the prior approval of the Human Resource Department before entering any campus.



**IN WITNESS WHEREOF**, the above parties have executed this instrument by their undersigned representatives pursuant to the authority of their governing bodies as of the approval date set forth in this Task Assignment.

***(Insert appropriate signature block based on cost of Work to be completed.)***

***As per Article 10.1 of the Contract, if the total fee paid to the Engineer exceeds the threshold amount provided in Section 287.017 for CATEGORY FOUR, the Engineer shall execute a "Truth-in-Negotiation Certificate," stating the wage rates and other factual unit costs supporting compensation are accurate, complete, and current at the time of executing this Contract.***



| YEAR | FND | CNTR | PROJECT | FUNC | OBJT | PRG | S | AMOUNT |
|------|-----|------|---------|------|------|-----|---|--------|
|      |     |      |         |      |      |     |   |        |

Send required insurance certificates to the Purchasing Department.

New Vendors: Send completed Vendor Certification, W-9, and Vendor Information Forms to the Accounts Payable Department.

Consultant Contact Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

**This page intentionally left blank.**

**THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA  
AGREEMENT FORM FOR A CONTINUING SERVICE CONTRACT**

**CIVIL ENGINEERING SERVICES**

**THIS CONTINUING SERVICE CONTRACT** (the "Contract"), made by and between **THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA**, located at 6500 57<sup>th</sup> Street, Vero Beach, FL 32967 (hereinafter referred to as "School Board" or "Owner"), and **CWT Engineering, LLC.**

(hereinafter referred to as "Consultant"), a corporation with its principal office located at **4637 Paladin Circle, Vero Beach, FL 32967**.

**WHEREAS**, the School Board desires to obtain Civil Engineering Services for assigned projects within the School District (hereinafter referred to as "Continuing Service Projects") and issued **RFQ # 03-0-2018/JC** to find qualified professionals to fulfill the need for these services pursuant to Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act ("CCNA"); and

**WHEREAS**, the Term of the Contract is one (1) year after School Board approves the Contract, and School Board may, at its option, at a regular or special Board meeting, renew this Contract at the end of the Term for two additional renewal terms of one (1) year each for a maximum term of three (3) years, subject to, among other things, the availability of funds, unless otherwise terminated pursuant to Article 8; and

**WHEREAS**, School Board retains a Consultant, to perform the services described herein, and other required professional services on an "as needed" basis, as designated, authorized, and assigned by School Board, and School Board agrees to compensate Consultant for such services in accordance with this Contract; and

**WHEREAS**, it is the primary intent of this Contract to ensure that the Consultant is available to provide professional services, in accordance with prior, mutually agreed-upon conditions, and the School Board has complied with all requirements of the CCNA, in the selection of Consultant and in negotiations for this Contract; and

**NOW, THEREFORE**, School Board and Consultant, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

RFQ # **03-0-2018/JC**

Firm's Name **CWT Engineering, LLC.**

**ARTICLE 1: GENERAL CONTRACT PROVISIONS**

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

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

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

1.4 Contract Documents.

1.4.1 The Contract Documents shall consist of this Contract; any addenda issued prior to execution of this Contract; any written modifications issued after execution of this Contract, including any amendments to this Contract; the designs, drawings, and specifications; the Request for Qualifications issued by the Owner and the Consultant's written responses thereto; and the following exhibits attached to this Contract:

- Exhibit A – Scope of Services
- Exhibit B – Unit Labor Rates
- Exhibit C – Truth-in-Negotiation Certificate
- Exhibit D – Task Assignment

Exhibits A through D are incorporated into this Contract by reference and shall be binding on the Consultant.

1.4.2 The term "Request for Qualifications Solicitation Document" as used herein refers to the Request for Qualifications ("RFQ") that was advertised by the Purchasing Department and subsequently led to the award of this Contract (03-0-2018/JC).

1.4.3 Conflicts in the Contract Documents. In the event of any conflict between the relevant Contract Documents, the documents shall be construed, and all conflicts shall be resolved, according to the following priorities:

RFQ # 03-0-2018/JC

Firm's Name CWT Engineering, LLC.



|                 |   |
|-----------------|---|
| First Priority  | The Task Assignment (Exhibit D)   |
| Second Priority | Amendments to the designs, drawings, and specifications (later date to take precedence) |
| Third Priority  | The Contract  |
| Fourth Priority | Specifications and drawings   |
| Fifth Priority  | Consultant's responses to the RFQ   |
| Sixth Priority  | The RFQ   |

However, the parties specifically acknowledge that the terms and conditions in the Contract shall not be amended by any Contract Documents, unless otherwise agreed upon and expressly stated by the parties in writing in a duly-executed amendment to the Contract.

## **ARTICLE 2: CONSULTANT'S RESPONSIBILITIES AND SCOPE OF SERVICES**

2.1 **Professional Services.** The Consultant agrees to furnish and perform professional services for the Continuing Service Project under the terms of the Contract Documents as follows:

2.1.1 **Basic Services.** The nature and scope of the Consultant's professional services are specified in Exhibit A – Scope of Services (hereinafter referred to as "Basic Services"). The Consultant agrees to furnish and perform professional services for each Continuing Service Project at a total construction cost to the Owner, which does not exceed the Project Construction Budget as defined in each Task Assignment (Exhibit D). The Consultant shall perform the Basic Services under this Contract to the satisfaction of the Owner's Project Representative.

2.1.2 **Additional Services.** The Consultant further agrees to furnish and perform professional services not included as Basic Services (hereinafter referred to as "Additional Services"), only if and when such Additional Services are specifically requested and authorized in writing by the Owner's Project Representative. Additional Services may only be performed after the Consultant has received a Purchase Order, fully-executed Task Assignment, or Amendment, and Notice to Proceed for such Additional Services. Consultant's fee for Additional Services will be computed in accordance with the hourly rates described in Exhibit B - Unit Labor Rates. If any Additional Services are provided by the Consultant's sub-consultants, separate consultants, or subcontractors, and such Additional Services consist of services for which the Consultant would be entitled to an additional fee if the Consultant had provided the services itself, then the Owner shall reimburse the Consultant for such actual reasonable amounts paid by Consultant to its sub-consultants, separate consultants, or subcontractors for such Additional Services, and the Consultant shall not be entitled to any additional fee or compensation costs.

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

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

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

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

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

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

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

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

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

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

2.2.3 Subconsultant, Separate Consultant, or Subcontractor Responsibilities. Any agreements entered into between Consultant and a subconsultant, separate consultant, or subcontractor for services to be completed on Continuing Service Projects shall incorporate the terms of this Contract. To the extent the services are to be performed by the subconsultant,

separate consultant, or subcontractor, that third party shall be bound by all provisions in this Contract, and shall assume toward the Consultant all of the obligations which the Consultant by this Contract assumes toward the Owner. The Consultant acknowledges that nothing herein shall in any way relieve the Consultant from any of its duties under this Contract.

2.2.4 Owner Consultants. The Consultant shall cooperate at all times with the Owner and shall cooperate and coordinate with any separate consultant or agent hired by the Owner. The Consultant shall incorporate the work product of any Owner-retained consultant in a manner which is appropriate or necessary to facilitate the design and construction of Continuing Service Projects within the project's budget and schedule. In the event the Owner so elects, and upon written mutual consent as evidenced by a Task Assignment to this Contract, the Consultant shall accept any assignment of any agreement or contract the Owner may have with any Owner-retained consultant.

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

### **ARTICLE 3: PROPOSAL REQUIREMENTS, FEES, AND PAYMENT**

3.1 Proposal Requirements. Based upon Unit Labor Rates (Exhibit B, Page 28) for a specific Continuing Service Project, the Consultant will provide the Owner's Project Representative with a detailed written proposal, which shall include a total not-to-exceed cost for services with a detailed breakdown of material and labor required to complete the Scope of Services identified in the Task Assignment (Exhibit D, Page 30). For purposes of this Contract, a Task is identified as a specific service or phase of work to be performed by the Consultant and its subconsultants, separate consultants, or subcontractors, which summarizes the scope of work to be completed and includes the detailed cost to complete.

3.1.1 The Consultant's proposal shall include a list of Tasks that accurately identifies and details the Scope of Services to be performed. All labor, material and equipment costs for each Continuing Service Project shall be broken down by Task, and shall be complete and detailed, and shall include and identify, without limitation, the number of hours of work by title and responsibility of each employee or professional performing each service, while adhering to the Unit Labor Rates (Exhibit B). The title and responsibility of the Consultant's employees must accurately reflect the type of service to be performed.

3.1.2 Schedule. The Consultant shall include in its proposal a comprehensive schedule for the successful and timely completion of its services, as well as those services provided by the Consultant's subconsultants, separate consultants, or subcontractors, for each Continuing Service Project (the "Consultant's Project Schedule"). The Consultant's Project Schedule will be agreed upon by the Owner and Consultant on a project-by-project basis and will be included in the Task Assignment (Exhibit D) for each Continuing Service Project. Once submitted and agreed upon by the Owner's Project Representative and the Consultant, the Consultant and its

subconsultants, separate consultants, and subcontractors will be bound by the Consultant's Project Schedule and will not deviate from it without prior written authorization from the Owner's Project Representative. Whether or not deviations from the Consultant's Project Schedule have been authorized by the Owner's Project Representative, the Consultant shall update the Consultant's Project Schedule as necessary to reflect Owner-approved changes or unavoidable deviations, and to indicate the probable impact of those deviations on the performance of the Consultant's services and the Continuing Service Project. However, nothing in this subparagraph is intended to be, nor shall be construed as, a waiver of the Owner's right to obtain full compliance by the Consultant with approved schedules.

3.2 Subconsultants, separate consultants, or subcontractors. The hourly rate(s) for other professional services required by the use of subconsultants, separate consultants, or subcontractors will be negotiated at the time a proposal for such services is required and submitted to the Owner's Project Representative for approval. Subconsultants, separate consultants, and subcontractors are required to provide the same level of detail in their proposals as described in paragraph 3.1 of this Contract.

3.3 Contract Sum. The Owner agrees to pay to the Consultant for Basic Services at a not-to-exceed fixed fee (the "Contract Sum"), as set forth in the Task Assignment (Exhibit D) and approved by the Owner. The Task Assignment shall set forth the appropriate fee structure for

each completed Task. The fee structure and hourly rates may be revised only by written amendment to this Contract, duly-executed by both parties.

3.4 Reimbursable Expenses. The Owner shall pay the Consultant for certain reimbursable expenses (the "Reimbursable Expenses") as set forth in the Task Assignment (Exhibit D). Each request for reimbursement shall be accompanied by detailed, credible, and legible documentation indicating the project-related nature of the expense and the actual costs incurred.

3.5 Payment for Services Performed. For each Continuing Service Project, the Consultant shall be paid upon successful completion of each Task identified under the Schedule of Progress Payments in the Task Assignment (Exhibit D) and Purchase Order or, for Tasks that will take longer than one month to complete, by monthly payments based on the percentage of services completed for each Task at the time the Payment Application is submitted to the Owner's Project Representative.

3.5.1 Payment Applications must match the detailed description provided on the original proposal, the Purchase Order, and the Task Assignment (Exhibit D); shall be in a format approved by the Owner's Project Representative (Facilities Division Payment Requisition Form); and shall reflect in detail the services completed.

3.5.2 Payment Applications shall be invoiced either upon successful completion of each Task or, for Tasks that will take longer than one month to complete, monthly based on the percentage of services completed at the time the Payment Application is submitted to the Owner's Project Representative. To the extent that there is any disagreement between the Consultant and the Owner's Project Representative with respect to the percentage of services completed for any given Task represented on the Consultant's monthly Payment Application, then the Owner's

Project Representative and the Consultant will negotiate and agree upon the percentage of services completed without delaying the Consultant's work on the Continuing Service Project.

3.5.3 The Consultant expressly waives any right to payment for any Additional Services (as defined in paragraph 2.1.2 above) performed if the Consultant has not received prior written authorization for such services by the Owner's Project Representative, which would have resulted in the Consultant receiving a Purchase Order, a fully executed Task Assignment or Amendment and Notice to Proceed.

3.5.4 Final payment to the Consultant shall not be made by the Owner until the Original Work Product (as defined in paragraph 5.1.3 below) has been received and accepted by the Owner's Project Representative.

3.5.5 Payment will not be due from the Owner for any work that is performed without specific written authorization signed and approved by the Owner in the manner provided by this Contract, or other applicable rules, regulations, or law. The Owner shall not be responsible to pay for any services that are performed pursuant to the direction of a representative or employee of the School District of Indian River County if the amount charged exceeds the authority granted to that District employee or agent pursuant to the rules and procedures of the School Board of Indian River County, or Florida law.

3.5.6 The Unit Labor Rates (Exhibit B) may be revised only by written amendment to this Contract, agreed to and executed by both parties to this Contract.

**ARTICLE 4: PROJECT CONSTRUCTION BUDGET, CONSULTANT'S PROJECT SCHEDULE AND PROJECT MANAGEMENT**

4.1 Project Construction Budget. The Consultant acknowledges that the Owner has provided a Project Construction Budget, identified for each Continuing Service Project in the Task Assignment (Exhibit D). The Project Construction Budget is defined as the total budget identified for the construction of the Project. As identified in the Task Assignment (Exhibit D), the total Project Construction Budget consists of site development, building shells and interiors, site improvements, and any equipment that is included in the construction of the Project. The Consultant's work product, including without limitation, any designs, plans, and drawings, shall be designed to be constructed within the Project Construction Budget.

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

4.1.2 Cost Consultant. Although the Consultant is responsible for developing a design that meets the Project Construction Budget, the Owner may hire a Cost Consultant to verify costs on the Project. The Consultant shall cooperate with the Owner's Cost

Consultant by providing all necessary information for the preparation and updating of all estimates of construction costs throughout all phases of the Project.

4.2 Schedule. The Consultant shall commence Basic Services after both parties have executed this Contract and the Consultant has received a Purchase Order, fully-executed Task Assignment (Exhibit D), and Notice to Proceed issued by the Owner. The Consultant shall complete its services in accordance with the Consultant's Project Schedule, set forth in, and incorporated into this Contract by, Task Assignment (Exhibit D).

4.2.1 The parties agree that time is of the essence for each Task Assignment. The following is a sample of Schedule Milestones that will be negotiated and must be included with the Consultant's Proposal for each Continuing Service Project:

- a. First Design Meeting with Facilities Division Staff.
- b. 60% drawings and specifications submitted to Code Compliance for Plan Review.
- c. 100% drawings and specifications submitted to Code Compliance for Plan Review.
- d. Conformed Documents Complete.
- e. Construction Start
- f. Substantial Completion
- g. Final Completion
- h. 11 Month Warranty Walkthrough

4.2.2 Any changes to the Consultant's Project Schedule shall be agreed upon by the Consultant and the Owner's Project Representative and confirmed by a duly-executed written amendment to the Task Assignment.

4.2.3 The schedule for Additional Services, if any, shall be established by the Owner's Project Representative and included in a fully-executed amendment to this Contract.

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

## **ARTICLE 5: DOCUMENTS**

5.1 **Ownership of Documents.** All plans, drawings, specifications, sketches, models, designs, artwork, programs, software, reports, photographs, or other tangible work product produced, originally-developed, or submitted to the Owner's Project Representative by Consultant pursuant to this Contract (hereinafter referred to as the "Original Work Product") are and shall remain the sole property of the Owner. Original Work Product shall include, but not be limited to, all computer-generated electronic documents (Computer-Aided Design Documents (CADD) and specifications).

5.1.1 **Owner's Rights.** The Owner shall have the right to use any and all Original Work Product. Consultant shall maintain a set of reproducible record prints of the Original Work Product. If subsequent usage by the Owner shall require further evidence of sealing requirements, Consultant shall make appropriate arrangements with the Owner for this purpose. The Owner shall have an irrevocable license or right to use, reproduce or make derivative works from these documents for any renovations, maintenance or remodeling of the Project. The Owner shall also have an irrevocable right to use and reproduce the image of the Project designed by the Consultant and to reproduce documents and data within the documents.

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

5.1.3 **Delivery of Original Work Product.** After final completion of each Continuing Service Project, the Consultant shall retrieve from the Contractor the as-built documents, created from field data collected during the course of the Continuing Service Project. The Consultant shall review the as-built documents for accuracy and then incorporate the original drawings, site changes and information taken from the as-built drawings into Record Drawings. The Consultant shall deliver the Original Work Product to the Owner's Project Representative upon Final Completion of the Continuing Service Project, unless, in the Owner's Project Representative's sole discretion, it is necessary for Consultant to retain possession of the Original Work Product for a longer period of time. CADD Record Drawings shall match the final printed as-built files to include all markups, notes, and revisions. Upon early termination of the Consultant's services, the Consultant shall deliver all Original Work Product to the Owner's Project Representative, complete or incomplete, within ten (10) calendar days of the effective date of the early termination.

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

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

5.2 Documents and Copies. For each Continuing Service Project, the Consultant shall provide the Owner's Project Representative with copies of all reports and other documents (except correspondence) prepared by the Consultant under this Contract. The copies shall be furnished as requested by the Owner's Project Representative, and as they are prepared and completed by the Consultant. The Consultant shall promptly furnish the copies to the Owner's Project Representative, along with a detailed invoice showing the Consultant's copy expenses, and the Owner shall pay the reasonable and agreed-upon cost for the reproduction.

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

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



(all foregoing hereinafter referred to as "records") to the extent necessary to permit evaluation and verification of: a) the Consultant's compliance with Contract requirements, b) compliance with the Owner's business ethics policies, and c) compliance with provisions for pricing amendments to this Contract and invoices or claims submitted by the Consultant or his payees.

5.3.2 The Consultant shall make it a condition of all subcontracts related to the rendering of professional services under this Contract that any and all subconsultants, separate consultants, and subcontractors will keep accurate records of costs incurred and items billed in connection with their work, and that such records shall be open to audit by the Owner or its authorized representatives during performance of such services and until five (5) years after its completion, in accordance with this Article 5.3 and all related subparagraphs. If the Consultant receives notification of a dispute or the commencement of litigation regarding any services performed for Continuing Service Projects under this Contract within this five-year period, then the Consultant shall notify any and all subconsultants, separate consultants, and subcontractors to continue to maintain all project records in accordance with this Article, and all related subparagraphs, until final resolution of the dispute or litigation or until the expiration of the five-year period, whichever is later

5.3.3 Upon seven (7) calendar days' written notice, from the date of this Contract to the last date described in this Article, the Consultant shall provide to the Owner or its authorized representative(s) all records covered in paragraph 5.3.1 above that are requested by the Owner. If the provided records require further review or support, the Owner and its authorized representative(s) shall be entitled to inspect, examine, review and copy the Consultant's records at the Owner's reasonable expense, with adequate workspace at the Consultant's facilities. Such rights to inspect, examine, review and copy shall extend to the records and documentation of subconsultants, separate consultants, and subcontractors. Failure by the Consultant to supply substantiating records shall be reason to exclude or recover the related costs from amounts which might otherwise be payable by the Owner to the Consultant pursuant to this Contract.

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

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

**ARTICLE 6: INSURANCE REQUIREMENTS**

6.1 Pursuant to Board Policy 8710.01, firms providing "professional services," as defined in the Consultants' Competitive Negotiations Act, that are selected by the School Board to complete construction projects or conduct planning activities that exceed the thresholds stated in F.S. 287.055(3)(a)(1) and 287.017 shall carry and maintain the required insurance during the period they are performing such services and thereafter as stipulated below:

**A. Professional Liability Insurance**

1. Coverage shall be in limits not less than \$1,000,000.00 per occurrence or an annual aggregate limit of \$3,000,000.00 covering negligent errors, omissions, or acts, with a per occurrence deductible not to exceed \$5,000.00 or five percent (5%) of the estimated professional fee or as approved by the Superintendent. Such coverage shall be maintained for a period of three (3) years after the date of final payment to the architect or engineer. If such insurance is based upon a "claims made" policy, prior to the services being performed, the architect or engineer shall provide to the Board satisfactory proof that extended reporting period coverage is available if the architect or engineer should cancel such coverage within three (3) years after the date of final payment to the architect or engineer. For specific projects, when recommended by the Superintendent, the Board may require higher limits.
2. When in the District's best interest and upon the recommendation of the Superintendent, the architect or engineer may obtain and carry non-cancelable project-specific professional liability insurance during the design and construction of the project and for a three (3) year discovery period thereafter. This insurance shall also provide for the owner's defense, if named with the architect or engineer in any claim covered under the policy.

- B. Commercial General Liability Insurance (including Blanket Contractual Liability and Completed Operations, Explosion, Collapse, and Underground Hazards)** in limits of not less than \$1,000,000.00 per occurrence and a \$3,000,000.00 aggregate, with no deductible, covering personal injury, bodily injury, and property damage. The Products and Completed Operations portions of the general liability shall extend for a period of two (2) years after the final acceptance of the project by the District. The policies shall name the District, its Board members, and staff as additional insureds as their interests may appear under this agreement and the insurers shall agree to waive all rights of subrogation against the District and each individual member of the Board and staff. Additional Insured Endorsement CG2026 shall be endorsed naming the Board.

- C. Comprehensive Automobile Liability Insurance (including hired and owned vehicles, if any) in limits of not less than \$1,000,000.00 per occurrence, covering personal injury, bodily injury, and property damage.
- D. Worker's Compensation Insurance in compliance with F.S. Chapter 440 with employer's liability coverage of not less than \$1,000,000.00 per occurrence.
- E. Valuable papers and records insurance in an amount of not less than \$50,000.00 per occurrence, with no deductible, to assure the substantial restoration of any plans, drawings, or other similar data related to the architect's or engineer's services which are in the area, custody, or control of the architect or engineer.
- F. A Letter of Insurability or Certificate of Insurance evidencing that all of the above insurance is in force shall be furnished to the Board before any services are performed, at all renewal times, and shall require written notification to the Board at least thirty (30) days prior to any cancellation, termination, non-renewal, or modification. All insurance shall be with insurers authorized to do business in Florida and shall be rated at least AV by Best's Key Rating Guide. If the architect or engineer fails to provide or otherwise maintain the required insurance, the Board may purchase the insurance and hold the architect or engineer responsible for the cost thereof.
- G. The Superintendent may recommend that the Board enter an agreement with lower limits of coverage when the standard coverage required by this policy may be commercially unavailable for a particular undertaking, or when the amount of the professional fee may not justify the extent of coverage otherwise required by this policy. In such cases, the Superintendent or designee will recommend that the specifications and requirements for the project shall include the modified levels of insurance coverage and limits of liability for the specific project that will waive the standard insurance limits specified in this policy.

## **ARTICLE 7: CONSULTANT'S REPRESENTATIONS**

7.1 Representations. The Consultant hereby represents to the Owner that:

7.1.1 It has the experience and skill to perform the services required to be performed by this Contract. It shall provide and employ, in connection with the performance of such services, personnel qualified and experienced in their profession; it being understood that the Owner's Project Representative may at any time require the Consultant to remove, and the Consultant shall immediately remove, any person employed in connection with the performance of services under this Contract who in the opinion of the Owner's Project Representative or the Owner is unfit for the proper performance of his/her duties.

RFQ # 03-0-2018/JC

Firm's Name CWT Engineering, LLC.

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

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

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

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

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

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

7.1.8 The Consultant's services will meet the highest professional standards in preparation of all Construction Documents.

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

the Construction documents or defects in construction of the Continuing Service Project. The Owner will be a third party beneficiary of any subconsultant or subcontractor contract, and all third party contracts will require the same professional error and omissions insurance, and commercial general liability insurance required of the Consultant.

**7.3 Indemnity and Hold Harmless.** The Consultant shall hold harmless and indemnify the Owner, its agents, and employees from and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses, or expenses of any nature whatsoever arising directly or indirectly from or out of any negligent act or omission of the Consultant, its subconsultants, separate consultants, or subcontractors and their officers, directors, agents, or employees, any failure of the Consultant to perform its services under this Contract in accordance with generally-accepted professional standards, any breach by the Consultant of its obligations and duties to perform under this Contract, any breach of the Consultant's representations made in this Contract, and the failure of performance of any product or service furnished by the Consultant under this Contract. This hold harmless and indemnification provision shall include a duty to defend the Owner and to pay all reasonable attorneys' fees and expenses, including administrative and on appeal, incurred by the Owner in the defense of any matter covered by this provision. This hold harmless and indemnity is made notwithstanding the Owner's ownership of, and rights to, the Original Work Product. The provisions of this paragraph shall survive the termination or expiration of this Contract. The parties acknowledge that the Contract Sum includes \$100.00 to be paid by the Owner to the Consultant as part of the Owner's first payment to the Consultant as consideration for this indemnification. This indemnity shall not be deemed to include matters which may be caused or result from an act or omission of the Owner. Nothing in this Contract shall be interpreted or construed as an agreement on the part of the Owner to indemnify or hold harmless any party, including, but not limited to, the Consultant, its employees, agents, representatives, the Architect, Construction Manager, subconsultants, subcontractors, trade contractors, or all other lower tier contractors (sub-subcontractors). Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. Nothing in this Contract is intended to be, nor shall be construed as, an extension of liability beyond the statutory limitations of liability set forth in Section 768.28, Florida Statutes.

**7.4 Prohibition against Contingent Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that the Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm other than bona fide employees working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the Owner shall have the right to terminate this Contract without liability and, at its discretion, deduct from the Contract Sum, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

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

**ARTICLE 8: TERMINATION, SUSPENSION, AND ABANDONMENT**

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

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

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

8.1.3 If the Continuing Service Project is suspended or terminated without cause, the Owner shall pay to the Consultant only that portion of the Contract Sum which has become due and payable to the Consultant under the Contract. In the event that the Contract is suspended or terminated before the Consultant has completed all services under an identified Task, then the Owner shall pay to the Consultant a negotiated fee taking into consideration the percentage of services completed under that Task, with the understanding that no payment made to the Consultant shall exceed the total fee that would have become due and payable to the Consultant had the Task been completed prior to suspension or termination of the Contract.

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

8.2 **Abandonment or Suspension.** If the Owner suspends or abandons the Continuing Service Project, the Owner shall pay all fees and Reimbursable Expenses which have become due and payable to the Consultant pursuant to the related Task Assignment (Exhibit D). The Consultant shall not be entitled to lost profits for uncompleted work. Payment shall be made for that portion of the work that the Consultant completed prior to the abandonment or suspension, and the Owner

shall have no further obligation to the Consultant for the payment of any other fees, unless and until the Continuing Service Project is resumed by the Owner.

8.3 Resumption. If the Owner chooses to resume the Continuing Service Project, the Consultant, at the option of the Owner, shall complete its services under the Task Assignment (Exhibit D), and it shall be entitled to payment of any remaining unpaid fees in accordance with the terms of this Contract to be payable at the times and in the manner specified in this Contract. In no event will any fee or part thereof become due or payable to the Consultant unless and until the Consultant has attained and completed that stage of work where the same would be due and payable under the terms of this Contract. When the Consultant receives a notice from the Owner that the suspension has been canceled, the Consultant shall perform all services remaining under the related Task Assignment and, by amendment to the Task Assignment, it shall be entitled to an extension of time equal to the period of the suspension. If the Continuing Service Project is resumed within 365 days of the date it was abandoned or suspended, the fees payable to the Consultant shall be equal to the amounts due under the Task Assignment not previously paid by the Owner to the Consultant and shall be based on the amounts provided in Unit Labor Rates (Exhibit B). If the Continuing Service Project is resumed more than 365 days after the date of its abandonment or suspension, then, upon the Consultant's written request, the Task Assignment may be amended to reflect any escalation in the cost of equipment, material or labor. Any adjustments to the Contract Sum based on equipment, material, or labor escalations will be negotiated between the Consultant and the Owner's Project Representative, and will be submitted to the Owner for approval of the amendment to the Task Assignment.

#### **ARTICLE 9: SPECIAL PROVISIONS**

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

9.1.1 The Consultant shall execute and furnish to the Owner's Project Representative a "Truth-in-Negotiation Certificate," stating the wage rates and other factual unit costs supporting compensation are accurate, complete, and current at the time of executing this Contract and any amendment to this Contract. The original price and any additions thereto shall be adjusted to exclude any significant sums by which the District determines the Contract amount was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs, and that such original Contract adjustments shall be made within one year following the end of the Contract and any amendment to this Contract.

9.1.2 The "Truth-in-Negotiation Certificate" is Exhibit C, Page 29.

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

9.2 Public Entity Crime Information Statement and Debarment. Section 287.133(2)(a) of the Florida Statutes states: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a

contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or the consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

9.2.1 By signing this Contract, the Consultant represents and certifies, to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency, as defined by each Federal Agency's codification of the Governmentwide Debarment and Suspension Common Rule for Nonprocurement, and do not appear on the Excluded Parties List System, as defined in 48 CFR 2.101;
- b. Have not, within a five-year period preceding the issuance of the Request for Qualifications (“RFQ”) that led to the award of this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- c. Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b);
- d. Have not, within a five-year period preceding the issuance of the RFQ that led to the award of this Contract, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. Are not presently, nor have been within the last three (3) years, listed on the convicted vendor list.

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

9.3 Background Check. The Consultant agrees to comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct



contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the Owner. This background screening will be conducted by the Owner in advance of the Consultant or its personnel providing any services under the conditions described in the previous sentence. The Consultant shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Consultant and its personnel. The parties agree that the failure of the Consultant to perform any of the duties described in this section shall constitute a material breach of this Contract entitling the Owner to terminate immediately with no further responsibilities or duties to perform under this Contract. The Consultant agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from the Consultant's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. The Consultant shall require each of the Consultant's subconsultants, separate consultants, and subcontractors on the Continuing Service Projects to agree, in writing, to the provisions of this paragraph.

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

9.5 Compliance with Federal Grant Requirements. If made applicable by the use of Federal Grant Funds in the Continuing Service Project or any other requirement as set out below, the Consultant and its subconsultants, separate consultants, and subcontractors shall comply with all applicable Federal rules, regulations and orders, including but not limited to:

- a. Executive Order 11246 of September 24, 1965, entitle "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees.)
- b. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented in Department of Labor regulations (29 CFR part 3).
- c. Davis-Bacon Act (40 U.S.C. 3141 et seq.), as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation.)

- d. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers.)
- e. All applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.)
- f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

9.6 Public Records Act/Chapter 119 Requirements. The Consultant agrees to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided, by doing the following:

- a. The Consultant and its subconsultants, separate consultants, or subcontractors shall keep and maintain public records that ordinarily and necessarily would be required by the School Board in order to perform the service;
- b. The Consultant and its subconsultants, separate consultants, or subcontractors shall provide the public with access to such public records on the same terms and conditions that the School Board would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. The Consultant and its subconsultants, separate consultants, or subcontractors shall ensure that public records that are exempt or that are confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law; and
- d. The Consultant and its subconsultants, separate consultants, or subcontractors shall meet all requirements for retaining public records and transfer to the School Board, at no cost, all public records in possession of the Consultant and its subconsultants, separate consultants, or subcontractors upon termination of the Contract and shall destroy any duplicate public records that are exempt or that are confidential and exempt from the public records disclosure requirements. All records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board.

The parties agree that if the Engineer and its subconsultants, separate consultants, or subcontractors fail to comply with the above requirement shall result in the immediate termination of this Contract without penalty to the School Board. Further, the Engineer shall fully indemnify and hold harmless the School Board, its officers, agents and employees from any liability and/or

damages, including attorney's fees through any appeals, resulting from Engineer's failure to comply with these requirements.

#### **ARTICLE 10: MISCELLANEOUS PROVISIONS**

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

10.2 **Gender.** Unless the context clearly indicates to the contrary, pronouns having a neuter, masculine, or feminine gender shall be deemed to include the others.

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

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

10.5 **Captions.** The captions used for sections in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or the intent of this Contract or any Article or Section thereof.

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

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

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

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

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

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

10.12 Waiver. No consent or waiver, express or implied, by either party to this Contract to or of any breach or default by another in the performance of any obligations shall be deemed or construed to be consent or waiver to or of any other breach or default by that party. Except as otherwise provided in this Contract, failure on the part of any party to complain of any act or failure to act by another party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of the rights of that party.

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

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

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

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

10.17 Owner Transfer of Interest. If the Owner conveys its interest in the Continuing Service Projects to a third party, any rights which the Owner may have against the Consultant arising from or in connection with this Contract shall automatically transfer to such third party without the necessity of a written document or consent from the Consultant.

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

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

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

10.21 No Waiver of Sovereign Immunity. Nothing in this Contract is intended to serve, nor should be construed, as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. Nothing in this Agreement is intended to be, nor shall be construed as, an extension of liability beyond the statutory limitations of liability set forth in Section 768.28, Florida Statutes.

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

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

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

10.25 Force Majeure. With regard to performance under this Contract, a party shall not be deemed to be in default of this Contract, or have failed to comply with any term or conditions of this Contract, if, for reasons beyond the parties reasonable control, including, without limitation acts of God, natural disaster, labor unrest, war, declared or undeclared, the existence of injunctions or requirements for obtaining licenses, easements, permits or other compliance with applicable laws, rules and regulations, such performance is not reasonably possible within such

time periods. In the event that any such reasons or conditions occur making performance not reasonably possible within the time periods set forth in this Contract, then the time for such performance shall be extended until removal of such reasons beyond the parties reasonable control, provided that the party commences such performance as soon as reasonably possible thereafter and diligently pursues such performance.

10.26 Evaluations. The Consultant will be evaluated by the Owner's Project Representative during the Contract Term at intervals established by the Chief Facilities Officer and at the end of each assigned Continuing Service Project. The evaluation results may be considered in measuring the Consultant's past performance and may be included in the review process for future solicitations for the consultant services. A copy of the evaluation(s) will be provided to the Consultant upon request.

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

Owner: School Board of Indian River County, FL  
Attn: Superintendent, Mark J. Rendell, Ed.D  
6500 57<sup>th</sup> Street  
Vero Beach, FL 32967

Consultant: Firm Name CWT Engineering, LLC.  
Contact Name Mr. Frank Watanabe, Senior Engineer/Project Manager  
Address 4637 Paladin Circle, Vero Beach, FL 32967  
Telephone: 772-925-2457  
Fax: \_\_\_\_\_

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

RFQ # 03-0-2018/JC

Firm's Name CWT Engineering, LLC.

**IN WITNESS WHEREOF**, the above parties have executed this instrument by their undersigned representatives pursuant to the authority of their governing bodies as of the approval date set forth in this Contract.

**CWT Engineering, LLC.**

Name of Firm

By:

Frank Watanabe  
Signature

Frank Watanabe  
Printed Name

2/12/18  
Date

4637 Paladin Circle  
Address

Vero Beach, FL 32967

772-925-2457  
Telephone Number

Fax Number

CWTranse@gmail.com  
Email Address

821933440  
FEIN Business

SS# Individual

**The School Board of Indian River County FL**

Shawn Frost  
Signature of Chairman

**Mr. Shawn Frost**  
Typed/Printed Name of Chairman

2/27/2018  
Date

6500 57<sup>th</sup> Street

Vero Beach, FL 32967

RFQ # 03-0-2018/JC

Firm's Name CWT Engineering, LLC.

**THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA**  
**CONTINUING SERVICE CONTRACT FOR CIVIL ENGINEERING SERVICES**

**EXHIBIT A**

**DESCRIPTION OF SERVICES**

The Consultant shall provide the School Board of Indian River County with Civil Engineering Services for Projects Valued Less than \$2,000,000.00 and for Studies when Professional Service Fees do not exceed \$200,000.00. Anticipated services may include, but not be limited to the following:

**The scope of work will be identified on a project basis and will vary depending on project needs. The scope may involve all phases of project development and may include and not be limited to the following:**

**1. Preliminary Services**

- a. Confirm School District's goals and objectives through meetings/workshops.
- b. Conduct field survey to evaluate non-concealed conditions and concealed conditions to fullest extent possible without performing destructive activities.
- c. Prepare site plans in latest version of AutoCAD, preliminary layouts, estimates of probable costs and alternatives as requested.
- d. Support School Board in obtaining geotechnical services and survey services necessary for the required scope of work. In some cases survey may be provided by the School Board.
- e. Review existing plans and/or As-Built Documents archived by School Board.
- f. Review maintenance logs and interview appropriate School Board staff.
- g. Prepare engineering and/or architectural details and calculations.
- h. Present alternatives and provide recommendations and analyses of the advantages and/or disadvantages of each.
- i. Deliverables as identified by individual task orders.

**2. Schematic Design through Construction Documents**

- a. Prepare engineering/architectural designs, calculations, plans, specifications, cost estimate and contract bidding documents in compliance with the most recent edition of the School Board Design Criteria.
- b. Prepare Specifications and general provisions in Microsoft Word fully coordinated with the School District Design Criteria, Owner/Contractor Contract and related Bid/Front End Documents to be utilized bidding and construction.
- c. Undertake coordination with local ordinances municipal agreements/requirements, and authorities having jurisdiction over project.
- d. Further develop field survey documentation to evaluate non-concealed conditions and concealed conditions to fullest extent possible without performing destructive activities.
- e. The School Board shall typically review the work product and Construction Documents at the preliminary stage, sixty percent (60%); ninety percent (90%) and final stage, or as specified by specific task order or as is deemed necessary by the School Board.
- f. All project calculations, supporting/reference information, correspondence, photos, Microsoft Office files, etc. shall be provided to School Board with the final submittal or upon request.
- g. Drawings shall be prepared in standard engineering/architectural scale using the latest version of AutoCAD or as directed by the School Board.
- h. Coordinate phasing delineations and requirements with Construction Manager/Contractor.

RFQ # 03-0-2018/JC

Firm's Name CWT Engineering, LLC.



- i. Work with Construction Manager/Contractor to develop schematic phase, design development phase and Final Construction Document phase Opinions of Construction Value.
  - j. All project AutoCAD files (i.e. drawing, x-refs, blocks, fonts, pen styles, etc.) shall be provided to the School Board on CD, DVD format or via email at the discretion of the School Board.
  - k. Deliverables at each phase as identified by individual task orders.
- 3. Permits**
- a. Assist the School Board in obtaining necessary approvals and permits as required.
  - b. Deliverables as identified by individual task orders.
- 4. Bidding Construction Documents**
- a. Assist the School Board in answering bidder's questions, attend pre-bid conferences, job walks, and perform constructability review of own plans and specifications at the discretion of School Board Staff.
  - b. Develop addenda to address required changes to bid documents.
  - c. Assist Owner/Construction Manager with bid review and recommendation for contract awards.
- 5. Construction Administration**
- a. Attend pre-construction meeting and project progress meetings at the discretion of School Board staff.
  - b. Assist the School Board and Construction Manager/Contract Administrator with interpretation of plans and specifications, analysis of changed conditions, development of corrective action, review of shop drawings and provide "peer review" of other submittals at the discretion of School Board Staff.
  - c. Provide periodic problem solving.
  - d. Provide periodic construction observations/inspections.
  - e. Review and approve Contractor Application for Payment
  - f. Develop substantial completion punch list.
  - g. Perform final inspection and punch list completion verification.
  - h. Assist owner with obtaining and review all project closeout documentation.
  - i. Undertake post-occupancy warranty walk through at time frame identified by owner.

**Project scopes may include activities and tasks relating to new and existing site improvements and modifications for projects entailing new construction, remodeling, renovation, playgrounds, storm water, utilities, bus/vehicle ramps and circulation, life safety, fire access, and maintenance/repair projects.**

# **CWT Engineering, LLC.**

---

February 12, 2018

School District of Indian River County – Continuing Civil Engineering Services

General Rate Schedule for CWT Engineering staff for this contract:

| <b><u>Staff Position</u></b> | <b><u>Hourly Rate</u></b> |
|------------------------------|---------------------------|
| • Principal                  | \$100.00/hour             |
| • Senior Engineer            | \$100.00/hour             |
| • Project Manager            | \$100.00 hour             |
| • Structural Designer        | \$75.00/hour              |
| • Staff Engineer             | \$75.00/hour              |
| • Environmentalist           | \$50.00/hour              |
| • Senior Inspector           | \$50.00/hour              |
| • Technician                 | \$30.00/hour              |
| • CAD/GIS                    | \$30.00/hour              |
| • Clerical                   | \$20.00/hour              |

Any services which require the attendance of staff at workshops, public meetings and Commission meetings will be billed on a time and material basis in accordance with our hourly rate of \$100.00 per hour for senior staff which will include travel time.

Any topographic surveying or geotechnical services will be sub-contracted and rates and fee will be submitted with each work task as needed.

**THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA**  
**CONTINUING SERVICE CONTRACT FOR CIVIL ENGINEERING SERVICES**  
**EXHIBIT B**

**UNIT LABOR RATES**

The Consultant shall list all Unit Labor Rates to be referred to when proposing services for each Continuing Service Project assigned by the School Board of Indian River County, Florida. The Unit Labor Rates shall include, but not be limited to, services required to support the Scope of Services identified in Exhibit A and shall correspond with the detailed Tasks set forth in Exhibit D – Task Assignment.

**Fees for Basic Services and, when approved in writing by the Owner's Project Representative, for Additional Services shall be inclusive of all overhead of the Consultant, and shall be reimbursed at the following hourly rates:**

| <u>Title</u>     | <u>Hourly Rate</u> |
|------------------|--------------------|
| (SEE ATTACHMENT) |                    |

*The hourly rate(s) for other professional services, required by the use of subconsultants, separate consultants or subcontractors will be negotiated at the time a proposal for such service is required and submitted for approval. Subconsultants, separate consultants or subcontractors are required to provide the same level of detail in their proposals as described in this Contract.*

THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA  
CONTINUING SERVICE CONTRACT FOR CIVIL ENGINEERING SERVICES

EXHIBIT C  
TRUTH-IN-NEGOTIATION CERTIFICATE

The wage rates and other factual unit costs supporting the compensation under the Contract between the School Board of Indian River County, Florida and CWT Engineering LLC dated 2/12, 20 18 are accurate, complete and current as of the time of entering into the Contract. This Certificate is executed in Compliance with Section 287.055 (5) (a) of the Florida Statutes. DATED this \_\_\_\_\_

day of 2/12, 20 18.

By: Frank Watanabe (affiant's signature)

STATE OF FLORIDA)

ss:

COUNTY OF INDIAN RIVER) BEFORE ME, the undersigned authority, personally appeared

Frank Watanabe - owner  
(Name of affiant and title)

of CWT Engineering who, after first being duly  
(Name of Consultant)

sworn, deposes and says that the foregoing Truth-In-Negotiation Certificate is true and correct to the best of his/her knowledge, information and belief.

SWORN TO AND SUBSCRIBED before me on this 12 day of Feb., 2018

By: Frank Watanabe [name of affiant].

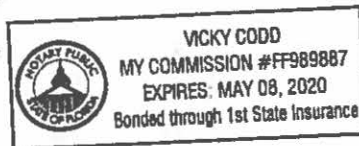
He/she is personally known to me \_\_\_\_\_; or has produced

FL DL as identification.

NOTARY'S SIGNATURE AND SEAL

Vicky Codd  
Type or Print Name

COMMISSION SEAL/NUMBER



RFQ # 03-0-2018/JC

Firm's Name CWT Engineering, LLC.

**THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA**  
**CONTINUING SERVICE CONTRACT FOR CIVIL ENGINEERING SERVICES**

**EXHIBIT D**

**TASK ASSIGNMENT**

**I. PURPOSE**

This is a Task Assignment to the **Continuing Service Contract for Civil Engineering Services** dated \_\_\_\_\_, 20 \_\_\_\_\_ between the **School Board of Indian River County, Florida** and \_\_\_\_\_ (Consultant), and is hereby made a part thereof. The purpose of this Task Assignment is to specify the required services of the Consultant to provide Civil Engineering Services when and as authorized by the Owner's Project Representative, when deemed necessary.

**II. PROJECT/LOCATION**

**Project Name** \_\_\_\_\_ . Performance of services will be for \_\_\_\_\_ located at \_\_\_\_\_, **Florida** \_\_\_\_\_.

**III. PROJECT CONSTRUCTION BUDGET**

The Project Construction Budget as defined in Article 4.1 of the Contract is \$ \_\_\_\_\_

**IV. METHOD OF COMPENSATION**

The Consultant shall provide to the Owner's Project Representative a written proposal with a total not-to-exceed cost for services, to include a detailed breakdown of material and labor required to complete the Scope of Services detailed in this Task Assignment. All labor and material costs for each Continuing Service Project shall be complete and detailed, and shall include and identify, without limitation, the number of hours of work by title and responsibility of the workers/professionals performing the services, while adhering to the Unit Labor Rates in Exhibit B to this Continuing Service Contract.

- A. **Fees.** Compensation for all services, material, supplies, training and any other items or requirements necessary to complete the work shall be governed by the terms and conditions of the Contract Documents. For this Continuing Service Project, the Consultant

RFQ # 03-0-2018/JC

Firm's Name CWT Engineering, LLC.

shall be paid a total not-to-exceed fee of \_\_\_\_\_ Dollars (\$0.00) payable at the rates set forth in Exhibit B to this Continuing Service Contract and based on the Schedule of Progress Payments listed below. This total-not-to-exceed fee shall include \_\_\_\_\_ Dollars (\$0.00) for Basic Services and an additional \_\_\_\_\_ Dollars (\$0.00) for reimbursable expenses, as set forth in subparagraph B below. At no time shall fees exceed the amount of compensation set forth in this paragraph without a written and executed amendment to this Task Assignment or the Continuing Service Contract.

**B. Schedule of Progress Payments.**

**(Sample Only- The Schedule of Progress Payments is to be negotiated)**

- a. Task 1- Design Development- \$ \_\_\_\_\_
- b. Task 2- Construction Documents- \$ \_\_\_\_\_
- c. Task 3- Permitting and Bidding- \$ \_\_\_\_\_
- d. Task 4- Construction Administration- \$ \_\_\_\_\_
- e. Task 5- Project Closeout- \$ \_\_\_\_\_
- f. Reimbursable Expenses- \$ \_\_\_\_\_

**C. Reimbursable Expenses.** Reimbursable Expenses are in addition to compensation for Basic Services and Additional Services, if any, and include expenses incurred by the Consultant and the Consultant's employees. The reimbursable dollar amount is a not-to-exceed lump sum dollar allowance to cover printing costs, permitting, investigations, other costs associated with administering the Continuing Service Project, and for any additional the Owner requested design modifications not covered in the Scope of Services set forth in Exhibit A. To the extent that travel expenses constitute a Reimbursable Expense under the Contract, all expenses related to travel, including, without limitation, train tickets, mileage, and airfare, shall be subject to all laws, policies, and guidelines for the State of Florida, and shall be subject to the eligibility requirements and monetary limitations of this Contract. For the purpose of this Contract, the Consultant, including, without limitation, its subconsultants, separate consultants, subcontractors, agents, employees or representatives shall be deemed to be limited to the same extent as a School Board employee by the affirmations, laws, regulations, and rules that govern eligibility for travel reimbursement and amount of reimbursement.

**V. SCOPE OF SERVICES**

The Consultant's proposal, attached to this Task Assignment as Attachment 1, shall include a detailed Scope of Services specific to this Task Assignment. If the Scope of Services is precisely and correctly detailed in the Consultant's proposal, and the parties will rely on that description, then the description of the Scope of Services to be performed contained in the Consultant's attached proposal shall be deemed to be incorporated in this Task Assignment and made a part of this Contract.

## VI. TASKS

The Consultant's proposal shall include a detailed description of each Task to be completed under this task Assignment. If the Tasks are precisely and correctly detailed in the Consultant's proposal, and the parties will rely on that description, then the Tasks to be performed contained in the Consultant's attached proposal shall be deemed to be incorporated in this Task Assignment and made a part of this Contract.

## VII. CONSULTANT'S PROJECT SCHEDULE

This Task Assignment shall commence upon receipt of a Purchase Order, fully executed Task Assignment, and Notice to Proceed issued by the Owner and shall continue until the Scope of Services is completed in accordance with the Contract Documents and has been accepted by the Owner's Project Representative, and the Owner has approved final payment to the Consultant. The projected date for completion of services, per the Consultant's Project Schedule, is xx /xx/ xxxx. The Consultant shall maintain the Consultant's Project Schedule based on the Schedule Milestones listed in Article 4.2.1 of the Contract, and as agreed-upon by the Consultant and Owner for this Continuing Service Project, which is attached to this Task Assignment as Attachment 1 (Consultant's Proposal). If the Consultant's Project Schedule is altered due to unforeseen delays, then the Consultant shall notify the Owner's Project Representative immediately in writing. Any extension to the Consultant's Project Schedule shall be negotiated, agreed-upon, and confirmed by a duly-executed written amendment to the Task Assignment signed by the Consultant and the Chief Facilities Officer, or higher authority, on behalf of the Owner. Failure to meet the scheduled completion date for the services to be rendered under this Contract may be grounds for termination for default. The inclusion of a projected or scheduled completion date is not intended to be, nor shall be construed as, an expiration date for this Task Assignment, and the Consultant shall be bound by the terms of the Contract and this Task Assignment until satisfactory completion of all required services in accordance with the Contract Documents.

## VIII. WARRANTY

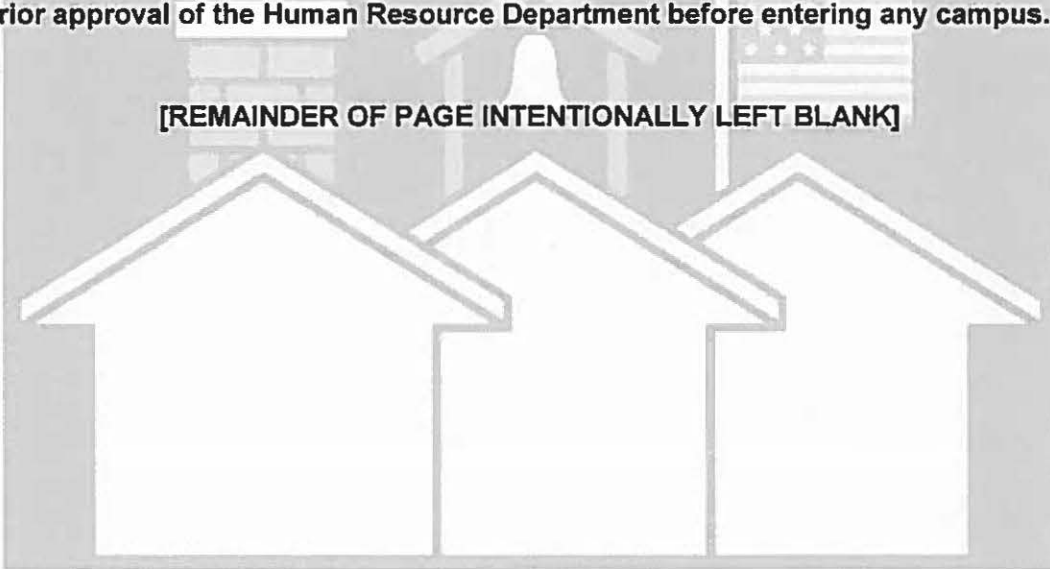
In addition to the representations set forth in Article 7 of the Contract, the Consultant warrants that the services identified in this Task Assignment will be performed with reasonable care in a diligent and competent manner and in accordance with generally-accepted professional standards. By this warranty, the Consultant agrees, and is obligated, to correct any services or deliverables provided that are not in conformance with the Contract Documents. If the Consultant cannot correct the non-conformance, the Consultant will refund to the Owner the amount paid to the Consultant for the portion of the services or deliverables that does not conform to this warranty and the Contract Documents. Pursuant to this warranty, the Owner will give the Consultant written notice within thirty (30) days after the nonconforming services are performed or, if applicable, the nonconforming deliverables are delivered. The notice will specify and detail the non-conformance and will designate a reasonable amount of time for the Consultant to correct the nonconformance, based on its severity and complexity. The Consultant does not warrant, and is not responsible for, any third-party products or services unless such third party is the Consultant's subconsultant, separate consultant, subcontractor, agent or affiliate.

**IX. CONSULTANT'S PROJECT TEAM MEMBERS**

The Consultant shall provide the name, title, and responsibility for each of the Consultant's and subconsultants', separate consultants' or subcontractors' employees proposed to complete the Scope of Services and Tasks identified in this Task Assignment.

All personnel listed in this Task Assignment or on the Consultant's attached proposal (Attachment 1) must be cleared before entering School Board property, pursuant to Sections 1012.465 and 1012.467, Florida Statutes. The Consultant's Project Team Members must cooperate with school personnel to provide suitable Identification to demonstrate the prior approval of the Human Resource Department before entering any campus.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

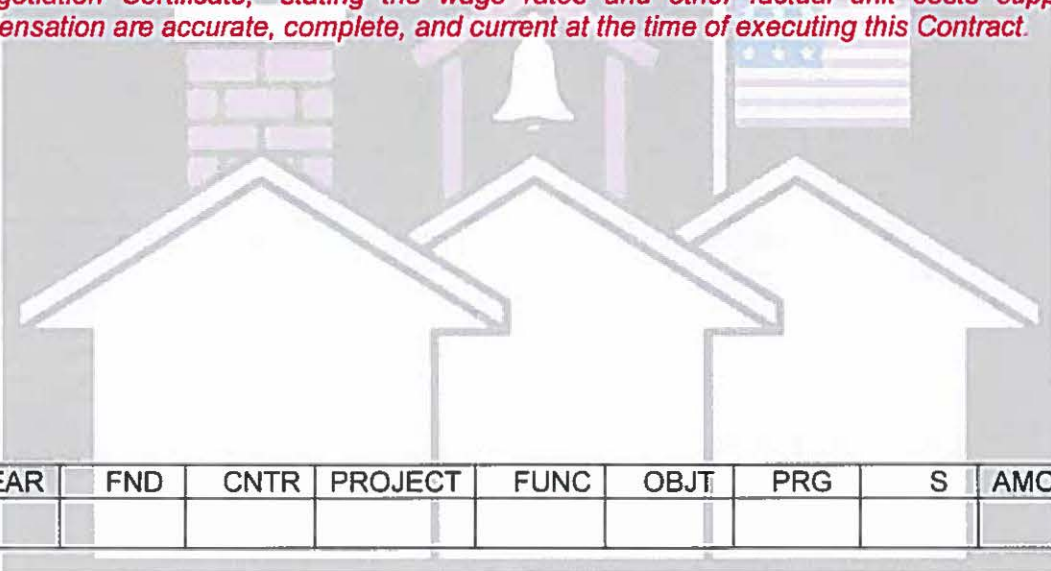




**IN WITNESS WHEREOF**, the above parties have executed this instrument by their undersigned representatives pursuant to the authority of their governing bodies as of the approval date set forth in this Task Assignment.

***(Insert appropriate signature block based on cost of Work to be completed.)***

***As per Article 10.1 of the Contract, if the total fee paid to the Engineer exceeds the threshold amount provided in Section 287.017 for CATEGORY FOUR, the Engineer shall execute a "Truth-in-Negotiation Certificate," stating the wage rates and other factual unit costs supporting compensation are accurate, complete, and current at the time of executing this Contract.***



| YEAR | FND | CNTR | PROJECT | FUNC | OBJT | PRG | S | AMOUNT |
|------|-----|------|---------|------|------|-----|---|--------|
|      |     |      |         |      |      |     |   |        |

Send required insurance certificates to the Purchasing Department.

New Vendors: Send completed Vendor Certification, W-9, and Vendor Information Forms to the Accounts Payable Department.

Consultant Contact Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

**This page intentionally left blank.**

**THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA  
AGREEMENT FORM FOR A CONTINUING SERVICE CONTRACT**

**CIVIL ENGINEERING SERVICES**

**THIS CONTINUING SERVICE CONTRACT** (the "Contract"), made by and between **THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA**, located at 6500 57<sup>th</sup> Street, Vero Beach, FL 32967 (hereinafter referred to as "School Board" or "Owner"), and **Masteller & Moler, Inc.**

(hereinafter referred to as "Consultant"), a corporation with its principal office located at **1655 27<sup>th</sup> Street, Suite #2, Vero Beach, FL 32960**.

**WHEREAS**, the School Board desires to obtain Civil Engineering Services for assigned projects within the School District (hereinafter referred to as "Continuing Service Projects") and issued **RFQ # 03-0-2018/JC** to find qualified professionals to fulfill the need for these services pursuant to Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act ("CCNA"); and

**WHEREAS**, the Term of the Contract is one (1) year after School Board approves the Contract, and School Board may, at its option, at a regular or special Board meeting, renew this Contract at the end of the Term for two additional renewal terms of one (1) year each for a maximum term of three (3) years, subject to, among other things, the availability of funds, unless otherwise terminated pursuant to Article 8; and

**WHEREAS**, School Board retains a Consultant, to perform the services described herein, and other required professional services on an "as needed" basis, as designated, authorized, and assigned by School Board, and School Board agrees to compensate Consultant for such services in accordance with this Contract; and

**WHEREAS**, it is the primary intent of this Contract to ensure that the Consultant is available to provide professional services, in accordance with prior, mutually agreed-upon conditions, and the School Board has complied with all requirements of the CCNA, in the selection of Consultant and in negotiations for this Contract; and

**NOW, THEREFORE**, School Board and Consultant, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

RFQ # **03-0-2018/JC**

Firm's Name **Masteller & Moler, Inc.**

## **ARTICLE 1: GENERAL CONTRACT PROVISIONS**

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

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

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

1.4 Contract Documents.

1.4.1 The Contract Documents shall consist of this Contract; any addenda issued prior to execution of this Contract; any written modifications issued after execution of this Contract, including any amendments to this Contract; the designs, drawings, and specifications; the Request for Qualifications issued by the Owner and the Consultant's written responses thereto; and the following exhibits attached to this Contract:

- Exhibit A – Scope of Services
- Exhibit B – Unit Labor Rates
- Exhibit C – Truth-in-Negotiation Certificate
- Exhibit D – Task Assignment

Exhibits A through D are incorporated into this Contract by reference and shall be binding on the Consultant.

1.4.2 The term "Request for Qualifications Solicitation Document" as used herein refers to the Request for Qualifications ("RFQ") that was advertised by the Purchasing Department and subsequently led to the award of this Contract (**03-0-2018/JC**).

1.4.3 Conflicts in the Contract Documents. In the event of any conflict between the relevant Contract Documents, the documents shall be construed, and all conflicts shall be resolved, according to the following priorities:

RFQ # **03-0-2018/JC**

Firm's Name **Masteller & Moler, Inc.**

|                 |   |
|-----------------|---|
| First Priority  | The Task Assignment (Exhibit D)   |
| Second Priority | Amendments to the designs, drawings, and specifications (later date to take precedence) |
| Third Priority  | The Contract  |
| Fourth Priority | Specifications and drawings   |
| Fifth Priority  | Consultant's responses to the RFQ   |
| Sixth Priority  | The RFQ   |

However, the parties specifically acknowledge that the terms and conditions in the Contract shall not be amended by any Contract Documents, unless otherwise agreed upon and expressly stated by the parties in writing in a duly-executed amendment to the Contract.

## **ARTICLE 2: CONSULTANT'S RESPONSIBILITIES AND SCOPE OF SERVICES**

2.1 Professional Services. The Consultant agrees to furnish and perform professional services for the Continuing Service Project under the terms of the Contract Documents as follows:

2.1.1 Basic Services. The nature and scope of the Consultant's professional services are specified in Exhibit A – Scope of Services (hereinafter referred to as "Basic Services"). The Consultant agrees to furnish and perform professional services for each Continuing Service Project at a total construction cost to the Owner, which does not exceed the Project Construction Budget as defined in each Task Assignment (Exhibit D). The Consultant shall perform the Basic Services under this Contract to the satisfaction of the Owner's Project Representative.

2.1.2 Additional Services. The Consultant further agrees to furnish and perform professional services not included as Basic Services (hereinafter referred to as "Additional Services"), only if and when such Additional Services are specifically requested and authorized in writing by the Owner's Project Representative. Additional Services may only be performed after the Consultant has received a Purchase Order, fully-executed Task Assignment, or Amendment, and Notice to Proceed for such Additional Services. Consultant's fee for Additional Services will be computed in accordance with the hourly rates described in Exhibit B - Unit Labor Rates. If any Additional Services are provided by the Consultant's sub-consultants, separate consultants, or subcontractors, and such Additional Services consist of services for which the Consultant would be entitled to an additional fee if the Consultant had provided the services itself, then the Owner shall reimburse the Consultant for such actual reasonable amounts paid by Consultant to its sub-consultants, separate consultants, or subcontractors for such Additional Services, and the Consultant shall not be entitled to any additional fee or compensation costs.

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

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

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

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

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

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

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

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

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

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

2.2.3 Subconsultant, Separate Consultant, or Subcontractor Responsibilities. Any agreements entered into between Consultant and a subconsultant, separate consultant, or subcontractor for services to be completed on Continuing Service Projects shall incorporate the terms of this Contract. To the extent the services are to be performed by the subconsultant,

separate consultant, or subcontractor, that third party shall be bound by all provisions in this Contract, and shall assume toward the Consultant all of the obligations which the Consultant by this Contract assumes toward the Owner. The Consultant acknowledges that nothing herein shall in any way relieve the Consultant from any of its duties under this Contract.

2.2.4 Owner Consultants. The Consultant shall cooperate at all times with the Owner and shall cooperate and coordinate with any separate consultant or agent hired by the Owner. The Consultant shall incorporate the work product of any Owner-retained consultant in a manner which is appropriate or necessary to facilitate the design and construction of Continuing Service Projects within the project's budget and schedule. In the event the Owner so elects, and upon written mutual consent as evidenced by a Task Assignment to this Contract, the Consultant shall accept any assignment of any agreement or contract the Owner may have with any Owner-retained consultant.

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

### **ARTICLE 3: PROPOSAL REQUIREMENTS, FEES, AND PAYMENT**

3.1 Proposal Requirements. Based upon Unit Labor Rates (Exhibit B, Page 28) for a specific Continuing Service Project, the Consultant will provide the Owner's Project Representative with a detailed written proposal, which shall include a total not-to-exceed cost for services with a detailed breakdown of material and labor required to complete the Scope of Services identified in– the Task Assignment (Exhibit D, Page 30). For purposes of this Contract, a Task is identified as a specific service or phase of work to be performed by the Consultant and its subconsultants, separate consultants, or subcontractors, which summarizes the scope of work to be completed and includes the detailed cost to complete.

3.1.1 The Consultant's proposal shall include a list of Tasks that accurately identifies and details the Scope of Services to be performed. All labor, material and equipment costs for each Continuing Service Project shall be broken down by Task, and shall be complete and detailed, and shall include and identify, without limitation, the number of hours of work by title and responsibility of each employee or professional performing each service, while adhering to the Unit Labor Rates (Exhibit B). The title and responsibility of the Consultant's employees must accurately reflect the type of service to be performed.

3.1.2 Schedule. The Consultant shall include in its proposal a comprehensive schedule for the successful and timely completion of its services, as well as those services provided by the Consultant's subconsultants, separate consultants, or subcontractors, for each Continuing Service Project (the "Consultant's Project Schedule"). The Consultant's Project Schedule will be agreed upon by the Owner and Consultant on a project-by-project basis and will be included in the Task Assignment (Exhibit D) for each Continuing Service Project. Once submitted and agreed upon by the Owner's Project Representative and the Consultant, the Consultant and its

subconsultants, separate consultants, and subcontractors will be bound by the Consultant's Project Schedule and will not deviate from it without prior written authorization from the Owner's Project Representative. Whether or not deviations from the Consultant's Project Schedule have been authorized by the Owner's Project Representative, the Consultant shall update the Consultant's Project Schedule as necessary to reflect Owner-approved changes or unavoidable deviations, and to indicate the probable impact of those deviations on the performance of the Consultant's services and the Continuing Service Project. However, nothing in this subparagraph is intended to be, nor shall be construed as, a waiver of the Owner's right to obtain full compliance by the Consultant with approved schedules.

3.2 Subconsultants, separate consultants, or subcontractors. The hourly rate(s) for other professional services required by the use of subconsultants, separate consultants, or subcontractors will be negotiated at the time a proposal for such services is required and submitted to the Owner's Project Representative for approval. Subconsultants, separate consultants, and subcontractors are required to provide the same level of detail in their proposals as described in paragraph 3.1 of this Contract.

3.3 Contract Sum. The Owner agrees to pay to the Consultant for Basic Services at a not-to-exceed fixed fee (the "Contract Sum"), as set forth in the Task Assignment (Exhibit D) and approved by the Owner. The Task Assignment shall set forth the appropriate fee structure for

each completed Task. The fee structure and hourly rates may be revised only by written amendment to this Contract, duly-executed by both parties.

3.4 Reimbursable Expenses. The Owner shall pay the Consultant for certain reimbursable expenses (the "Reimbursable Expenses") as set forth in the Task Assignment (Exhibit D). Each request for reimbursement shall be accompanied by detailed, credible, and legible documentation indicating the project-related nature of the expense and the actual costs incurred.

3.5 Payment for Services Performed. For each Continuing Service Project, the Consultant shall be paid upon successful completion of each Task identified under the Schedule of Progress Payments in the Task Assignment (Exhibit D) and Purchase Order or, for Tasks that will take longer than one month to complete, by monthly payments based on the percentage of services completed for each Task at the time the Payment Application is submitted to the Owner's Project Representative.

3.5.1 Payment Applications must match the detailed description provided on the original proposal, the Purchase Order, and the Task Assignment (Exhibit D); shall be in a format approved by the Owner's Project Representative (Facilities Division Payment Requisition Form); and shall reflect in detail the services completed.

3.5.2 Payment Applications shall be invoiced either upon successful completion of each Task or, for Tasks that will take longer than one month to complete, monthly based on the percentage of services completed at the time the Payment Application is submitted to the Owner's Project Representative. To the extent that there is any disagreement between the Consultant and the Owner's Project Representative with respect to the percentage of services completed for any given Task represented on the Consultant's monthly Payment Application, then the Owner's



Project Representative and the Consultant will negotiate and agree upon the percentage of services completed without delaying the Consultant's work on the Continuing Service Project.

3.5.3 The Consultant expressly waives any right to payment for any Additional Services (as defined in paragraph 2.1.2 above) performed if the Consultant has not received prior written authorization for such services by the Owner's Project Representative, which would have resulted in the Consultant receiving a Purchase Order, a fully executed Task Assignment or Amendment and Notice to Proceed.

3.5.4 Final payment to the Consultant shall not be made by the Owner until the Original Work Product (as defined in paragraph 5.1.3 below) has been received and accepted by the Owner's Project Representative.

3.5.5 Payment will not be due from the Owner for any work that is performed without specific written authorization signed and approved by the Owner in the manner provided by this Contract, or other applicable rules, regulations, or law. The Owner shall not be responsible to pay for any services that are performed pursuant to the direction of a representative or employee of the School District of Indian River County if the amount charged exceeds the authority granted to that District employee or agent pursuant to the rules and procedures of the School Board of Indian River County, or Florida law.

3.5.6 The Unit Labor Rates (Exhibit B) may be revised only by written amendment to this Contract, agreed to and executed by both parties to this Contract.

**ARTICLE 4: PROJECT CONSTRUCTION BUDGET, CONSULTANT'S PROJECT SCHEDULE AND PROJECT MANAGEMENT**

4.1 Project Construction Budget. The Consultant acknowledges that the Owner has provided a Project Construction Budget, identified for each Continuing Service Project in the Task Assignment (Exhibit D). The Project Construction Budget is defined as the total budget identified for the construction of the Project. As identified in the Task Assignment (Exhibit D), the total Project Construction Budget consists of site development, building shells and interiors, site improvements, and any equipment that is included in the construction of the Project. The Consultant's work product, including without limitation, any designs, plans, and drawings, shall be designed to be constructed within the Project Construction Budget.

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

4.1.2 Cost Consultant. Although the Consultant is responsible for developing a design that meets the Project Construction Budget, the Owner may hire a Cost Consultant to verify costs on the Project. The Consultant shall cooperate with the Owner's Cost

Consultant by providing all necessary information for the preparation and updating of all estimates of construction costs throughout all phases of the Project.

4.2 Schedule. The Consultant shall commence Basic Services after both parties have executed this Contract and the Consultant has received a Purchase Order, fully-executed Task Assignment (Exhibit D), and Notice to Proceed issued by the Owner. The Consultant shall complete its services in accordance with the Consultant's Project Schedule, set forth in, and incorporated into this Contract by, Task Assignment (Exhibit D).

4.2.1 The parties agree that time is of the essence for each Task Assignment. The following is a sample of Schedule Milestones that will be negotiated and must be included with the Consultant's Proposal for each Continuing Service Project:

- a. First Design Meeting with Facilities Division Staff.
- b. 60% drawings and specifications submitted to Code Compliance for Plan Review.
- c. 100% drawings and specifications submitted to Code Compliance for Plan Review.
- d. Conformed Documents Complete.
- e. Construction Start
- f. Substantial Completion
- g. Final Completion
- h. 11 Month Warranty Walkthrough

4.2.2 Any changes to the Consultant's Project Schedule shall be agreed upon by the Consultant and the Owner's Project Representative and confirmed by a duly-executed written amendment to the Task Assignment.

4.2.3 The schedule for Additional Services, if any, shall be established by the Owner's Project Representative and included in a fully-executed amendment to this Contract.

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

## **ARTICLE 5: DOCUMENTS**

5.1 Ownership of Documents. All plans, drawings, specifications, sketches, models, designs, artwork, programs, software, reports, photographs, or other tangible work product produced, originally-developed, or submitted to the Owner's Project Representative by Consultant pursuant to this Contract (hereinafter referred to as the "Original Work Product") are and shall remain the sole property of the Owner. Original Work Product shall include, but not be limited to, all computer-generated electronic documents (Computer-Aided Design Documents (CADD) and specifications).

5.1.1 Owner's Rights. The Owner shall have the right to use any and all Original Work Product. Consultant shall maintain a set of reproducible record prints of the Original Work Product. If subsequent usage by the Owner shall require further evidence of sealing requirements, Consultant shall make appropriate arrangements with the Owner for this purpose. The Owner shall have an irrevocable license or right to use, reproduce or make derivative works from these documents for any renovations, maintenance or remodeling of the Project. The Owner shall also have an irrevocable right to use and reproduce the image of the Project designed by the Consultant and to reproduce documents and data within the documents.

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

5.1.3 Delivery of Original Work Product. After final completion of each Continuing Service Project, the Consultant shall retrieve from the Contractor the as-built documents, created from field data collected during the course of the Continuing Service Project. The Consultant shall review the as-built documents for accuracy and then incorporate the original drawings, site changes and information taken from the as-built drawings into Record Drawings. The Consultant shall deliver the Original Work Product to the Owner's Project Representative upon Final Completion of the Continuing Service Project, unless, in the Owner's Project Representative's sole discretion, it is necessary for Consultant to retain possession of the Original Work Product for a longer period of time. CADD Record Drawings shall match the final printed as-built files to include all markups, notes, and revisions. Upon early termination of the Consultant's services, the Consultant shall deliver all Original Work Product to the Owner's Project Representative, complete or incomplete, within ten (10) calendar days of the effective date of the early termination.

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

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

5.2 Documents and Copies. For each Continuing Service Project, the Consultant shall provide the Owner's Project Representative with copies of all reports and other documents (except correspondence) prepared by the Consultant under this Contract. The copies shall be furnished as requested by the Owner's Project Representative, and as they are prepared and completed by the Consultant. The Consultant shall promptly furnish the copies to the Owner's Project Representative, along with a detailed invoice showing the Consultant's copy expenses, and the Owner shall pay the reasonable and agreed-upon cost for the reproduction.

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

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

(all foregoing hereinafter referred to as "records") to the extent necessary to permit evaluation and verification of: a) the Consultant's compliance with Contract requirements, b) compliance with the Owner's business ethics policies, and c) compliance with provisions for pricing amendments to this Contract and invoices or claims submitted by the Consultant or his payees.

5.3.2 The Consultant shall make it a condition of all subcontracts related to the rendering of professional services under this Contract that any and all subconsultants, separate consultants, and subcontractors will keep accurate records of costs incurred and items billed in connection with their work, and that such records shall be open to audit by the Owner or its authorized representatives during performance of such services and until five (5) years after its completion, in accordance with this Article 5.3 and all related subparagraphs. If the Consultant receives notification of a dispute or the commencement of litigation regarding any services performed for Continuing Service Projects under this Contract within this five-year period, then the Consultant shall notify any and all subconsultants, separate consultants, and subcontractors to continue to maintain all project records in accordance with this Article, and all related subparagraphs, until final resolution of the dispute or litigation or until the expiration of the five-year period, whichever is later

5.3.3 Upon seven (7) calendar days' written notice, from the date of this Contract to the last date described in this Article, the Consultant shall provide to the Owner or its authorized representative(s) all records covered in paragraph 5.3.1 above that are requested by the Owner. If the provided records require further review or support, the Owner and its authorized representative(s) shall be entitled to inspect, examine, review and copy the Consultant's records at the Owner's reasonable expense, with adequate workspace at the Consultant's facilities. Such rights to inspect, examine, review and copy shall extend to the records and documentation of subconsultants, separate consultants, and subcontractors. Failure by the Consultant to supply substantiating records shall be reason to exclude or recover the related costs from amounts which might otherwise be payable by the Owner to the Consultant pursuant to this Contract.

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

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

**ARTICLE 6: INSURANCE REQUIREMENTS**

6.1 Pursuant to Board Policy 8710.01, firms providing "professional services," as defined in the Consultants' Competitive Negotiations Act, that are selected by the School Board to complete construction projects or conduct planning activities that exceed the thresholds stated in F.S. 287.055(3)(a)(1) and 287.017 shall carry and maintain the required insurance during the period they are performing such services and thereafter as stipulated below:

A. Professional Liability Insurance

1. Coverage shall be in limits not less than \$1,000,000.00 per occurrence or an annual aggregate limit of \$3,000,000.00 covering negligent errors, omissions, or acts, with a per occurrence deductible not to exceed \$5,000.00 or five percent (5%) of the estimated professional fee or as approved by the Superintendent. Such coverage shall be maintained for a period of three (3) years after the date of final payment to the architect or engineer. If such insurance is based upon a "claims made" policy, prior to the services being performed, the architect or engineer shall provide to the Board satisfactory proof that extended reporting period coverage is available if the architect or engineer should cancel such coverage within three (3) years after the date of final payment to the architect or engineer. For specific projects, when recommended by the Superintendent, the Board may require higher limits.
2. When in the District's best interest and upon the recommendation of the Superintendent, the architect or engineer may obtain and carry non-cancelable project-specific professional liability insurance during the design and construction of the project and for a three (3) year discovery period thereafter. This insurance shall also provide for the owner's defense, if named with the architect or engineer in any claim covered under the policy.

- B. Commercial General Liability Insurance (including Blanket Contractual Liability and Completed Operations, Explosion, Collapse, and Underground Hazards) in limits of not less than \$1,000,000.00 per occurrence and a \$3,000,000.00 aggregate, with no deductible, covering personal injury, bodily injury, and property damage. The Products and Completed Operations portions of the general liability shall extend for a period of two (2) years after the final acceptance of the project by the District. The policies shall name the District, its Board members, and staff as additional insureds as their interests may appear under this agreement and the insurers shall agree to waive all rights of subrogation against the District and each individual member of the Board and staff. Additional Insured Endorsement CG2026 shall be endorsed naming the Board.

- C. Comprehensive Automobile Liability Insurance (including hired and owned vehicles, if any) in limits of not less than \$1,000,000.00 per occurrence, covering personal injury, bodily injury, and property damage.
- D. Worker's Compensation Insurance in compliance with F.S. Chapter 440 with employer's liability coverage of not less than \$1,000,000.00 per occurrence.
- E. Valuable papers and records insurance in an amount of not less than \$50,000.00 per occurrence, with no deductible, to assure the substantial restoration of any plans, drawings, or other similar data related to the architect's or engineer's services which are in the area, custody, or control of the architect or engineer.
- F. A Letter of Insurability or Certificate of Insurance evidencing that all of the above insurance is in force shall be furnished to the Board before any services are performed, at all renewal times, and shall require written notification to the Board at least thirty (30) days prior to any cancellation, termination, non-renewal, or modification. All insurance shall be with insurers authorized to do business in Florida and shall be rated at least AV by Best's Key Rating Guide. If the architect or engineer fails to provide or otherwise maintain the required insurance, the Board may purchase the insurance and hold the architect or engineer responsible for the cost thereof.
- G. The Superintendent may recommend that the Board enter an agreement with lower limits of coverage when the standard coverage required by this policy may be commercially unavailable for a particular undertaking, or when the amount of the professional fee may not justify the extent of coverage otherwise required by this policy. In such cases, the Superintendent or designee will recommend that the specifications and requirements for the project shall include the modified levels of insurance coverage and limits of liability for the specific project that will waive the standard insurance limits specified in this policy.

## **ARTICLE 7: CONSULTANT'S REPRESENTATIONS**

7.1 Representations. The Consultant hereby represents to the Owner that:

7.1.1 It has the experience and skill to perform the services required to be performed by this Contract. It shall provide and employ, in connection with the performance of such services, personnel qualified and experienced in their profession; it being understood that the Owner's Project Representative may at any time require the Consultant to remove, and the Consultant and shall immediately remove, any person employed in connection with the performance of services under this Contract who in the opinion of the Owner's Project Representative or the Owner is unfit for the proper performance of his/her duties.

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

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

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

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

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

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

7.1.8 The Consultant's services will meet the highest professional standards in preparation of all Construction Documents.

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



the Construction documents or defects in construction of the Continuing Service Project. The Owner will be a third party beneficiary of any subconsultant or subcontractor contract, and all third party contracts will require the same professional error and omissions insurance, and commercial general liability insurance required of the Consultant.

7.3 Indemnity and Hold Harmless. The Consultant shall hold harmless and indemnify the Owner, its agents, and employees from and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses, or expenses of any nature whatsoever arising directly or indirectly from or out of any negligent act or omission of the Consultant, its subconsultants, separate consultants, or subcontractors and their officers, directors, agents, or employees, any failure of the Consultant to perform its services under this Contract in accordance with generally-accepted professional standards, any breach by the Consultant of its obligations and duties to perform under this Contract, any breach of the Consultant's representations made in this Contract, and the failure of performance of any product or service furnished by the Consultant under this Contract. This hold harmless and indemnification provision shall include a duty to defend the Owner and to pay all reasonable attorneys' fees and expenses, including administrative and on appeal, incurred by the Owner in the defense of any matter covered by this provision. This hold harmless and indemnity is made notwithstanding the Owner's ownership of, and rights to, the Original Work Product. The provisions of this paragraph shall survive the termination or expiration of this Contract. The parties acknowledge that the Contract Sum includes \$100.00 to be paid by the Owner to the Consultant as part of the Owner's first payment to the Consultant as consideration for this indemnification. This indemnity shall not be deemed to include matters which may be caused or result from an act or omission of the Owner. Nothing in this Contract shall be interpreted or construed as an agreement on the part of the Owner to indemnify or hold harmless any party, including, but not limited to, the Consultant, its employees, agents, representatives, the Architect, Construction Manager, subconsultants, subcontractors, trade contractors, or all other lower tier contractors (sub-subcontractors). Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. Nothing in this Contract is intended to be, nor shall be construed as, an extension of liability beyond the statutory limitations of liability set forth in Section 768.28, Florida Statutes.

7.4 Prohibition against Contingent Fees. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that the Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm other than bona fide employees working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the Owner shall have the right to terminate this Contract without liability and, at its discretion, deduct from the Contract Sum, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

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

## **ARTICLE 8: TERMINATION, SUSPENSION, AND ABANDONMENT**

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

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

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

8.1.3 If the Continuing Service Project is suspended or terminated without cause, the Owner shall pay to the Consultant only that portion of the Contract Sum which has become due and payable to the Consultant under the Contract. In the event that the Contract is suspended or terminated before the Consultant has completed all services under an identified Task, then the Owner shall pay to the Consultant a negotiated fee taking into consideration the percentage of services completed under that Task, with the understanding that no payment made to the Consultant shall exceed the total fee that would have become due and payable to the Consultant had the Task been completed prior to suspension or termination of the Contract.

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

8.2 Abandonment or Suspension. If the Owner suspends or abandons the Continuing Service Project, the Owner shall pay all fees and Reimbursable Expenses which have become due and payable to the Consultant pursuant to the related Task Assignment (Exhibit D). The Consultant shall not be entitled to lost profits for uncompleted work. Payment shall be made for that portion of the work that the Consultant completed prior to the abandonment or suspension, and the Owner

shall have no further obligation to the Consultant for the payment of any other fees, unless and until the Continuing Service Project is resumed by the Owner.

8.3 Resumption. If the Owner chooses to resume the Continuing Service Project, the Consultant, at the option of the Owner, shall complete its services under the Task Assignment (Exhibit D), and it shall be entitled to payment of any remaining unpaid fees in accordance with the terms of this Contract to be payable at the times and in the manner specified in this Contract. In no event will any fee or part thereof become due or payable to the Consultant unless and until the Consultant has attained and completed that stage of work where the same would be due and payable under the terms of this Contract. When the Consultant receives a notice from the Owner that the suspension has been canceled, the Consultant shall perform all services remaining under the related Task Assignment and, by amendment to the Task Assignment, it shall be entitled to an extension of time equal to the period of the suspension. If the Continuing Service Project is resumed within 365 days of the date it was abandoned or suspended, the fees payable to the Consultant shall be equal to the amounts due under the Task Assignment not previously paid by the Owner to the Consultant and shall be based on the amounts provided in Unit Labor Rates (Exhibit B). If the Continuing Service Project is resumed more than 365 days after the date of its abandonment or suspension, then, upon the Consultant's written request, the Task Assignment may be amended to reflect any escalation in the cost of equipment, material or labor. Any adjustments to the Contract Sum based on equipment, material, or labor escalations will be negotiated between the Consultant and the Owner's Project Representative, and will be submitted to the Owner for approval of the amendment to the Task Assignment.

## **ARTICLE 9: SPECIAL PROVISIONS**

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

9.1.1 The Consultant shall execute and furnish to the Owner's Project Representative a "Truth-in-Negotiation Certificate," stating the wage rates and other factual unit costs supporting compensation are accurate, complete, and current at the time of executing this Contract and any amendment to this Contract. The original price and any additions thereto shall be adjusted to exclude any significant sums by which the District determines the Contract amount was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs, and that such original Contract adjustments shall be made within one year following the end of the Contract and any amendment to this Contract.

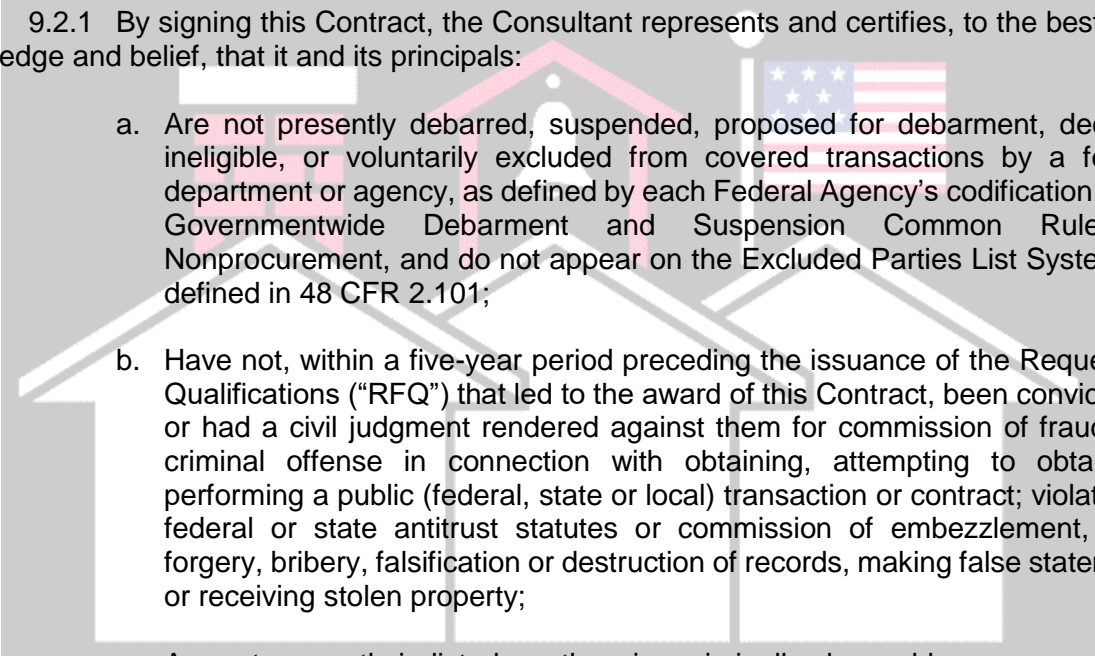
9.1.2 The "Truth-in-Negotiation Certificate" is Exhibit C, Page 29.

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

9.2 Public Entity Crime Information Statement and Debarment. Section 287.133(2)(a) of the Florida Statutes states: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a

contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or the consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

9.2.1 By signing this Contract, the Consultant represents and certifies, to the best of its knowledge and belief, that it and its principals:

- 
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency, as defined by each Federal Agency’s codification of the Governmentwide Debarment and Suspension Common Rule for Nonprocurement, and do not appear on the Excluded Parties List System, as defined in 48 CFR 2.101;
  - b. Have not, within a five-year period preceding the issuance of the Request for Qualifications (“RFQ”) that led to the award of this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - c. Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b);
  - d. Have not, within a five-year period preceding the issuance of the RFQ that led to the award of this Contract, had one or more public transactions (federal, state or local) terminated for cause or default; and
  - e. Are not presently, nor have been within the last three (3) years, listed on the convicted vendor list.

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

9.3 Background Check. The Consultant agrees to comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct

contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the Owner. This background screening will be conducted by the Owner in advance of the Consultant or its personnel providing any services under the conditions described in the previous sentence. The Consultant shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Consultant and its personnel. The parties agree that the failure of the Consultant to perform any of the duties described in this section shall constitute a material breach of this Contract entitling the Owner to terminate immediately with no further responsibilities or duties to perform under this Contract. The Consultant agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from the Consultant's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. The Consultant shall require each of the Consultant's subconsultants, separate consultants, and subcontractors on the Continuing Service Projects to agree, in writing, to the provisions of this paragraph.

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

9.5 Compliance with Federal Grant Requirements. If made applicable by the use of Federal Grant Funds in the Continuing Service Project or any other requirement as set out below, the Consultant and its subconsultants, separate consultants, and subcontractors shall comply with all applicable Federal rules, regulations and orders, including but not limited to:

- a. Executive Order 11246 of September 24, 1965, entitle "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees.)
- b. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented in Department of Labor regulations (29 CFR part 3).
- c. Davis-Bacon Act (40 U.S.C. 3141 et seq.), as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation.)

- d. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers.)
- e. All applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.)
- f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

9.6 Public Records Act/Chapter 119 Requirements. The Consultant agrees to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided, by doing the following:

- a. The Consultant and its subconsultants, separate consultants, or subcontractors shall keep and maintain public records that ordinarily and necessarily would be required by the School Board in order to perform the service;
- b. The Consultant and its subconsultants, separate consultants, or subcontractors shall provide the public with access to such public records on the same terms and conditions that the School Board would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. The Consultant and its subconsultants, separate consultants, or subcontractors shall ensure that public records that are exempt or that are confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law; and
- d. The Consultant and its subconsultants, separate consultants, or subcontractors shall meet all requirements for retaining public records and transfer to the School Board, at no cost, all public records in possession of the Consultant and its subconsultants, separate consultants, or subcontractors upon termination of the Contract and shall destroy any duplicate public records that are exempt or that are confidential and exempt from the public records disclosure requirements. All records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board.

The parties agree that if the Engineer and its subconsultants, separate consultants, or subcontractors fail to comply with the above requirement shall result in the immediate termination of this Contract without penalty to the School Board. Further, the Engineer shall fully indemnify and hold harmless the School Board, its officers, agents and employees from any liability and/or

damages, including attorney's fees through any appeals, resulting from Engineer's failure to comply with these requirements.

## **ARTICLE 10: MISCELLANEOUS PROVISIONS**

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

10.2 Gender. Unless the context clearly indicates to the contrary, pronouns having a neuter, masculine, or feminine gender shall be deemed to include the others.

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

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

10.5 Captions. The captions used for sections in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or the intent of this Contract or any Article or Section thereof.

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

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

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

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

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

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

10.12 Waiver. No consent or waiver, express or implied, by either party to this Contract to or of any breach or default by another in the performance of any obligations shall be deemed or construed to be consent or waiver to or of any other breach or default by that party. Except as otherwise provided in this Contract, failure on the part of any party to complain of any act or failure to act by another party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of the rights of that party.

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

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

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

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

10.17 Owner Transfer of Interest. If the Owner conveys its interest in the Continuing Service Projects to a third party, any rights which the Owner may have against the Consultant arising from or in connection with this Contract shall automatically transfer to such third party without the necessity of a written document or consent from the Consultant.



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

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

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

10.21 No Waiver of Sovereign Immunity. Nothing in this Contract is intended to serve, nor should be construed, as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. Nothing in this Agreement is intended to be, nor shall be construed as, an extension of liability beyond the statutory limitations of liability set forth in Section 768.28, Florida Statutes.

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

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

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

10.25 Force Majeure. With regard to performance under this Contract, a party shall not be deemed to be in default of this Contract, or have failed to comply with any term or conditions of this Contract, if, for reasons beyond the parties reasonable control, including, without limitation acts of God, natural disaster, labor unrest, war, declared or undeclared, the existence of injunctions or requirements for obtaining licenses, easements, permits or other compliance with applicable laws, rules and regulations, such performance is not reasonably possible within such

time periods. In the event that any such reasons or conditions occur making performance not reasonably possible within the time periods set forth in this Contract, then the time for such performance shall be extended until removal of such reasons beyond the parties reasonable control, provided that the party commences such performance as soon as reasonably possible thereafter and diligently pursues such performance.

10.26 Evaluations. The Consultant will be evaluated by the Owner's Project Representative during the Contract Term at intervals established by the Chief Facilities Officer and at the end of each assigned Continuing Service Project. The evaluation results may be considered in measuring the Consultant's past performance and may be included in the review process for future solicitations for the consultant services. A copy of the evaluation(s) will be provided to the Consultant upon request.

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

Owner: School Board of Indian River County, FL  
Attn: Superintendent, Mark J. Rendell, Ed.D  
6500 57<sup>th</sup> Street  
Vero Beach, FL 32967

|             |              |   |
|-------------|--------------|---|
| Consultant: | Firm Name    | <u><b>Masteller &amp; Moler, Inc.</b></u>                                 |
|             | Contact Name | <u><b>Mr. Stephen E. Moler, P.E.</b></u>                                  |
|             | Address      | <u><b>1655 27<sup>th</sup> Street, Suite #2, Vero Beach, FL 32960</b></u> |
|             | Telephone:   | <u><b>772-567-5300</b></u>  |
|             | Fax:         | <u><b>772-794-1106</b></u>  |

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.


RFQ # **03-0-2018/JC**

Firm's Name **Masteller & Moler, Inc.**

IN WITNESS WHEREOF, the above parties have executed this instrument by their undersigned representatives pursuant to the authority of their governing bodies as of the approval date set forth in this Contract.

**Masteller & Moler, Inc.**

Name of Firm



Signature

**Stephen E. Moler, PE**

Printed Name

Date

**1655 27<sup>th</sup> Street, Suite # 2**

Address

**Vero Beach, FL 32960**

**772-567-5300**

Telephone Number

**772-794-1106**

Fax Number

[mastmolr@bellsouth.net](mailto:mastmolr@bellsouth.net)

Email Address

**592745954**

FEIN Business

SS# Individual

**The School Board of Indian River County FL**



Signature of Chairman

**Mr. Shawn Frost**

Typed/Printed Name of Chairman

**2/27/2018**

Date

**6500 57<sup>th</sup> Street**

**Vero Beach, FL 32967**

RFQ # **03-0-2018/JC**

Firm's Name **Masteller & Moler, Inc.**

**THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA**  
**CONTINUING SERVICE CONTRACT FOR CIVIL ENGINEERING SERVICES**

**EXHIBIT A**

**DESCRIPTION OF SERVICES**

The Consultant shall provide the School Board of Indian River County with Civil Engineering Services for Projects Valued Less than \$2,000,000.00 and for Studies when Professional Service Fees do not exceed \$200,000.00. Anticipated services may include, but not be limited to the following:

**The scope of work will be identified on a project basis and will vary depending on project needs. The scope may involve all phases of project development and may include and not be limited to the following:**

**1. Preliminary Services**

- a. Confirm School District's goals and objectives through meetings/workshops.
- b. Conduct field survey to evaluate non-concealed conditions and concealed conditions to fullest extent possible without performing destructive activities.
- c. Prepare site plans in latest version of AutoCAD, preliminary layouts, estimates of probable costs and alternatives as requested.
- d. Support School Board in obtaining geotechnical services and survey services necessary for the required scope of work. In some cases survey may be provided by the School Board.
- e. Review existing plans and/or As-Built Documents archived by School Board.
- f. Review maintenance logs and interview appropriate School Board staff.
- g. Prepare engineering and/or architectural details and calculations.
- h. Present alternatives and provide recommendations and analyses of the advantages and/or disadvantages of each.
- i. Deliverables as identified by individual task orders.

**2. Schematic Design through Construction Documents**

- a. Prepare engineering/architectural designs, calculations, plans, specifications, cost estimate and contract bidding documents in compliance with the most recent edition of the School Board Design Criteria.
- b. Prepare Specifications and general provisions in Microsoft Word fully coordinated with the School District Design Criteria, Owner/Contractor Contract and related Bid/Front End Documents to be utilized bidding and construction.
- c. Undertake coordination with local ordinances municipal agreements/requirements, and authorities having jurisdiction over project.
- d. Further develop field survey documentation to evaluate non-concealed conditions and concealed conditions to fullest extent possible without performing destructive activities.
- e. The School Board shall typically review the work product and Construction Documents at the preliminary stage, sixty percent (60%); ninety percent (90%) and final stage, or as specified by specific task order or as is deemed necessary by the School Board.
- f. All project calculations, supporting/reference information, correspondence, photos, Microsoft Office files, etc. shall be provided to School Board with the final submittal or upon request.
- g. Drawings shall be prepared in standard engineering/architectural scale using the latest version of AutoCAD or as directed by the School Board.
- h. Coordinate phasing delineations and requirements with Construction Manager/Contractor.

RFQ # **03-0-2018/JC**

Firm's Name **Masteller & Moler, Inc.**

- i. Work with Construction Manager/Contractor to develop schematic phase, design development phase and Final Construction Document phase Opinions of Construction Value.
- j. All project AutoCAD files (i.e. drawing, x-refs, blocks, fonts, pen styles, etc.) shall be provided to the School Board on CD, DVD format or via email at the discretion of the School Board.
- k. Deliverables at each phase as identified by individual task orders.

**3. Permits**

- a. Assist the School Board in obtaining necessary approvals and permits as required.
- b. Deliverables as identified by individual task orders.

**4. Bidding Construction Documents**

- a. Assist the School Board in answering bidder's questions, attend pre-bid conferences, job walks, and perform constructability review of own plans and specifications at the discretion of School Board Staff.
- b. Develop addenda to address required changes to bid documents.
- c. Assist Owner/Construction Manager with bid review and recommendation for contract awards.

**5. Construction Administration**

- a. Attend pre-construction meeting and project progress meetings at the discretion of School Board staff.
- b. Assist the School Board and Construction Manager/Contract Administrator with interpretation of plans and specifications, analysis of changed conditions, development of corrective action, review of shop drawings and provide "peer review" of other submittals at the discretion of School Board Staff.
- c. Provide periodic problem solving.
- d. Provide periodic construction observations/inspections.
- e. Review and approve Contractor Application for Payment
- f. Develop substantial completion punch list.
- g. Perform final inspection and punch list completion verification.
- h. Assist owner with obtaining and review all project closeout documentation.
- i. Undertake post-occupancy warranty walk through at time frame identified by owner.

**Project scopes may include activities and tasks relating to new and existing site improvements and modifications for projects entailing new construction, remodeling, renovation, playgrounds, storm water, utilities, bus/vehicle ramps and circulation, life safety, fire access, and maintenance/repair projects.**

**THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA**  
**CONTINUING SERVICE CONTRACT FOR CIVIL ENGINEERING SERVICES**  
**EXHIBIT B**

**UNIT LABOR RATES**

The Consultant shall list all Unit Labor Rates to be referred to when proposing services for each Continuing Service Project assigned by the School Board of Indian River County, Florida. The Unit Labor Rates shall include, but not be limited to, services required to support the Scope of Services identified in Exhibit A and shall correspond with the detailed Tasks set forth in Exhibit D – Task Assignment.

**Fees for Basic Services and, when approved in writing by the Owner’s Project Representative, for Additional Services shall be inclusive of all overhead of the Consultant, and shall be reimbursed at the following hourly rates:**

| <u>Title</u>            | <u>Hourly Rate</u> |
|-------------------------|--------------------|
| <b>(SEE ATTACHMENT)</b> |                    |

*The hourly rate(s) for other professional services, required by the use of subconsultants, separate consultants or subcontractors will be negotiated at the time a proposal for such service is required and submitted for approval. Subconsultants, separate consultants or subcontractors are required to provide the same level of detail in their proposals as described in this Contract.*

## EXHIBIT B "ATTACHMENT"

### RATE SCHEDULE

|   |               |
|---|---------------|
| Engineer I (Registered – Principal)                 | \$ 175.00/hr. |
| Engineer (Registered – Senior Consultant)           | \$ 140.00/hr. |
| Engineer III – EIT                                  | \$ 100.00/hr. |
| Engineer Technician (Senior)                        | \$ 105.00/hr. |
| Engineer Technician                                 | \$ 85.00/hr.  |
| Surveyor I (Registered – Principal)                 | \$ 175.00/hr. |
| Surveyor (Registered – Senior Consultant)           | \$ 160.00/hr. |
| Survey Crew (4 Men)                                 | \$ 143.00/hr. |
| Survey Crew (3 Men)                                 | \$ 130.00/hr. |
| Survey Crew (2 Men)                                 | \$ 120.00/hr. |
| GPS RTK Survey Crew (3 Men)                         | \$ 150.00/hr. |
| GPS RTK Survey Crew (2 Men)                         | \$ 135.00/hr. |
| CADD Technician I                                   | \$ 100.00/hr. |
| CADD Technician II                                  | \$ 90.00/hr.  |
| Secretary/Word Processor                            | \$ 60.00/hr.  |
| Inspector   | \$ 80.00/hr.  |
| Recording and Permit Fees                           | Cost + 10%    |
| Materials   | Cost          |
| Mileage (prevailing rate)                           | \$ 0.545/mile |
| Sub-Consultants                                     | Cost + 10%    |
| Reimbursable Expenses:                              |               |
| Postage, Long Distance Calls, Federal Express, etc. | Cost          |
| Blueprints  | \$ 0.25/S.F.  |
| Mylar   | \$ 1.75/S.F.  |
| Photocopy (8.5" x 11")                              | \$ 0.25/ea.   |
| Photocopy (8.5" x 14")                              | \$ 0.35/ea.   |
| Photocopy (11" x 17")                               | \$ 0.50/ea.   |





**THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA  
CONTINUING SERVICE CONTRACT FOR CIVIL ENGINEERING SERVICES**

**EXHIBIT D**

**TASK ASSIGNMENT**

**I. PURPOSE**

This is a Task Assignment to the **Continuing Service Contract for Civil Engineering Services** dated \_\_\_\_\_, 20\_\_\_\_ between the **School Board of Indian River County, Florida** and \_\_\_\_\_ (Consultant), and is hereby made a part thereof. The purpose of this Task Assignment is to specify the required services of the Consultant to provide Civil Engineering Services when and as authorized by the Owner's Project Representative, when deemed necessary.

**II. PROJECT/LOCATION**

**Project Name** \_\_\_\_\_. Performance of services will be for \_\_\_\_\_ located at \_\_\_\_\_, **Florida** \_\_\_\_\_.

**III. PROJECT CONSTRUCTION BUDGET**

The Project Construction Budget as defined in Article 4.1 of the Contract is \$ \_\_\_\_\_

**IV. METHOD OF COMPENSATION**

The Consultant shall provide to the Owner's Project Representative a written proposal with a total not-to-exceed cost for services, to include a detailed breakdown of material and labor required to complete the Scope of Services detailed in this Task Assignment. All labor and material costs for each Continuing Service Project shall be complete and detailed, and shall include and identify, without limitation, the number of hours of work by title and responsibility of the workers/professionals performing the services, while adhering to the Unit Labor Rates in Exhibit B to this Continuing Service Contract.

**A. Fees.** Compensation for all services, material, supplies, training and any other items or requirements necessary to complete the work shall be governed by the terms and conditions of the Contract Documents. For this Continuing Service Project, the Consultant

RFQ # **03-0-2018/JC**

Firm's Name **Masteller & Moler, Inc.**

shall be paid a total not-to-exceed fee of \_\_\_\_\_ **Dollars (\$0.00)** payable at the rates set forth in Exhibit B to this Continuing Service Contract and based on the Schedule of Progress Payments listed below. This total-not-to-exceed fee shall include \_\_\_\_\_ **Dollars (\$0.00)** for Basic Services and an additional \_\_\_\_\_ **Dollars (\$0.00)** for reimbursable expenses, as set forth in subparagraph B below. At no time shall fees exceed the amount of compensation set forth in this paragraph without a written and executed amendment to this Task Assignment or the Continuing Service Contract.

**B. Schedule of Progress Payments.**

**(Sample Only- The Schedule of Progress Payments is to be negotiated)**

- a. **Task 1-** Design Development- \$ \_\_\_\_\_
- b. **Task 2-** Construction Documents- \$ \_\_\_\_\_
- c. **Task 3-** Permitting and Bidding- \$ \_\_\_\_\_
- d. **Task 4-** Construction Administration- \$ \_\_\_\_\_
- e. **Task 5-** Project Closeout- \$ \_\_\_\_\_
- f. Reimbursable Expenses- \$ \_\_\_\_\_

**C. Reimbursable Expenses.**

Reimbursable Expenses are in addition to compensation for Basic Services and Additional Services, if any, and include expenses incurred by the Consultant and the Consultant's employees. The reimbursable dollar amount is a not-to-exceed lump sum dollar allowance to cover printing costs, permitting, investigations, other costs associated with administering the Continuing Service Project, and for any additional the Owner requested design modifications not covered in the Scope of Services set forth in Exhibit A. To the extent that travel expenses constitute a Reimbursable Expense under the Contract, all expenses related to travel, including, without limitation, train tickets, mileage, and airfare, shall be subject to all laws, policies, and guidelines for the State of Florida, and shall be subject to the eligibility requirements and monetary limitations of this Contract. For the purpose of this Contract, the Consultant, including, without limitation, its subconsultants, separate consultants, subcontractors, agents, employees or representatives shall be deemed to be limited to the same extent as a School Board employee by the affirmations, laws, regulations, and rules that govern eligibility for travel reimbursement and amount of reimbursement.

**V. SCOPE OF SERVICES**

The Consultant's proposal, attached to this Task Assignment as Attachment 1, shall include a detailed Scope of Services specific to this Task Assignment. If the Scope of Services is precisely and correctly detailed in the Consultant's proposal, and the parties will rely on that description, then the description of the Scope of Services to be performed contained in the Consultant's attached proposal shall be deemed to be incorporated in this Task Assignment and made a part of this Contract.

RFQ # **03-0-2018/JC**

Firm's Name **Masteller & Moler, Inc.**

## **VI. TASKS**

The Consultant's proposal shall include a detailed description of each Task to be completed under this task Assignment. If the Tasks are precisely and correctly detailed in the Consultant's proposal, and the parties will rely on that description, then the Tasks to be performed contained in the Consultant's attached proposal shall be deemed to be incorporated in this Task Assignment and made a part of this Contract.

## **VII. CONSULTANT'S PROJECT SCHEDULE**

This Task Assignment shall commence upon receipt of a Purchase Order, fully executed Task Assignment, and Notice to Proceed issued by the Owner and shall continue until the Scope of Services is completed in accordance with the Contract Documents and has been accepted by the Owner's Project Representative, and the Owner has approved final payment to the Consultant. The projected date for completion of services, per the Consultant's Project Schedule, is xx /xx/ xxxx. The Consultant shall maintain the Consultant's Project Schedule based on the Schedule Milestones listed in Article 4.2.1 of the Contract, and as agreed-upon by the Consultant and Owner for this Continuing Service Project, which is attached to this Task Assignment as Attachment 1 (Consultant's Proposal). If the Consultant's Project Schedule is altered due to unforeseen delays, then the Consultant shall notify the Owner's Project Representative immediately in writing. Any extension to the Consultant's Project Schedule shall be negotiated, agreed-upon, and confirmed by a duly-executed written amendment to the Task Assignment signed by the Consultant and the Chief Facilities Officer, or higher authority, on behalf of the Owner. Failure to meet the scheduled completion date for the services to be rendered under this Contract may be grounds for termination for default. The inclusion of a projected or scheduled completion date is not intended to be, nor shall be construed as, an expiration date for this Task Assignment, and the Consultant shall be bound by the terms of the Contract and this Task Assignment until satisfactory completion of all required services in accordance with the Contract Documents.

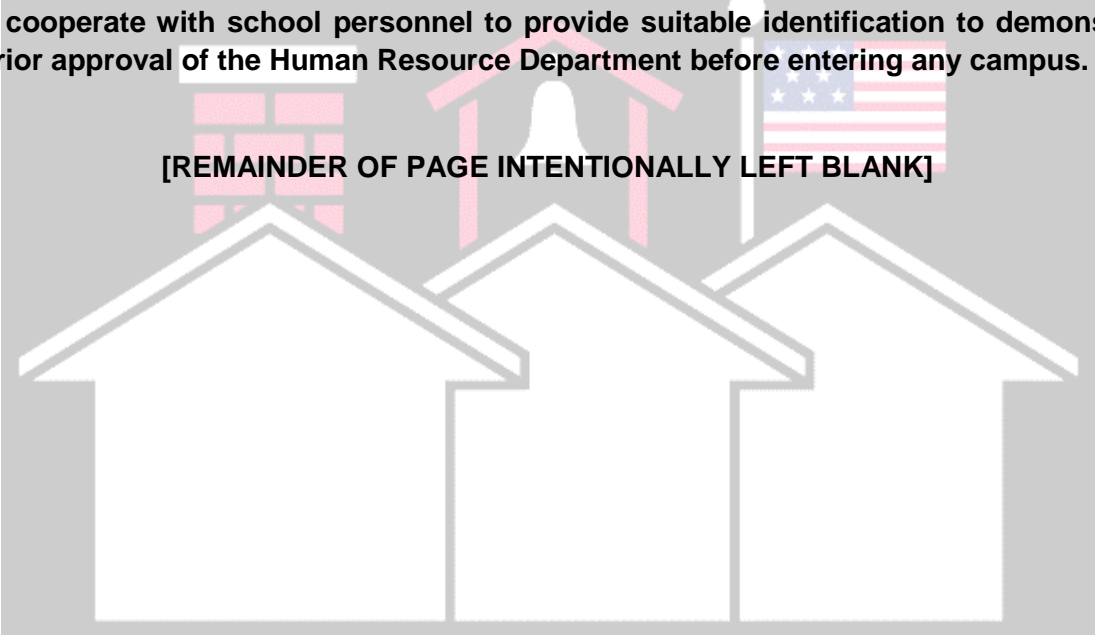
## **VIII. WARRANTY**

In addition to the representations set forth in Article 7 of the Contract, the Consultant warrants that the services identified in this Task Assignment will be performed with reasonable care in a diligent and competent manner and in accordance with generally-accepted professional standards. By this warranty, the Consultant agrees, and is obligated, to correct any services or deliverables provided that are not in conformance with the Contract Documents. If the Consultant cannot correct the non-conformance, the Consultant will refund to the Owner the amount paid to the Consultant for the portion of the services or deliverables that does not conform to this warranty and the Contract Documents. Pursuant to this warranty, the Owner will give the Consultant written notice within thirty (30) days after the nonconforming services are performed or, if applicable, the nonconforming deliverables are delivered. The notice will specify and detail the non-conformance and will designate a reasonable amount of time for the Consultant to correct the nonconformance, based on its severity and complexity. The Consultant does not warrant, and is not responsible for, any third-party products or services unless such third party is the Consultant's subconsultant, separate consultant, subcontractor, agent or affiliate.

**IX. CONSULTANT’S PROJECT TEAM MEMBERS**

The Consultant shall provide the name, title, and responsibility for each of the Consultant’s and subconsultants’, separate consultants’ or subcontractors’ employees proposed to complete the Scope of Services and Tasks identified in this Task Assignment.

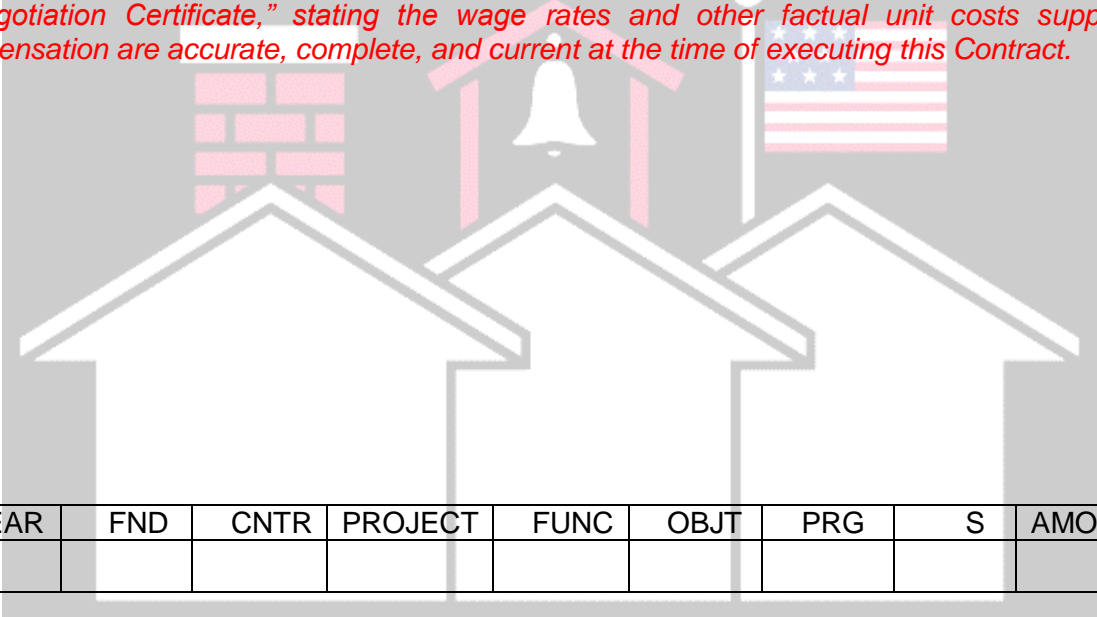
**All personnel listed in this Task Assignment or on the Consultant’s attached proposal (Attachment 1) must be cleared before entering School Board property, pursuant to Sections 1012.465 and 1012.467, Florida Statutes. The Consultant’s Project Team Members must cooperate with school personnel to provide suitable identification to demonstrate the prior approval of the Human Resource Department before entering any campus.**



**IN WITNESS WHEREOF**, the above parties have executed this instrument by their undersigned representatives pursuant to the authority of their governing bodies as of the approval date set forth in this Task Assignment.

***(Insert appropriate signature block based on cost of Work to be completed.)***

*As per Article 10.1 of the Contract, if the total fee paid to the Engineer exceeds the threshold amount provided in Section 287.017 for CATEGORY FOUR, the Engineer shall execute a "Truth-in-Negotiation Certificate," stating the wage rates and other factual unit costs supporting compensation are accurate, complete, and current at the time of executing this Contract.*



| YEAR | FND | CNTR | PROJECT | FUNC | OBJT | PRG | S | AMOUNT |
|------|-----|------|---------|------|------|-----|---|--------|
|      |     |      |         |      |      |     |   |        |

Send required insurance certificates to the Purchasing Department.

New Vendors: Send completed Vendor Certification, W-9, and Vendor Information Forms to the Accounts Payable Department.

Consultant Contact Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

**This page intentionally left blank.**

**THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA  
AGREEMENT FORM FOR A CONTINUING SERVICE CONTRACT**

**CIVIL ENGINEERING SERVICES**

**THIS CONTINUING SERVICE CONTRACT** (the "Contract"), made by and between **THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA**, located at 6500 57<sup>th</sup> Street, Vero Beach, FL 32967 (hereinafter referred to as "School Board" or "Owner"), and

**MBV Engineering, Inc.**

(hereinafter referred to as "Consultant"), a corporation with its principal office located at **1835 20<sup>th</sup> Street, Vero Beach, FL 32960**.

**WHEREAS**, the School Board desires to obtain Civil Engineering Services for assigned projects within the School District (hereinafter referred to as "Continuing Service Projects") and issued **RFQ # 03-0-2018/JC** to find qualified professionals to fulfill the need for these services pursuant to Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act ("CCNA"); and

**WHEREAS**, the Term of the Contract is one (1) year after School Board approves the Contract, and School Board may, at its option, at a regular or special Board meeting, renew this Contract at the end of the Term for two additional renewal terms of one (1) year each for a maximum term of three (3) years, subject to, among other things, the availability of funds, unless otherwise terminated pursuant to Article 8; and

**WHEREAS**, School Board retains a Consultant, to perform the services described herein, and other required professional services on an "as needed" basis, as designated, authorized, and assigned by School Board, and School Board agrees to compensate Consultant for such services in accordance with this Contract; and

**WHEREAS**, it is the primary intent of this Contract to ensure that the Consultant is available to provide professional services, in accordance with prior, mutually agreed-upon conditions, and the School Board has complied with all requirements of the CCNA, in the selection of Consultant and in negotiations for this Contract; and

**NOW, THEREFORE**, School Board and Consultant, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

RFQ # **03-0-2018/JC**

Firm's Name **MBV Engineering, Inc.**

**ARTICLE 1: GENERAL CONTRACT PROVISIONS**

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

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

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

1.4 Contract Documents.

1.4.1 The Contract Documents shall consist of this Contract; any addenda issued prior to execution of this Contract; any written modifications issued after execution of this Contract, including any amendments to this Contract; the designs, drawings, and specifications; the Request for Qualifications issued by the Owner and the Consultant's written responses thereto; and the following exhibits attached to this Contract:

- Exhibit A – Scope of Services
- Exhibit B – Unit Labor Rates
- Exhibit C – Truth-in-Negotiation Certificate
- Exhibit D – Task Assignment

Exhibits A through D are incorporated into this Contract by reference and shall be binding on the Consultant.

1.4.2 The term "Request for Qualifications Solicitation Document" as used herein refers to the Request for Qualifications ("RFQ") that was advertised by the Purchasing Department and subsequently led to the award of this Contract (03-0-2018/JC).

1.4.3 Conflicts in the Contract Documents. In the event of any conflict between the relevant Contract Documents, the documents shall be construed, and all conflicts shall be resolved, according to the following priorities:

RFQ # 03-0-2018/JC

Firm's Name MBV Engineering, Inc.



|                 |   |
|-----------------|---|
| First Priority  | The Task Assignment (Exhibit D)   |
| Second Priority | Amendments to the designs, drawings, and specifications (later date to take precedence) |
| Third Priority  | The Contract  |
| Fourth Priority | Specifications and drawings   |
| Fifth Priority  | Consultant's responses to the RFQ   |
| Sixth Priority  | The RFQ   |

However, the parties specifically acknowledge that the terms and conditions in the Contract shall not be amended by any Contract Documents, unless otherwise agreed upon and expressly stated by the parties in writing in a duly-executed amendment to the Contract.

**ARTICLE 2: CONSULTANT'S RESPONSIBILITIES AND SCOPE OF SERVICES**

2.1 Professional Services. The Consultant agrees to furnish and perform professional services for the Continuing Service Project under the terms of the Contract Documents as follows:

2.1.1 Basic Services. The nature and scope of the Consultant's professional services are specified in Exhibit A – Scope of Services (hereinafter referred to as "Basic Services"). The Consultant agrees to furnish and perform professional services for each Continuing Service Project at a total construction cost to the Owner, which does not exceed the Project Construction Budget as defined in each Task Assignment (Exhibit D). The Consultant shall perform the Basic Services under this Contract to the satisfaction of the Owner's Project Representative.

2.1.2 Additional Services. The Consultant further agrees to furnish and perform professional services not included as Basic Services (hereinafter referred to as "Additional Services"), only if and when such Additional Services are specifically requested and authorized in writing by the Owner's Project Representative. Additional Services may only be performed after the Consultant has received a Purchase Order, fully-executed Task Assignment, or Amendment, and Notice to Proceed for such Additional Services. Consultant's fee for Additional Services will be computed in accordance with the hourly rates described in Exhibit B - Unit Labor Rates. If any Additional Services are provided by the Consultant's sub-consultants, separate consultants, or subcontractors, and such Additional Services consist of services for which the Consultant would be entitled to an additional fee if the Consultant had provided the services itself, then the Owner shall reimburse the Consultant for such actual reasonable amounts paid by Consultant to its sub-consultants, separate consultants, or subcontractors for such Additional Services, and the Consultant shall not be entitled to any additional fee or compensation costs.

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

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

- 2.2.2 The School District of Indian River County Educational Specifications or any educational or ancillary specifications, architectural program, design standard or project requirements developed by the Owner specifically for the Project.
- 2.2.3 The provisions of the Florida Statutes, including but not limited to chapter 1013, which apply to the Project.
- 2.2.4 All laws, regulations, or codes addressing site water management, water wells, environmental requirements, and sanitation.
- 2.2.5 The federal requirements of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*).

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

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

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

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

2.2.3 Subconsultant, Separate Consultant, or Subcontractor Responsibilities. Any agreements entered into between Consultant and a subconsultant, separate consultant, or subcontractor for services to be completed on Continuing Service Projects shall incorporate the terms of this Contract. To the extent the services are to be performed by the subconsultant,

separate consultant, or subcontractor, that third party shall be bound by all provisions in this Contract, and shall assume toward the Consultant all of the obligations which the Consultant by this Contract assumes toward the Owner. The Consultant acknowledges that nothing herein shall in any way relieve the Consultant from any of its duties under this Contract.

**2.2.4 Owner Consultants.** The Consultant shall cooperate at all times with the Owner and shall cooperate and coordinate with any separate consultant or agent hired by the Owner. The Consultant shall incorporate the work product of any Owner-retained consultant in a manner which is appropriate or necessary to facilitate the design and construction of Continuing Service Projects within the project's budget and schedule. In the event the Owner so elects, and upon written mutual consent as evidenced by a Task Assignment to this Contract, the Consultant shall accept any assignment of any agreement or contract the Owner may have with any Owner-retained consultant.

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

### **ARTICLE 3: PROPOSAL REQUIREMENTS, FEES, AND PAYMENT**

**3.1 Proposal Requirements.** Based upon Unit Labor Rates (Exhibit B, Page 28) for a specific Continuing Service Project, the Consultant will provide the Owner's Project Representative with a detailed written proposal, which shall include a total not-to-exceed cost for services with a detailed breakdown of material and labor required to complete the Scope of Services identified in the Task Assignment (Exhibit D, Page 30). For purposes of this Contract, a Task is identified as a specific service or phase of work to be performed by the Consultant and its subconsultants, separate consultants, or subcontractors, which summarizes the scope of work to be completed and includes the detailed cost to complete.

**3.1.1** The Consultant's proposal shall include a list of Tasks that accurately identifies and details the Scope of Services to be performed. All labor, material and equipment costs for each Continuing Service Project shall be broken down by Task, and shall be complete and detailed, and shall include and identify, without limitation, the number of hours of work by title and responsibility of each employee or professional performing each service, while adhering to the Unit Labor Rates (Exhibit B). The title and responsibility of the Consultant's employees must accurately reflect the type of service to be performed.

**3.1.2 Schedule.** The Consultant shall include in its proposal a comprehensive schedule for the successful and timely completion of its services, as well as those services provided by the Consultant's subconsultants, separate consultants, or subcontractors, for each Continuing Service Project (the "Consultant's Project Schedule"). The Consultant's Project Schedule will be agreed upon by the Owner and Consultant on a project-by-project basis and will be included in the Task Assignment (Exhibit D) for each Continuing Service Project. Once submitted and agreed upon by the Owner's Project Representative and the Consultant, the Consultant and its

subconsultants, separate consultants, and subcontractors will be bound by the Consultant's Project Schedule and will not deviate from it without prior written authorization from the Owner's Project Representative. Whether or not deviations from the Consultant's Project Schedule have been authorized by the Owner's Project Representative, the Consultant shall update the Consultant's Project Schedule as necessary to reflect Owner-approved changes or unavoidable deviations, and to indicate the probable impact of those deviations on the performance of the Consultant's services and the Continuing Service Project. However, nothing in this subparagraph is intended to be, nor shall be construed as, a waiver of the Owner's right to obtain full compliance by the Consultant with approved schedules.

3.2 Subconsultants, separate consultants, or subcontractors. The hourly rate(s) for other professional services required by the use of subconsultants, separate consultants, or subcontractors will be negotiated at the time a proposal for such services is required and submitted to the Owner's Project Representative for approval. Subconsultants, separate consultants, and subcontractors are required to provide the same level of detail in their proposals as described in paragraph 3.1 of this Contract.

3.3 Contract Sum. The Owner agrees to pay to the Consultant for Basic Services at a not-to-exceed fixed fee (the "Contract Sum"), as set forth in the Task Assignment (Exhibit D) and approved by the Owner. The Task Assignment shall set forth the appropriate fee structure for

each completed Task. The fee structure and hourly rates may be revised only by written amendment to this Contract, duly-executed by both parties.

3.4 Reimbursable Expenses. The Owner shall pay the Consultant for certain reimbursable expenses (the "Reimbursable Expenses") as set forth in the Task Assignment (Exhibit D). Each request for reimbursement shall be accompanied by detailed, credible, and legible documentation indicating the project-related nature of the expense and the actual costs incurred.

3.5 Payment for Services Performed. For each Continuing Service Project, the Consultant shall be paid upon successful completion of each Task identified under the Schedule of Progress Payments in the Task Assignment (Exhibit D) and Purchase Order or, for Tasks that will take longer than one month to complete, by monthly payments based on the percentage of services completed for each Task at the time the Payment Application is submitted to the Owner's Project Representative.

3.5.1 Payment Applications must match the detailed description provided on the original proposal, the Purchase Order, and the Task Assignment (Exhibit D); shall be in a format approved by the Owner's Project Representative (Facilities Division Payment Requisition Form); and shall reflect in detail the services completed.

3.5.2 Payment Applications shall be invoiced either upon successful completion of each Task or, for Tasks that will take longer than one month to complete, monthly based on the percentage of services completed at the time the Payment Application is submitted to the Owner's Project Representative. To the extent that there is any disagreement between the Consultant and the Owner's Project Representative with respect to the percentage of services completed for any given Task represented on the Consultant's monthly Payment Application, then the Owner's

Project Representative and the Consultant will negotiate and agree upon the percentage of services completed without delaying the Consultant's work on the Continuing Service Project.

3.5.3 The Consultant expressly waives any right to payment for any Additional Services (as defined in paragraph 2.1.2 above) performed if the Consultant has not received prior written authorization for such services by the Owner's Project Representative, which would have resulted in the Consultant receiving a Purchase Order, a fully executed Task Assignment or Amendment and Notice to Proceed.

3.5.4 Final payment to the Consultant shall not be made by the Owner until the Original Work Product (as defined in paragraph 5.1.3 below) has been received and accepted by the Owner's Project Representative.

3.5.5 Payment will not be due from the Owner for any work that is performed without specific written authorization signed and approved by the Owner in the manner provided by this Contract, or other applicable rules, regulations, or law. The Owner shall not be responsible to pay for any services that are performed pursuant to the direction of a representative or employee of the School District of Indian River County if the amount charged exceeds the authority granted to that District employee or agent pursuant to the rules and procedures of the School Board of Indian River County, or Florida law.

3.5.6 The Unit Labor Rates (Exhibit B) may be revised only by written amendment to this Contract, agreed to and executed by both parties to this Contract.

#### **ARTICLE 4: PROJECT CONSTRUCTION BUDGET, CONSULTANT'S PROJECT SCHEDULE AND PROJECT MANAGEMENT**

4.1 **Project Construction Budget.** The Consultant acknowledges that the Owner has provided a Project Construction Budget, identified for each Continuing Service Project in the Task Assignment (Exhibit D). The Project Construction Budget is defined as the total budget identified for the construction of the Project. As identified in the Task Assignment (Exhibit D), the total Project Construction Budget consists of site development, building shells and interiors, site improvements, and any equipment that is included in the construction of the Project. The Consultant's work product, including without limitation, any designs, plans, and drawings, shall be designed to be constructed within the Project Construction Budget.

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

4.1.2 **Cost Consultant.** Although the Consultant is responsible for developing a design that meets the Project Construction Budget, the Owner may hire a Cost Consultant to verify costs on the Project. The Consultant shall cooperate with the Owner's Cost

Consultant by providing all necessary information for the preparation and updating of all estimates of construction costs throughout all phases of the Project.

4.2 Schedule. The Consultant shall commence Basic Services after both parties have executed this Contract and the Consultant has received a Purchase Order, fully-executed Task Assignment (Exhibit D), and Notice to Proceed issued by the Owner. The Consultant shall complete its services in accordance with the Consultant's Project Schedule, set forth in, and incorporated into this Contract by, Task Assignment (Exhibit D).

4.2.1 The parties agree that time is of the essence for each Task Assignment. The following is a sample of Schedule Milestones that will be negotiated and must be included with the Consultant's Proposal for each Continuing Service Project:

- a. First Design Meeting with Facilities Division Staff.
- b. 60% drawings and specifications submitted to Code Compliance for Plan Review.
- c. 100% drawings and specifications submitted to Code Compliance for Plan Review.
- d. Confirmed Documents Complete.
- e. Construction Start
- f. Substantial Completion
- g. Final Completion
- h. 11 Month Warranty Walkthrough

4.2.2 Any changes to the Consultant's Project Schedule shall be agreed upon by the Consultant and the Owner's Project Representative and confirmed by a duly-executed written amendment to the Task Assignment.

4.2.3 The schedule for Additional Services, if any, shall be established by the Owner's Project Representative and included in a fully-executed amendment to this Contract.

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

## **ARTICLE 5: DOCUMENTS**

5.1 **Ownership of Documents.** All plans, drawings, specifications, sketches, models, designs, artwork, programs, software, reports, photographs, or other tangible work product produced, originally-developed, or submitted to the Owner's Project Representative by Consultant pursuant to this Contract (hereinafter referred to as the "Original Work Product") are and shall remain the sole property of the Owner. Original Work Product shall include, but not be limited to, all computer-generated electronic documents (Computer-Aided Design Documents (CADD) and specifications).

5.1.1 **Owner's Rights.** The Owner shall have the right to use any and all Original Work Product. Consultant shall maintain a set of reproducible record prints of the Original Work Product. If subsequent usage by the Owner shall require further evidence of sealing requirements, Consultant shall make appropriate arrangements with the Owner for this purpose. The Owner shall have an irrevocable license or right to use, reproduce or make derivative works from these documents for any renovations, maintenance or remodeling of the Project. The Owner shall also have an irrevocable right to use and reproduce the image of the Project designed by the Consultant and to reproduce documents and data within the documents.

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

5.1.3 **Delivery of Original Work Product.** After final completion of each Continuing Service Project, the Consultant shall retrieve from the Contractor the as-built documents, created from field data collected during the course of the Continuing Service Project. The Consultant shall review the as-built documents for accuracy and then incorporate the original drawings, site changes and information taken from the as-built drawings into Record Drawings. The Consultant shall deliver the Original Work Product to the Owner's Project Representative upon Final Completion of the Continuing Service Project, unless, in the Owner's Project Representative's sole discretion, it is necessary for Consultant to retain possession of the Original Work Product for a longer period of time. CADD Record Drawings shall match the final printed as-built files to include all markups, notes, and revisions. Upon early termination of the Consultant's services, the Consultant shall deliver all Original Work Product to the Owner's Project Representative, complete or incomplete, within ten (10) calendar days of the effective date of the early termination.

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

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

5.2 Documents and Copies. For each Continuing Service Project, the Consultant shall provide the Owner's Project Representative with copies of all reports and other documents (except correspondence) prepared by the Consultant under this Contract. The copies shall be furnished as requested by the Owner's Project Representative, and as they are prepared and completed by the Consultant. The Consultant shall promptly furnish the copies to the Owner's Project Representative, along with a detailed invoice showing the Consultant's copy expenses, and the Owner shall pay the reasonable and agreed-upon cost for the reproduction.

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

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



(all foregoing hereinafter referred to as "records") to the extent necessary to permit evaluation and verification of: a) the Consultant's compliance with Contract requirements, b) compliance with the Owner's business ethics policies, and c) compliance with provisions for pricing amendments to this Contract and invoices or claims submitted by the Consultant or his payees.

5.3.2 The Consultant shall make it a condition of all subcontracts related to the rendering of professional services under this Contract that any and all subconsultants, separate consultants, and subcontractors will keep accurate records of costs incurred and items billed in connection with their work, and that such records shall be open to audit by the Owner or its authorized representatives during performance of such services and until five (5) years after its completion, in accordance with this Article 5.3 and all related subparagraphs. If the Consultant receives notification of a dispute or the commencement of litigation regarding any services performed for Continuing Service Projects under this Contract within this five-year period, then the Consultant shall notify any and all subconsultants, separate consultants, and subcontractors to continue to maintain all project records in accordance with this Article, and all related subparagraphs, until final resolution of the dispute or litigation or until the expiration of the five-year period, whichever is later

5.3.3 Upon seven (7) calendar days' written notice, from the date of this Contract to the last date described in this Article, the Consultant shall provide to the Owner or its authorized representative(s) all records covered in paragraph 5.3.1 above that are requested by the Owner. If the provided records require further review or support, the Owner and its authorized representative(s) shall be entitled to inspect, examine, review and copy the Consultant's records at the Owner's reasonable expense, with adequate workspace at the Consultant's facilities. Such rights to inspect, examine, review and copy shall extend to the records and documentation of subconsultants, separate consultants, and subcontractors. Failure by the Consultant to supply substantiating records shall be reason to exclude or recover the related costs from amounts which might otherwise be payable by the Owner to the Consultant pursuant to this Contract.

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

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

**ARTICLE 6: INSURANCE REQUIREMENTS**

6.1 Pursuant to Board Policy 8710.01, firms providing "professional services," as defined in the Consultants' Competitive Negotiations Act, that are selected by the School Board to complete construction projects or conduct planning activities that exceed the thresholds stated in F.S. 287.055(3)(a)(1) and 287.017 shall carry and maintain the required insurance during the period they are performing such services and thereafter as stipulated below:

**A. Professional Liability Insurance**

1. Coverage shall be in limits not less than \$1,000,000.00 per occurrence or an annual aggregate limit of \$3,000,000.00 covering negligent errors, omissions, or acts, with a per occurrence deductible not to exceed \$5,000.00 or five percent (5%) of the estimated professional fee or as approved by the Superintendent. Such coverage shall be maintained for a period of three (3) years after the date of final payment to the architect or engineer. If such insurance is based upon a "claims made" policy, prior to the services being performed, the architect or engineer shall provide to the Board satisfactory proof that extended reporting period coverage is available if the architect or engineer should cancel such coverage within three (3) years after the date of final payment to the architect or engineer. For specific projects, when recommended by the Superintendent, the Board may require higher limits.
2. When in the District's best interest and upon the recommendation of the Superintendent, the architect or engineer may obtain and carry non-cancelable project-specific professional liability insurance during the design and construction of the project and for a three (3) year discovery period thereafter. This insurance shall also provide for the owner's defense, if named with the architect or engineer in any claim covered under the policy.

- B. Commercial General Liability Insurance (including Blanket Contractual Liability and Completed Operations, Explosion, Collapse, and Underground Hazards)** in limits of not less than \$1,000,000.00 per occurrence and a \$3,000,000.00 aggregate, with no deductible, covering personal injury, bodily injury, and property damage. The Products and Completed Operations portions of the general liability shall extend for a period of two (2) years after the final acceptance of the project by the District. The policies shall name the District, its Board members, and staff as additional insureds as their interests may appear under this agreement and the insurers shall agree to waive all rights of subrogation against the District and each individual member of the Board and staff. Additional Insured Endorsement CG2026 shall be endorsed naming the Board.

- C. Comprehensive Automobile Liability Insurance (including hired and owned vehicles, if any) in limits of not less than \$1,000,000.00 per occurrence, covering personal injury, bodily injury, and property damage.
- D. Worker's Compensation Insurance in compliance with F.S. Chapter 440 with employer's liability coverage of not less than \$1,000,000.00 per occurrence.
- E. Valuable papers and records insurance in an amount of not less than \$50,000.00 per occurrence, with no deductible, to assure the substantial restoration of any plans, drawings, or other similar data related to the architect's or engineer's services which are in the area, custody, or control of the architect or engineer.
- F. A Letter of Insurability or Certificate of Insurance evidencing that all of the above insurance is in force shall be furnished to the Board before any services are performed, at all renewal times, and shall require written notification to the Board at least thirty (30) days prior to any cancellation, termination, non-renewal, or modification. All insurance shall be with insurers authorized to do business in Florida and shall be rated at least AV by Best's Key Rating Guide. If the architect or engineer fails to provide or otherwise maintain the required insurance, the Board may purchase the insurance and hold the architect or engineer responsible for the cost thereof.
- G. The Superintendent may recommend that the Board enter an agreement with lower limits of coverage when the standard coverage required by this policy may be commercially unavailable for a particular undertaking, or when the amount of the professional fee may not justify the extent of coverage otherwise required by this policy. In such cases, the Superintendent or designee will recommend that the specifications and requirements for the project shall include the modified levels of insurance coverage and limits of liability for the specific project that will waive the standard insurance limits specified in this policy.

## **ARTICLE 7: CONSULTANT'S REPRESENTATIONS**

7.1 Representations. The Consultant hereby represents to the Owner that:

7.1.1 It has the experience and skill to perform the services required to be performed by this Contract. It shall provide and employ, in connection with the performance of such services, personnel qualified and experienced in their profession; it being understood that the Owner's Project Representative may at any time require the Consultant to remove, and the Consultant and shall immediately remove, any person employed in connection with the performance of services under this Contract who in the opinion of the Owner's Project Representative or the Owner is unfit for the proper performance of his/her duties.

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

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

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

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

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

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

7.1.8 The Consultant's services will meet the highest professional standards in preparation of all Construction Documents.

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

the Construction documents or defects in construction of the Continuing Service Project. The Owner will be a third party beneficiary of any subconsultant or subcontractor contract, and all third party contracts will require the same professional error and omissions insurance, and commercial general liability insurance required of the Consultant.

**7.3 Indemnity and Hold Harmless.** The Consultant shall hold harmless and indemnify the Owner, its agents, and employees from and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses, or expenses of any nature whatsoever arising directly or indirectly from or out of any negligent act or omission of the Consultant, its subconsultants, separate consultants, or subcontractors and their officers, directors, agents, or employees, any failure of the Consultant to perform its services under this Contract in accordance with generally-accepted professional standards, any breach by the Consultant of its obligations and duties to perform under this Contract, any breach of the Consultant's representations made in this Contract, and the failure of performance of any product or service furnished by the Consultant under this Contract. This hold harmless and indemnification provision shall include a duty to defend the Owner and to pay all reasonable attorneys' fees and expenses, including administrative and on appeal, incurred by the Owner in the defense of any matter covered by this provision. This hold harmless and indemnity is made notwithstanding the Owner's ownership of, and rights to, the Original Work Product. The provisions of this paragraph shall survive the termination or expiration of this Contract. The parties acknowledge that the Contract Sum includes \$100.00 to be paid by the Owner to the Consultant as part of the Owner's first payment to the Consultant as consideration for this indemnification. This indemnity shall not be deemed to include matters which may be caused or result from an act or omission of the Owner. Nothing in this Contract shall be interpreted or construed as an agreement on the part of the Owner to indemnify or hold harmless any party, including, but not limited to, the Consultant, its employees, agents, representatives, the Architect, Construction Manager, subconsultants, subcontractors, trade contractors, or all other lower tier contractors (sub-subcontractors). Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. Nothing in this Contract is intended to be, nor shall be construed as, an extension of liability beyond the statutory limitations of liability set forth in Section 768.28, Florida Statutes.

**7.4 Prohibition against Contingent Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that the Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm other than bona fide employees working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the Owner shall have the right to terminate this Contract without liability and, at its discretion, deduct from the Contract Sum, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

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

**ARTICLE 8: TERMINATION, SUSPENSION, AND ABANDONMENT**

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

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

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

8.1.3 If the Continuing Service Project is suspended or terminated without cause, the Owner shall pay to the Consultant only that portion of the Contract Sum which has become due and payable to the Consultant under the Contract. In the event that the Contract is suspended or terminated before the Consultant has completed all services under an identified Task, then the Owner shall pay to the Consultant a negotiated fee taking into consideration the percentage of services completed under that Task, with the understanding that no payment made to the Consultant shall exceed the total fee that would have become due and payable to the Consultant had the Task been completed prior to suspension or termination of the Contract.

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

**8.2 Abandonment or Suspension.** If the Owner suspends or abandons the Continuing Service Project, the Owner shall pay all fees and Reimbursable Expenses which have become due and payable to the Consultant pursuant to the related Task Assignment (Exhibit D). The Consultant shall not be entitled to lost profits for uncompleted work. Payment shall be made for that portion of the work that the Consultant completed prior to the abandonment or suspension, and the Owner

shall have no further obligation to the Consultant for the payment of any other fees, unless and until the Continuing Service Project is resumed by the Owner.

8.3 Resumption. If the Owner chooses to resume the Continuing Service Project, the Consultant, at the option of the Owner, shall complete its services under the Task Assignment (Exhibit D), and it shall be entitled to payment of any remaining unpaid fees in accordance with the terms of this Contract to be payable at the times and in the manner specified in this Contract. In no event will any fee or part thereof become due or payable to the Consultant unless and until the Consultant has attained and completed that stage of work where the same would be due and payable under the terms of this Contract. When the Consultant receives a notice from the Owner that the suspension has been canceled, the Consultant shall perform all services remaining under the related Task Assignment and, by amendment to the Task Assignment, it shall be entitled to an extension of time equal to the period of the suspension. If the Continuing Service Project is resumed within 365 days of the date it was abandoned or suspended, the fees payable to the Consultant shall be equal to the amounts due under the Task Assignment not previously paid by the Owner to the Consultant and shall be based on the amounts provided in Unit Labor Rates (Exhibit B). If the Continuing Service Project is resumed more than 365 days after the date of its abandonment or suspension, then, upon the Consultant's written request, the Task Assignment may be amended to reflect any escalation in the cost of equipment, material or labor. Any adjustments to the Contract Sum based on equipment, material, or labor escalations will be negotiated between the Consultant and the Owner's Project Representative, and will be submitted to the Owner for approval of the amendment to the Task Assignment.

#### **ARTICLE 9: SPECIAL PROVISIONS**

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

9.1.1 The Consultant shall execute and furnish to the Owner's Project Representative a "Truth-in-Negotiation Certificate," stating the wage rates and other factual unit costs supporting compensation are accurate, complete, and current at the time of executing this Contract and any amendment to this Contract. The original price and any additions thereto shall be adjusted to exclude any significant sums by which the District determines the Contract amount was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs, and that such original Contract adjustments shall be made within one year following the end of the Contract and any amendment to this Contract.

9.1.2 The "Truth-in-Negotiation Certificate" is Exhibit C, Page 29.

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

9.2 Public Entity Crime Information Statement and Debarment. Section 287.133(2)(a) of the Florida Statutes states: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a

contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or the consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

9.2.1 By signing this Contract, the Consultant represents and certifies, to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency, as defined by each Federal Agency's codification of the Governmentwide Debarment and Suspension Common Rule for Nonprocurement, and do not appear on the Excluded Parties List System, as defined in 48 CFR 2.101;
- b. Have not, within a five-year period preceding the issuance of the Request for Qualifications ("RFQ") that led to the award of this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- c. Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b);
- d. Have not, within a five-year period preceding the issuance of the RFQ that led to the award of this Contract, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. Are not presently, nor have been within the last three (3) years, listed on the convicted vendor list.

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

9.3 Background Check. The Consultant agrees to comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct



contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the Owner. This background screening will be conducted by the Owner in advance of the Consultant or its personnel providing any services under the conditions described in the previous sentence. The Consultant shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Consultant and its personnel. The parties agree that the failure of the Consultant to perform any of the duties described in this section shall constitute a material breach of this Contract entitling the Owner to terminate immediately with no further responsibilities or duties to perform under this Contract. The Consultant agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from the Consultant's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. The Consultant shall require each of the Consultant's subconsultants, separate consultants, and subcontractors on the Continuing Service Projects to agree, in writing, to the provisions of this paragraph.

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

9.5 Compliance with Federal Grant Requirements. If made applicable by the use of Federal Grant Funds in the Continuing Service Project or any other requirement as set out below, the Consultant and its subconsultants, separate consultants, and subcontractors shall comply with all applicable Federal rules, regulations and orders, including but not limited to:

- a. Executive Order 11246 of September 24, 1965, 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.)
- b. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented in Department of Labor regulations (29 CFR part 3).
- c. Davis-Bacon Act (40 U.S.C. 3141 et seq.), as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation.)

- d. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers.)
- e. All applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.)
- f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

9.6 Public Records Act/Chapter 119 Requirements. The Consultant agrees to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided, by doing the following:

- a. The Consultant and its subconsultants, separate consultants, or subcontractors shall keep and maintain public records that ordinarily and necessarily would be required by the School Board in order to perform the service;
- b. The Consultant and its subconsultants, separate consultants, or subcontractors shall provide the public with access to such public records on the same terms and conditions that the School Board would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. The Consultant and its subconsultants, separate consultants, or subcontractors shall ensure that public records that are exempt or that are confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law; and
- d. The Consultant and its subconsultants, separate consultants, or subcontractors shall meet all requirements for retaining public records and transfer to the School Board, at no cost, all public records in possession of the Consultant and its subconsultants, separate consultants, or subcontractors upon termination of the Contract and shall destroy any duplicate public records that are exempt or that are confidential and exempt from the public records disclosure requirements. All records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board.

The parties agree that if the Engineer and its subconsultants, separate consultants, or subcontractors fail to comply with the above requirement shall result in the immediate termination of this Contract without penalty to the School Board. Further, the Engineer shall fully indemnify and hold harmless the School Board, its officers, agents and employees from any liability and/or

damages, including attorney's fees through any appeals, resulting from Engineer's failure to comply with these requirements.

**ARTICLE 10: MISCELLANEOUS PROVISIONS**

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

10.2 Gender. Unless the context clearly indicates to the contrary, pronouns having a neuter, masculine, or feminine gender shall be deemed to include the others.

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

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

10.5 Captions. The captions used for sections in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or the intent of this Contract or any Article or Section thereof.

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

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

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

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

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

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

10.12 Waiver. No consent or waiver, express or implied, by either party to this Contract to or of any breach or default by another in the performance of any obligations shall be deemed or construed to be consent or waiver to or of any other breach or default by that party. Except as otherwise provided in this Contract, failure on the part of any party to complain of any act or failure to act by another party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of the rights of that party.

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

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

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

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

10.17 Owner Transfer of Interest. If the Owner conveys its interest in the Continuing Service Projects to a third party, any rights which the Owner may have against the Consultant arising from or in connection with this Contract shall automatically transfer to such third party without the necessity of a written document or consent from the Consultant.

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

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

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

10.21 No Waiver of Sovereign Immunity. Nothing in this Contract is intended to serve, nor should be construed, as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. Nothing in this Agreement is intended to be, nor shall be construed as, an extension of liability beyond the statutory limitations of liability set forth in Section 768.28, Florida Statutes.

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

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

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

10.25 Force Majeure. With regard to performance under this Contract, a party shall not be deemed to be in default of this Contract, or have failed to comply with any term or conditions of this Contract, if, for reasons beyond the parties reasonable control, including, without limitation acts of God, natural disaster, labor unrest, war, declared or undeclared, the existence of injunctions or requirements for obtaining licenses, easements, permits or other compliance with applicable laws, rules and regulations, such performance is not reasonably possible within such

time periods. In the event that any such reasons or conditions occur making performance not reasonably possible within the time periods set forth in this Contract, then the time for such performance shall be extended until removal of such reasons beyond the parties reasonable control, provided that the party commences such performance as soon as reasonably possible thereafter and diligently pursues such performance.

10.26 Evaluations. The Consultant will be evaluated by the Owner's Project Representative during the Contract Term at intervals established by the Chief Facilities Officer and at the end of each assigned Continuing Service Project. The evaluation results may be considered in measuring the Consultant's past performance and may be included in the review process for future solicitations for the consultant services. A copy of the evaluation(s) will be provided to the Consultant upon request.

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

Owner: School Board of Indian River County, FL  
Attn: Superintendent, Mark J. Rendell, Ed.D  
6500 57<sup>th</sup> Street  
Vero Beach, FL 32967

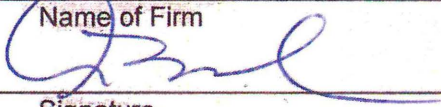
|             |              |  |
|-------------|--------------|--|
| Consultant: | Firm Name    | <u>MBV Engineering, Inc.</u>                             |
|             | Contact Name | <u>Mr. Aaron J. Bowles, P.E.</u>                         |
|             | Address      | <u>1835 20<sup>th</sup> Street, Vero Beach, FL 32960</u> |
|             | Telephone:   | <u>772-569-0035</u>                                      |
|             | Fax:         | <u>772-778-3617</u>                                      |


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.

RFQ # 03-0-2018/JC

Firm's Name MBV Engineering, Inc.

IN WITNESS WHEREOF, the above parties have executed this instrument by their undersigned representatives pursuant to the authority of their governing bodies as of the approval date set forth in this Contract.

**MBV Engineering, Inc.**  
Name of Firm  
By:   
Signature  
Aaron Bowles  
Printed Name  
2/27/18  
Date

**The School Board of Indian River County FL**  
  
Signature of Chairman  
**Mr. Shawn Frost**  
Typed/Printed Name of Chairman  
2/27/2018  
Date

**1835 20<sup>th</sup> Street**  
Address

**6500 57<sup>th</sup> Street**

**Vero Beach, FL 32960**

**Vero Beach, FL 32967**

**772-569-0035**  
Telephone Number

**772-778-3617**  
Fax Number

aaronb@mbveng.com / mbveng@mbveng.com  
Email Address

**592309095**  
FEIN Business

\_\_\_\_\_  
SS# Individual

RFQ # **03-0-2018/JC**

Firm's Name **MBV Engineering, Inc.**

**THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA**  
**CONTINUING SERVICE CONTRACT FOR CIVIL ENGINEERING SERVICES**

**EXHIBIT A**

**DESCRIPTION OF SERVICES**

The Consultant shall provide the School Board of Indian River County with Civil Engineering Services for Projects Valued Less than \$2,000,000.00 and for Studies when Professional Service Fees do not exceed \$200,000.00. Anticipated services may include, but not be limited to the following:

The scope of work will be identified on a project basis and will vary depending on project needs. The scope may involve all phases of project development and may include and not be limited to the following:

1. **Preliminary Services**
  - a. Confirm School District's goals and objectives through meetings/workshops.
  - b. Conduct field survey to evaluate non-concealed conditions and concealed conditions to fullest extent possible without performing destructive activities.
  - c. Prepare site plans in latest version of AutoCAD, preliminary layouts, estimates of probable costs and alternatives as requested.
  - d. Support School Board in obtaining geotechnical services and survey services necessary for the required scope of work. In some cases survey may be provided by the School Board.
  - e. Review existing plans and/or As-Built Documents archived by School Board.
  - f. Review maintenance logs and interview appropriate School Board staff.
  - g. Prepare engineering and/or architectural details and calculations.
  - h. Present alternatives and provide recommendations and analyses of the advantages and/or disadvantages of each.
  - i. Deliverables as identified by individual task orders.
  
2. **Schematic Design through Construction Documents**
  - a. Prepare engineering/architectural designs, calculations, plans, specifications, cost estimate and contract bidding documents in compliance with the most recent edition of the School Board Design Criteria.
  - b. Prepare Specifications and general provisions in Microsoft Word fully coordinated with the School District Design Criteria, Owner/Contractor Contract and related Bid/Front End Documents to be utilized bidding and construction.
  - c. Undertake coordination with local ordinances municipal agreements/requirements, and authorities having jurisdiction over project.
  - d. Further develop field survey documentation to evaluate non-concealed conditions and concealed conditions to fullest extent possible without performing destructive activities.
  - e. The School Board shall typically review the work product and Construction Documents at the preliminary stage, sixty percent (60%); ninety percent (90%) and final stage, or as specified by specific task order or as is deemed necessary by the School Board.
  - f. All project calculations, supporting/reference information, correspondence, photos, Microsoft Office files, etc. shall be provided to School Board with the final submittal or upon request.
  - g. Drawings shall be prepared in standard engineering/architectural scale using the latest version of AutoCAD or as directed by the School Board.
  - h. Coordinate phasing delineations and requirements with Construction Manager/Contractor.

RFQ # 03-0-2018/JC

Firm's Name MBV Engineering, Inc.



- i. Work with Construction Manager/Contractor to develop schematic phase, design development phase and Final Construction Document phase Opinions of Construction Value.
  - j. All project AutoCAD files (i.e. drawing, x-refs, blocks, fonts, pen styles, etc.) shall be provided to the School Board on CD, DVD format or via email at the discretion of the School Board.
  - k. Deliverables at each phase as identified by individual task orders.
- 3. Permits**
- a. Assist the School Board in obtaining necessary approvals and permits as required.
  - b. Deliverables as identified by individual task orders.
- 4. Bidding Construction Documents**
- a. Assist the School Board in answering bidder's questions, attend pre-bid conferences, job walks, and perform constructability review of own plans and specifications at the discretion of School Board Staff.
  - b. Develop addenda to address required changes to bid documents.
  - c. Assist Owner/Construction Manager with bid review and recommendation for contract awards.
- 5. Construction Administration**
- a. Attend pre-construction meeting and project progress meetings at the discretion of School Board staff.
  - b. Assist the School Board and Construction Manager/Contract Administrator with interpretation of plans and specifications, analysis of changed conditions, development of corrective action, review of shop drawings and provide "peer review" of other submittals at the discretion of School Board Staff.
  - c. Provide periodic problem solving.
  - d. Provide periodic construction observations/inspections.
  - e. Review and approve Contractor Application for Payment.
  - f. Develop substantial completion punch list.
  - g. Perform final inspection and punch list completion verification.
  - h. Assist owner with obtaining and review all project closeout documentation.
  - i. Undertake post-occupancy warranty walk through at time frame identified by owner.

Project scopes may include activities and tasks relating to new and existing site improvements and modifications for projects entailing new construction, remodeling, renovation, playgrounds, storm water, utilities, bus/vehicle ramps and circulation, life safety, fire access, and maintenance/repair projects.

**THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA**  
**CONTINUING SERVICE CONTRACT FOR CIVIL ENGINEERING SERVICES**  
**EXHIBIT B**

**UNIT LABOR RATES**

The Consultant shall list all Unit Labor Rates to be referred to when proposing services for each Continuing Service Project assigned by the School Board of Indian River County, Florida. The Unit Labor Rates shall include, but not be limited to, services required to support the Scope of Services identified in Exhibit A and shall correspond with the detailed Tasks set forth in Exhibit D – Task Assignment.

**Fees for Basic Services and, when approved in writing by the Owner's Project Representative, for Additional Services shall be inclusive of all overhead of the Consultant, and shall be reimbursed at the following hourly rates:**

Title

Hourly Rate

(SEE ATTACHMENT)

*The hourly rate(s) for other professional services, required by the use of subconsultants, separate consultants or subcontractors will be negotiated at the time a proposal for such service is required and submitted for approval. Subconsultants, separate consultants or subcontractors are required to provide the same level of detail in their proposals as described in this Contract.*

RFQ # 03-0-2018/JC

Firm's Name MBV Engineering, Inc.

THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA  
CONTINUING SERVICE CONTRACT FOR CIVIL ENGINEERING SERVICES

EXHIBIT C  
TRUTH-IN-NEGOTIATION CERTIFICATE

The wage rates and other factual unit costs supporting the compensation under the Contract between the School Board of Indian River County, Florida and MBV ENGINEERING, INC. dated FEBRUARY 7, 20 18 are accurate, complete and current as of the time of entering into the Contract. This Certificate is executed in Compliance with Section 287.055 (5) (a) of the Florida Statutes. DATED this 7<sup>th</sup> day of FEBRUARY, 20 18.

By: [Signature] (affiant's signature)

STATE OF FLORIDA)

ss:

COUNTY OF INDIAN RIVER) BEFORE ME, the undersigned authority, personally appeared

AARON BOWLES, VICE PRESIDENT  
(Name of affiant and title)

of MBV ENGINEERING, INC. who, after first being duly  
(Name of Consultant)

sworn, deposes and says that the foregoing Truth-In-Negotiation Certificate is true and correct to the best of his/her knowledge, information and belief.

SWORN TO AND SUBSCRIBED before me on this 7<sup>th</sup> day of FEBRUARY, 2018

By: AARON BOWLES [name of affiant].

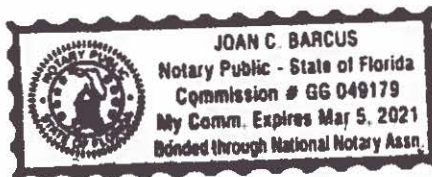
He/she is personally known to me \_\_\_\_\_; or has produced \_\_\_\_\_ as identification.

NOTARY'S SIGNATURE AND SEAL

[Signature]  
JOAN C. BARCUS

Type or Print Name

COMMISSION SEAL/NUMBER



RFQ # 03-0-2018/JC

Firm's Name MBV Engineering, Inc.

THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA  
CONTINUING SERVICE CONTRACT FOR CIVIL ENGINEERING SERVICES

EXHIBIT D

TASK ASSIGNMENT

**I. PURPOSE**

This is a Task Assignment to the **Continuing Service Contract for Civil Engineering Services** dated \_\_\_\_\_, 20\_\_\_\_ between the **School Board of Indian River County, Florida** and \_\_\_\_\_ (Consultant), and is hereby made a part thereof. The purpose of this Task Assignment is to specify the required services of the Consultant to provide Civil Engineering Services when and as authorized by the Owner's Project Representative, when deemed necessary.

**II. PROJECT/LOCATION**

Project Name \_\_\_\_\_ . Performance of services will be for \_\_\_\_\_ located at \_\_\_\_\_, Florida \_\_\_\_\_.

**III. PROJECT CONSTRUCTION BUDGET**

The Project Construction Budget as defined in Article 4.1 of the Contract is \$ \_\_\_\_\_

**IV. METHOD OF COMPENSATION**

The Consultant shall provide to the Owner's Project Representative a written proposal with a total not-to-exceed cost for services, to include a detailed breakdown of material and labor required to complete the Scope of Services detailed in this Task Assignment. All labor and material costs for each Continuing Service Project shall be complete and detailed, and shall include and identify, without limitation, the number of hours of work by title and responsibility of the workers/professionals performing the services, while adhering to the Unit Labor Rates in Exhibit B to this Continuing Service Contract.

- A. **Fees.** Compensation for all services, material, supplies, training and any other items or requirements necessary to complete the work shall be governed by the terms and conditions of the Contract Documents. For this Continuing Service Project, the Consultant

RFQ # 03-0-2018/JC

Firm's Name MBV Engineering, Inc.

shall be paid a total not-to-exceed fee of \_\_\_\_\_ Dollars (\$0.00) payable at the rates set forth in Exhibit B to this Continuing Service Contract and based on the Schedule of Progress Payments listed below. This total-not-to-exceed fee shall include \_\_\_\_\_ Dollars (\$0.00) for Basic Services and an additional \_\_\_\_\_ Dollars (\$0.00) for reimbursable expenses, as set forth in subparagraph B below. At no time shall fees exceed the amount of compensation set forth in this paragraph without a written and executed amendment to this Task Assignment or the Continuing Service Contract.

**B. Schedule of Progress Payments.**

(Sample Only- The Schedule of Progress Payments is to be negotiated)

- a. Task 1- Design Development- \$ \_\_\_\_\_
- b. Task 2- Construction Documents- \$ \_\_\_\_\_
- c. Task 3- Permitting and Bidding- \$ \_\_\_\_\_
- d. Task 4- Construction Administration- \$ \_\_\_\_\_
- e. Task 5- Project Closeout- \$ \_\_\_\_\_
- f. Reimbursable Expenses- \$ \_\_\_\_\_

**C. Reimbursable Expenses.** Reimbursable Expenses are in addition to compensation for Basic Services and Additional Services, if any, and include expenses incurred by the Consultant and the Consultant's employees. The reimbursable dollar amount is a not-to-exceed lump sum dollar allowance to cover printing costs, permitting, investigations, other costs associated with administering the Continuing Service Project, and for any additional the Owner requested design modifications not covered in the Scope of Services set forth in Exhibit A. To the extent that travel expenses constitute a Reimbursable Expense under the Contract, all expenses related to travel, including, without limitation, train tickets, mileage, and airfare, shall be subject to all laws, policies, and guidelines for the State of Florida, and shall be subject to the eligibility requirements and monetary limitations of this Contract. For the purpose of this Contract, the Consultant, including, without limitation, its subconsultants, separate consultants, subcontractors, agents, employees or representatives shall be deemed to be limited to the same extent as a School Board employee by the affirmations, laws, regulations, and rules that govern eligibility for travel reimbursement and amount of reimbursement.

**V. SCOPE OF SERVICES**

The Consultant's proposal, attached to this Task Assignment as Attachment 1, shall include a detailed Scope of Services specific to this Task Assignment. If the Scope of Services is precisely and correctly detailed in the Consultant's proposal, and the parties will rely on that description, then the description of the Scope of Services to be performed contained in the Consultant's attached proposal shall be deemed to be incorporated in this Task Assignment and made a part of this Contract.

## VI. TASKS

The Consultant's proposal shall include a detailed description of each Task to be completed under this task Assignment. If the Tasks are precisely and correctly detailed in the Consultant's proposal, and the parties will rely on that description, then the Tasks to be performed contained in the Consultant's attached proposal shall be deemed to be incorporated in this Task Assignment and made a part of this Contract.

## VII. CONSULTANT'S PROJECT SCHEDULE

This Task Assignment shall commence upon receipt of a Purchase Order, fully executed Task Assignment, and Notice to Proceed issued by the Owner and shall continue until the Scope of Services is completed in accordance with the Contract Documents and has been accepted by the Owner's Project Representative, and the Owner has approved final payment to the Consultant. The projected date for completion of services, per the Consultant's Project Schedule, is xx/xx/xxxx. The Consultant shall maintain the Consultant's Project Schedule based on the Schedule Milestones listed in Article 4.2.1 of the Contract, and as agreed-upon by the Consultant and Owner for this Continuing Service Project, which is attached to this Task Assignment as Attachment 1 (Consultant's Proposal). If the Consultant's Project Schedule is altered due to unforeseen delays, then the Consultant shall notify the Owner's Project Representative immediately in writing. Any extension to the Consultant's Project Schedule shall be negotiated, agreed-upon, and confirmed by a duly-executed written amendment to the Task Assignment signed by the Consultant and the Chief Facilities Officer, or higher authority, on behalf of the Owner. Failure to meet the scheduled completion date for the services to be rendered under this Contract may be grounds for termination for default. The inclusion of a projected or scheduled completion date is not intended to be, nor shall be construed as, an expiration date for this Task Assignment, and the Consultant shall be bound by the terms of the Contract and this Task Assignment until satisfactory completion of all required services in accordance with the Contract Documents.

## VIII. WARRANTY

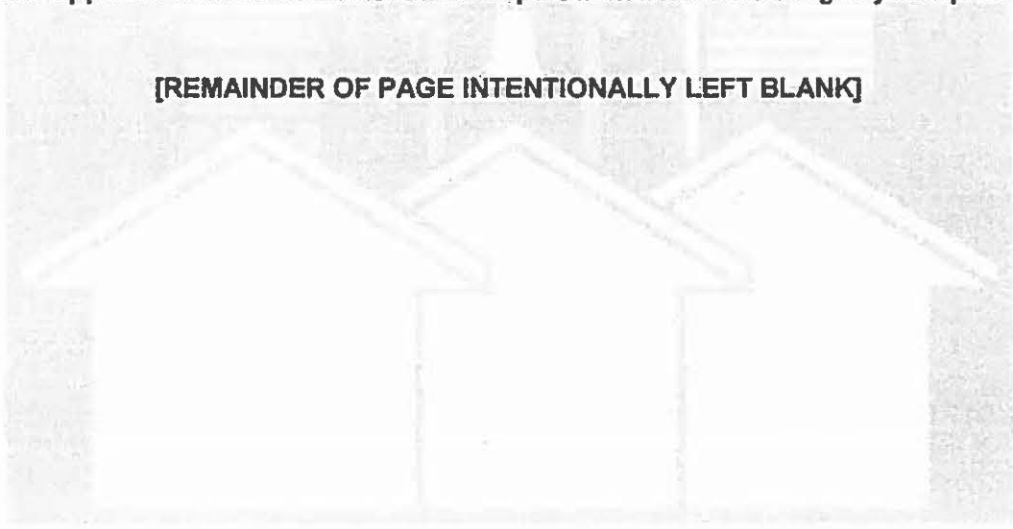
In addition to the representations set forth in Article 7 of the Contract, the Consultant warrants that the services identified in this Task Assignment will be performed with reasonable care in a diligent and competent manner and in accordance with generally-accepted professional standards. By this warranty, the Consultant agrees, and is obligated, to correct any services or deliverables provided that are not in conformance with the Contract Documents. If the Consultant cannot correct the non-conformance, the Consultant will refund to the Owner the amount paid to the Consultant for the portion of the services or deliverables that does not conform to this warranty and the Contract Documents. Pursuant to this warranty, the Owner will give the Consultant written notice within thirty (30) days after the nonconforming services are performed or, if applicable, the nonconforming deliverables are delivered. The notice will specify and detail the non-conformance and will designate a reasonable amount of time for the Consultant to correct the nonconformance, based on its severity and complexity. The Consultant does not warrant, and is not responsible for, any third-party products or services unless such third party is the Consultant's subconsultant, separate consultant, subcontractor, agent or affiliate.

**IX. CONSULTANT'S PROJECT TEAM MEMBERS**

The Consultant shall provide the name, title, and responsibility for each of the Consultant's and subconsultants', separate consultants' or subcontractors' employees proposed to complete the Scope of Services and Tasks identified in this Task Assignment.

All personnel listed in this Task Assignment or on the Consultant's attached proposal (Attachment 1) must be cleared before entering School Board property, pursuant to Sections 1012.465 and 1012.467, Florida Statutes. The Consultant's Project Team Members must cooperate with school personnel to provide suitable identification to demonstrate the prior approval of the Human Resource Department before entering any campus.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**



**IN WITNESS WHEREOF**, the above parties have executed this instrument by their undersigned representatives pursuant to the authority of their governing bodies as of the approval date set forth in this Task Assignment.

*(Insert appropriate signature block based on cost of Work to be completed.)*

*As per Article 10.1 of the Contract, if the total fee paid to the Engineer exceeds the threshold amount provided in Section 287.017 for CATEGORY FOUR, the Engineer shall execute a "Truth-in-Negotiation Certificate," stating the wage rates and other factual unit costs supporting compensation are accurate, complete, and current at the time of executing this Contract.*

| YEAR | FND | CNTR | PROJECT | FUNC | OBJT | PRG | S | AMOUNT |
|------|-----|------|---------|------|------|-----|---|--------|
|      |     |      |         |      |      |     |   |        |

Send required insurance certificates to the Purchasing Department.

New Vendors: Send completed Vendor Certification, W-9, and Vendor Information Forms to the Accounts Payable Department.

Consultant Contact Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_



**EXHIBIT B**

February 7, 2018

School District of Indian River County  
6055 62nd Avenue  
Vero Beach, FL 32967

Subject: Professional Engineering Fees

Current billing rates are as follows:

|                               |                |
|-------------------------------|----------------|
| Principal / Sr. Engineer II   | \$175 Per Hour |
| Sr. Engineer I                | \$150 Per Hour |
| Jr. Engineer                  | \$130 Per Hour |
| Sr. Technician/ Sr. Inspector | \$115 Per Hour |
| Jr. Technician/ Jr. Inspector | \$ 90 Per Hour |
| Administrative II             | \$ 80 Per Hour |
| Administrative I              | \$ 60 Per Hour |

If you should have any questions, please call.

Sincerely,



Aaron Bowles, P.E.  
Vice President

AB/jb

**This page intentionally left blank.**

**THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA  
AGREEMENT FORM FOR A CONTINUING SERVICE CONTRACT**

**CIVIL ENGINEERING SERVICES**

**THIS CONTINUING SERVICE CONTRACT** (the "Contract"), made by and between **THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA**, located at 6500 57<sup>th</sup> Street, Vero Beach, FL 32967 (hereinafter referred to as "School Board" or "Owner"), and **Schulke, Bittle & Stoddard, LLC**

(hereinafter referred to as "Consultant"), a corporation with its principal office located at **1717 Indian River Blvd., Suite 201, Vero Beach, FL 32960**.

**WHEREAS**, the School Board desires to obtain Civil Engineering Services for assigned projects within the School District (hereinafter referred to as "Continuing Service Projects") and issued RFQ # 03-0-2018/JC to find qualified professionals to fulfill the need for these services pursuant to Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act ("CCNA"); and

**WHEREAS**, the Term of the Contract is one (1) year after School Board approves the Contract, and School Board may, at its option, at a regular or special Board meeting, renew this Contract at the end of the Term for two additional renewal terms of one (1) year each for a maximum term of three (3) years, subject to, among other things, the availability of funds, unless otherwise terminated pursuant to Article 8; and

**WHEREAS**, School Board retains a Consultant, to perform the services described herein, and other required professional services on an "as needed" basis, as designated, authorized, and assigned by School Board, and School Board agrees to compensate Consultant for such services in accordance with this Contract; and

**WHEREAS**, it is the primary intent of this Contract to ensure that the Consultant is available to provide professional services, in accordance with prior, mutually agreed-upon conditions, and the School Board has complied with all requirements of the CCNA, in the selection of Consultant and in negotiations for this Contract; and

**NOW, THEREFORE**, School Board and Consultant, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

RFQ # 03-0-2018/JC

Firm's Name Schulke, Bittle & Stoddard, LLC

**ARTICLE 1: GENERAL CONTRACT PROVISIONS**

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

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

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

1.4 Contract Documents.

.4.1 The Contract Documents shall consist of this Contract; any addenda issued prior to execution of this Contract; any written modifications issued after execution of this Contract, including any amendments to this Contract; the designs, drawings, and specifications; the Request for Qualifications issued by the Owner and the Consultant's written responses thereto; and the following exhibits attached to this Contract:

- Exhibit A – Scope of Services
- Exhibit B – Unit Labor Rates
- Exhibit C – Truth-in-Negotiation Certificate
- Exhibit D – Task Assignment

Exhibits A through D are incorporated into this Contract by reference and shall be binding on the Consultant.

1.4.2 The term "Request for Qualifications Solicitation Document" as used herein refers to the Request for Qualifications ("RFQ") that was advertised by the Purchasing Department and subsequently led to the award of this Contract (03-0-2018/JC).

1.4.3 Conflicts in the Contract Documents. In the event of any conflict between the relevant Contract Documents, the documents shall be construed, and all conflicts shall be resolved, according to the following priorities:

RFQ # 03-0-2018/JC

Firm's Name Schulke, Bittle & Stoddard, LLC

|                 |   |
|-----------------|---|
| First Priority  | The Task Assignment (Exhibit D)   |
| Second Priority | Amendments to the designs, drawings, and specifications (later date to take precedence) |
| Third Priority  | The Contract  |
| Fourth Priority | Specifications and drawings   |
| Fifth Priority  | Consultant's responses to the RFQ   |
| Sixth Priority  | The RFQ   |

However, the parties specifically acknowledge that the terms and conditions in the Contract shall not be amended by any Contract Documents, unless otherwise agreed upon and expressly stated by the parties in writing in a duly-executed amendment to the Contract.

**ARTICLE 2: CONSULTANT'S RESPONSIBILITIES AND SCOPE OF SERVICES**

2.1 **Professional Services.** The Consultant agrees to furnish and perform professional services for the Continuing Service Project under the terms of the Contract Documents as follows:

2.1.1 **Basic Services.** The nature and scope of the Consultant's professional services are specified in Exhibit A – Scope of Services (hereinafter referred to as "Basic Services"). The Consultant agrees to furnish and perform professional services for each Continuing Service Project at a total construction cost to the Owner, which does not exceed the Project Construction Budget as defined in each Task Assignment (Exhibit D). The Consultant shall perform the Basic Services under this Contract to the satisfaction of the Owner's Project Representative.

2.1.2 **Additional Services.** The Consultant further agrees to furnish and perform professional services not included as Basic Services (hereinafter referred to as "Additional Services"), only if and when such Additional Services are specifically requested and authorized in writing by the Owner's Project Representative. Additional Services may only be performed after the Consultant has received a Purchase Order, fully-executed Task Assignment, or Amendment, and Notice to Proceed for such Additional Services. Consultant's fee for Additional Services will be computed in accordance with the hourly rates described in Exhibit B - Unit Labor Rates. If any Additional Services are provided by the Consultant's sub-consultants, separate consultants, or subcontractors, and such Additional Services consist of services for which the Consultant would be entitled to an additional fee if the Consultant had provided the services itself, then the Owner shall reimburse the Consultant for such actual reasonable amounts paid by Consultant to its sub-consultants, separate consultants, or subcontractors for such Additional Services, and the Consultant shall not be entitled to any additional fee or compensation costs.

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

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

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

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

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

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

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

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

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

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

2.2.3 Subconsultant, Separate Consultant, or Subcontractor Responsibilities. Any agreements entered into between Consultant and a subconsultant, separate consultant, or subcontractor for services to be completed on Continuing Service Projects shall incorporate the terms of this Contract. To the extent the services are to be performed by the subconsultant,

separate consultant, or subcontractor, that third party shall be bound by all provisions in this Contract, and shall assume toward the Consultant all of the obligations which the Consultant by this Contract assumes toward the Owner. The Consultant acknowledges that nothing herein shall in any way relieve the Consultant from any of its duties under this Contract.

2.2.4 Owner Consultants. The Consultant shall cooperate at all times with the Owner and shall cooperate and coordinate with any separate consultant or agent hired by the Owner. The Consultant shall incorporate the work product of any Owner-retained consultant in a manner which is appropriate or necessary to facilitate the design and construction of Continuing Service Projects within the project's budget and schedule. In the event the Owner so elects, and upon written mutual consent as evidenced by a Task Assignment to this Contract, the Consultant shall accept any assignment of any agreement or contract the Owner may have with any Owner-retained consultant.

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

### **ARTICLE 3: PROPOSAL REQUIREMENTS, FEES, AND PAYMENT**

3.1 Proposal Requirements. Based upon Unit Labor Rates (Exhibit B, Page 28) for a specific Continuing Service Project, the Consultant will provide the Owner's Project Representative with a detailed written proposal, which shall include a total not-to-exceed cost for services with a detailed breakdown of material and labor required to complete the Scope of Services identified in the Task Assignment (Exhibit D, Page 30). For purposes of this Contract, a Task is identified as a specific service or phase of work to be performed by the Consultant and its subconsultants, separate consultants, or subcontractors, which summarizes the scope of work to be completed and includes the detailed cost to complete.

3.1.1 The Consultant's proposal shall include a list of Tasks that accurately identifies and details the Scope of Services to be performed. All labor, material and equipment costs for each Continuing Service Project shall be broken down by Task, and shall be complete and detailed, and shall include and identify, without limitation, the number of hours of work by title and responsibility of each employee or professional performing each service, while adhering to the Unit Labor Rates (Exhibit B). The title and responsibility of the Consultant's employees must accurately reflect the type of service to be performed.

3.1.2 Schedule. The Consultant shall include in its proposal a comprehensive schedule for the successful and timely completion of its services, as well as those services provided by the Consultant's subconsultants, separate consultants, or subcontractors, for each Continuing Service Project (the "Consultant's Project Schedule"). The Consultant's Project Schedule will be agreed upon by the Owner and Consultant on a project-by-project basis and will be included in the Task Assignment (Exhibit D) for each Continuing Service Project. Once submitted and agreed upon by the Owner's Project Representative and the Consultant, the Consultant and its

subconsultants, separate consultants, and subcontractors will be bound by the Consultant's Project Schedule and will not deviate from it without prior written authorization from the Owner's Project Representative. Whether or not deviations from the Consultant's Project Schedule have been authorized by the Owner's Project Representative, the Consultant shall update the Consultant's Project Schedule as necessary to reflect Owner-approved changes or unavoidable deviations, and to indicate the probable impact of those deviations on the performance of the Consultant's services and the Continuing Service Project. However, nothing in this subparagraph is intended to be, nor shall be construed as, a waiver of the Owner's right to obtain full compliance by the Consultant with approved schedules.

3.2 Subconsultants, separate consultants, or subcontractors. The hourly rate(s) for other professional services required by the use of subconsultants, separate consultants, or subcontractors will be negotiated at the time a proposal for such services is required and submitted to the Owner's Project Representative for approval. Subconsultants, separate consultants, and subcontractors are required to provide the same level of detail in their proposals as described in paragraph 3.1 of this Contract.

3.3 Contract Sum. The Owner agrees to pay to the Consultant for Basic Services at a not-to-exceed fixed fee (the "Contract Sum"), as set forth in the Task Assignment (Exhibit D) and approved by the Owner. The Task Assignment shall set forth the appropriate fee structure for each completed Task. The fee structure and hourly rates may be revised only by written amendment to this Contract, duly-executed by both parties.

3.4 Reimbursable Expenses. The Owner shall pay the Consultant for certain reimbursable expenses (the "Reimbursable Expenses") as set forth in the Task Assignment (Exhibit D). Each request for reimbursement shall be accompanied by detailed, credible, and legible documentation indicating the project-related nature of the expense and the actual costs incurred.

3.5 Payment for Services Performed. For each Continuing Service Project, the Consultant shall be paid upon successful completion of each Task identified under the Schedule of Progress Payments in the Task Assignment (Exhibit D) and Purchase Order or, for Tasks that will take longer than one month to complete, by monthly payments based on the percentage of services completed for each Task at the time the Payment Application is submitted to the Owner's Project Representative.

3.5.1 Payment Applications must match the detailed description provided on the original proposal, the Purchase Order, and the Task Assignment (Exhibit D); shall be in a format approved by the Owner's Project Representative (Facilities Division Payment Requisition Form); and shall reflect in detail the services completed.

3.5.2 Payment Applications shall be invoiced either upon successful completion of each Task or, for Tasks that will take longer than one month to complete, monthly based on the percentage of services completed at the time the Payment Application is submitted to the Owner's Project Representative. To the extent that there is any disagreement between the Consultant and the Owner's Project Representative with respect to the percentage of services completed for any given Task represented on the Consultant's monthly Payment Application, then the Owner's



Project Representative and the Consultant will negotiate and agree upon the percentage of services completed without delaying the Consultant's work on the Continuing Service Project.

3.5.3 The Consultant expressly waives any right to payment for any Additional Services (as defined in paragraph 2.1.2 above) performed if the Consultant has not received prior written authorization for such services by the Owner's Project Representative, which would have resulted in the Consultant receiving a Purchase Order, a fully executed Task Assignment or Amendment and Notice to Proceed.

3.5.4 Final payment to the Consultant shall not be made by the Owner until the Original Work Product (as defined in paragraph 5.1.3 below) has been received and accepted by the Owner's Project Representative.

3.5.5 Payment will not be due from the Owner for any work that is performed without specific written authorization signed and approved by the Owner in the manner provided by this Contract, or other applicable rules, regulations, or law. The Owner shall not be responsible to pay for any services that are performed pursuant to the direction of a representative or employee of the School District of Indian River County if the amount charged exceeds the authority granted to that District employee or agent pursuant to the rules and procedures of the School Board of Indian River County, or Florida law.

3.5.6 The Unit Labor Rates (Exhibit B) may be revised only by written amendment to this Contract, agreed to and executed by both parties to this Contract.

**ARTICLE 4: PROJECT CONSTRUCTION BUDGET, CONSULTANT'S PROJECT SCHEDULE AND PROJECT MANAGEMENT**

4.1 Project Construction Budget. The Consultant acknowledges that the Owner has provided a Project Construction Budget, identified for each Continuing Service Project in the Task Assignment (Exhibit D). The Project Construction Budget is defined as the total budget identified for the construction of the Project. As identified in the Task Assignment (Exhibit D), the total Project Construction Budget consists of site development, building shells and interiors, site improvements, and any equipment that is included in the construction of the Project. The Consultant's work product, including without limitation, any designs, plans, and drawings, shall be designed to be constructed within the Project Construction Budget.

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

4.1.2 Cost Consultant. Although the Consultant is responsible for developing a design that meets the Project Construction Budget, the Owner may hire a Cost Consultant to verify costs on the Project. The Consultant shall cooperate with the Owner's Cost

Consultant by providing all necessary information for the preparation and updating of all estimates of construction costs throughout all phases of the Project.

4.2 Schedule. The Consultant shall commence Basic Services after both parties have executed this Contract and the Consultant has received a Purchase Order, fully-executed Task Assignment (Exhibit D), and Notice to Proceed issued by the Owner. The Consultant shall complete its services in accordance with the Consultant's Project Schedule, set forth in, and incorporated into this Contract by, Task Assignment (Exhibit D).

4.2.1 The parties agree that time is of the essence for each Task Assignment. The following is a sample of Schedule Milestones that will be negotiated and must be included with the Consultant's Proposal for each Continuing Service Project:

- a. First Design Meeting with Facilities Division Staff.
- b. 60% drawings and specifications submitted to Code Compliance for Plan Review.
- c. 100% drawings and specifications submitted to Code Compliance for Plan Review.
- d. Conformed Documents Complete.
- e. Construction Start
- f. Substantial Completion
- g. Final Completion
- h. 11 Month Warranty Walkthrough

4.2.2 Any changes to the Consultant's Project Schedule shall be agreed upon by the Consultant and the Owner's Project Representative and confirmed by a duly-executed written amendment to the Task Assignment.

4.2.3 The schedule for Additional Services, if any, shall be established by the Owner's Project Representative and included in a fully-executed amendment to this Contract.

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

**ARTICLE 5: DOCUMENTS**

5.1 **Ownership of Documents.** All plans, drawings, specifications, sketches, models, designs, artwork, programs, software, reports, photographs, or other tangible work product produced, originally-developed, or submitted to the Owner's Project Representative by Consultant pursuant to this Contract (hereinafter referred to as the "Original Work Product") are and shall remain the sole property of the Owner. Original Work Product shall include, but not be limited to, all computer-generated electronic documents (Computer-Aided Design Documents (CADD) and specifications).

5.1.1 **Owner's Rights.** The Owner shall have the right to use any and all Original Work Product. Consultant shall maintain a set of reproducible record prints of the Original Work Product. If subsequent usage by the Owner shall require further evidence of sealing requirements, Consultant shall make appropriate arrangements with the Owner for this purpose. The Owner shall have an irrevocable license or right to use, reproduce or make derivative works from these documents for any renovations, maintenance or remodeling of the Project. The Owner shall also have an irrevocable right to use and reproduce the image of the Project designed by the Consultant and to reproduce documents and data within the documents.

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

5.1.3 **Delivery of Original Work Product.** After final completion of each Continuing Service Project, the Consultant shall retrieve from the Contractor the as-built documents, created from field data collected during the course of the Continuing Service Project. The Consultant shall review the as-built documents for accuracy and then incorporate the original drawings, site changes and information taken from the as-built drawings into Record Drawings. The Consultant shall deliver the Original Work Product to the Owner's Project Representative upon Final Completion of the Continuing Service Project, unless, in the Owner's Project Representative's sole discretion, it is necessary for Consultant to retain possession of the Original Work Product for a longer period of time. CADD Record Drawings shall match the final printed as-built files to include all markups, notes, and revisions. Upon early termination of the Consultant's services, the Consultant shall deliver all Original Work Product to the Owner's Project Representative, complete or incomplete, within ten (10) calendar days of the effective date of the early termination.

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

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

5.2 Documents and Copies. For each Continuing Service Project, the Consultant shall provide the Owner's Project Representative with copies of all reports and other documents (except correspondence) prepared by the Consultant under this Contract. The copies shall be furnished as requested by the Owner's Project Representative, and as they are prepared and completed by the Consultant. The Consultant shall promptly furnish the copies to the Owner's Project Representative, along with a detailed invoice showing the Consultant's copy expenses, and the Owner shall pay the reasonable and agreed-upon cost for the reproduction.

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

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

(all foregoing hereinafter referred to as "records") to the extent necessary to permit evaluation and verification of: a) the Consultant's compliance with Contract requirements, b) compliance with the Owner's business ethics policies, and c) compliance with provisions for pricing amendments to this Contract and invoices or claims submitted by the Consultant or his payees.

5.3.2 The Consultant shall make it a condition of all subcontracts related to the rendering of professional services under this Contract that any and all subconsultants, separate consultants, and subcontractors will keep accurate records of costs incurred and items billed in connection with their work, and that such records shall be open to audit by the Owner or its authorized representatives during performance of such services and until five (5) years after its completion, in accordance with this Article 5.3 and all related subparagraphs. If the Consultant receives notification of a dispute or the commencement of litigation regarding any services performed for Continuing Service Projects under this Contract within this five-year period, then the Consultant shall notify any and all subconsultants, separate consultants, and subcontractors to continue to maintain all project records in accordance with this Article, and all related subparagraphs, until final resolution of the dispute or litigation or until the expiration of the five-year period, whichever is later.

5.3.3 Upon seven (7) calendar days' written notice, from the date of this Contract to the last date described in this Article, the Consultant shall provide to the Owner or its authorized representative(s) all records covered in paragraph 5.3.1 above that are requested by the Owner. If the provided records require further review or support, the Owner and its authorized representative(s) shall be entitled to inspect, examine, review and copy the Consultant's records at the Owner's reasonable expense, with adequate workspace at the Consultant's facilities. Such rights to inspect, examine, review and copy shall extend to the records and documentation of subconsultants, separate consultants, and subcontractors. Failure by the Consultant to supply substantiating records shall be reason to exclude or recover the related costs from amounts which might otherwise be payable by the Owner to the Consultant pursuant to this Contract.

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

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

**ARTICLE 6: INSURANCE REQUIREMENTS**

6.1 Pursuant to Board Policy 8710.01, firms providing "professional services," as defined in the Consultants' Competitive Negotiations Act, that are selected by the School Board to complete construction projects or conduct planning activities that exceed the thresholds stated in F.S. 287.055(3)(a)(1) and 287.017 shall carry and maintain the required insurance during the period they are performing such services and thereafter as stipulated below:

**A. Professional Liability Insurance**

1. Coverage shall be in limits not less than \$1,000,000.00 per occurrence or an annual aggregate limit of \$3,000,000.00 covering negligent errors, omissions, or acts, with a per occurrence deductible not to exceed \$5,000.00 or five percent (5%) of the estimated professional fee or as approved by the Superintendent. Such coverage shall be maintained for a period of three (3) years after the date of final payment to the architect or engineer. If such insurance is based upon a "claims made" policy, prior to the services being performed, the architect or engineer shall provide to the Board satisfactory proof that extended reporting period coverage is available if the architect or engineer should cancel such coverage within three (3) years after the date of final payment to the architect or engineer. For specific projects, when recommended by the Superintendent, the Board may require higher limits.
2. When in the District's best interest and upon the recommendation of the Superintendent, the architect or engineer may obtain and carry non-cancelable project-specific professional liability insurance during the design and construction of the project and for a three (3) year discovery period thereafter. This insurance shall also provide for the owner's defense, if named with the architect or engineer in any claim covered under the policy.

- B. Commercial General Liability Insurance (including Blanket Contractual Liability and Completed Operations, Explosion, Collapse, and Underground Hazards)** in limits of not less than \$1,000,000.00 per occurrence and a \$3,000,000.00 aggregate, with no deductible, covering personal injury, bodily injury, and property damage. The Products and Completed Operations portions of the general liability shall extend for a period of two (2) years after the final acceptance of the project by the District. The policies shall name the District, its Board members, and staff as additional insureds as their interests may appear under this agreement and the insurers shall agree to waive all rights of subrogation against the District and each individual member of the Board and staff. Additional Insured Endorsement CG2026 shall be endorsed naming the Board.

- C. Comprehensive Automobile Liability Insurance (including hired and owned vehicles, if any) in limits of not less than \$1,000,000.00 per occurrence, covering personal injury, bodily injury, and property damage.
- D. Worker's Compensation Insurance in compliance with F.S. Chapter 440 with employer's liability coverage of not less than \$1,000,000.00 per occurrence.
- E. Valuable papers and records insurance in an amount of not less than \$50,000.00 per occurrence, with no deductible, to assure the substantial restoration of any plans, drawings, or other similar data related to the architect's or engineer's services which are in the area, custody, or control of the architect or engineer.
- F. A Letter of Insurability or Certificate of Insurance evidencing that all of the above insurance is in force shall be furnished to the Board before any services are performed, at all renewal times, and shall require written notification to the Board at least thirty (30) days prior to any cancellation, termination, non-renewal, or modification. All insurance shall be with insurers authorized to do business in Florida and shall be rated at least AV by Best's Key Rating Guide. If the architect or engineer fails to provide or otherwise maintain the required insurance, the Board may purchase the insurance and hold the architect or engineer responsible for the cost thereof.
- G. The Superintendent may recommend that the Board enter an agreement with lower limits of coverage when the standard coverage required by this policy may be commercially unavailable for a particular undertaking, or when the amount of the professional fee may not justify the extent of coverage otherwise required by this policy. In such cases, the Superintendent or designee will recommend that the specifications and requirements for the project shall include the modified levels of insurance coverage and limits of liability for the specific project that will waive the standard insurance limits specified in this policy.

## **ARTICLE 7: CONSULTANT'S REPRESENTATIONS**

7.1 Representations. The Consultant hereby represents to the Owner that:

7.1.1 It has the experience and skill to perform the services required to be performed by this Contract. It shall provide and employ, in connection with the performance of such services, personnel qualified and experienced in their profession; it being understood that the Owner's Project Representative may at any time require the Consultant to remove, and the Consultant and shall immediately remove, any person employed in connection with the performance of services under this Contract who in the opinion of the Owner's Project Representative or the Owner is unfit for the proper performance of his/her duties.

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

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

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

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

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

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

7.1.8 The Consultant's services will meet the highest professional standards in preparation of all Construction Documents.

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



the Construction documents or defects in construction of the Continuing Service Project. The Owner will be a third party beneficiary of any subconsultant or subcontractor contract, and all third party contracts will require the same professional error and omissions insurance, and commercial general liability insurance required of the Consultant.

**7.3 Indemnity and Hold Harmless.** The Consultant shall hold harmless and indemnify the Owner, its agents, and employees from and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses, or expenses of any nature whatsoever arising directly or indirectly from or out of any negligent act or omission of the Consultant, its subconsultants, separate consultants, or subcontractors and their officers, directors, agents, or employees, any failure of the Consultant to perform its services under this Contract in accordance with generally-accepted professional standards, any breach by the Consultant of its obligations and duties to perform under this Contract, any breach of the Consultant's representations made in this Contract, and the failure of performance of any product or service furnished by the Consultant under this Contract. This hold harmless and indemnification provision shall include a duty to defend the Owner and to pay all reasonable attorneys' fees and expenses, including administrative and on appeal, incurred by the Owner in the defense of any matter covered by this provision. This hold harmless and indemnity is made notwithstanding the Owner's ownership of, and rights to, the Original Work Product. The provisions of this paragraph shall survive the termination or expiration of this Contract. The parties acknowledge that the Contract Sum includes \$100.00 to be paid by the Owner to the Consultant as part of the Owner's first payment to the Consultant as consideration for this indemnification. This indemnity shall not be deemed to include matters which may be caused or result from an act or omission of the Owner. Nothing in this Contract shall be interpreted or construed as an agreement on the part of the Owner to indemnify or hold harmless any party, including, but not limited to, the Consultant, its employees, agents, representatives, the Architect, Construction Manager, subconsultants, subcontractors, trade contractors, or all other lower tier contractors (sub-subcontractors). Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. Nothing in this Contract is intended to be, nor shall be construed as, an extension of liability beyond the statutory limitations of liability set forth in Section 768.28, Florida Statutes.

**7.4 Prohibition against Contingent Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that the Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm other than bona fide employees working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the Owner shall have the right to terminate this Contract without liability and, at its discretion, deduct from the Contract Sum, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

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

**ARTICLE 8: TERMINATION, SUSPENSION, AND ABANDONMENT**

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

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

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

8.1.3 If the Continuing Service Project is suspended or terminated without cause, the Owner shall pay to the Consultant only that portion of the Contract Sum which has become due and payable to the Consultant under the Contract. In the event that the Contract is suspended or terminated before the Consultant has completed all services under an identified Task, then the Owner shall pay to the Consultant a negotiated fee taking into consideration the percentage of services completed under that Task, with the understanding that no payment made to the Consultant shall exceed the total fee that would have become due and payable to the Consultant had the Task been completed prior to suspension or termination of the Contract.

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

8.2 Abandonment or Suspension. If the Owner suspends or abandons the Continuing Service Project, the Owner shall pay all fees and Reimbursable Expenses which have become due and payable to the Consultant pursuant to the related Task Assignment (Exhibit D). The Consultant shall not be entitled to lost profits for uncompleted work. Payment shall be made for that portion of the work that the Consultant completed prior to the abandonment or suspension, and the Owner

shall have no further obligation to the Consultant for the payment of any other fees, unless and until the Continuing Service Project is resumed by the Owner.

8.3 Resumption. If the Owner chooses to resume the Continuing Service Project, the Consultant, at the option of the Owner, shall complete its services under the Task Assignment (Exhibit D), and it shall be entitled to payment of any remaining unpaid fees in accordance with the terms of this Contract to be payable at the times and in the manner specified in this Contract. In no event will any fee or part thereof become due or payable to the Consultant unless and until the Consultant has attained and completed that stage of work where the same would be due and payable under the terms of this Contract. When the Consultant receives a notice from the Owner that the suspension has been canceled, the Consultant shall perform all services remaining under the related Task Assignment and, by amendment to the Task Assignment, it shall be entitled to an extension of time equal to the period of the suspension. If the Continuing Service Project is resumed within 365 days of the date it was abandoned or suspended, the fees payable to the Consultant shall be equal to the amounts due under the Task Assignment not previously paid by the Owner to the Consultant and shall be based on the amounts provided in Unit Labor Rates (Exhibit B). If the Continuing Service Project is resumed more than 365 days after the date of its abandonment or suspension, then, upon the Consultant's written request, the Task Assignment may be amended to reflect any escalation in the cost of equipment, material or labor. Any adjustments to the Contract Sum based on equipment, material, or labor escalations will be negotiated between the Consultant and the Owner's Project Representative, and will be submitted to the Owner for approval of the amendment to the Task Assignment.

#### **ARTICLE 9: SPECIAL PROVISIONS**

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

9.1.1 The Consultant shall execute and furnish to the Owner's Project Representative a "Truth-in-Negotiation Certificate," stating the wage rates and other factual unit costs supporting compensation are accurate, complete, and current at the time of executing this Contract and any amendment to this Contract. The original price and any additions thereto shall be adjusted to exclude any significant sums by which the District determines the Contract amount was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs, and that such original Contract adjustments shall be made within one year following the end of the Contract and any amendment to this Contract.

9.1.2 The "Truth-in-Negotiation Certificate" is Exhibit C, Page 29.

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

9.2 Public Entity Crime Information Statement and Debarment. Section 287.133(2)(a) of the Florida Statutes states: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a

contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or the consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

9.2.1 By signing this Contract, the Consultant represents and certifies, to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency, as defined by each Federal Agency's codification of the Governmentwide Debarment and Suspension Common Rule for Nonprocurement, and do not appear on the Excluded Parties List System, as defined in 48 CFR 2.101;
- b. Have not, within a five-year period preceding the issuance of the Request for Qualifications ("RFQ") that led to the award of this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- c. Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b);
- d. Have not, within a five-year period preceding the issuance of the RFQ that led to the award of this Contract, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. Are not presently, nor have been within the last three (3) years, listed on the convicted vendor list.

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

9.3 Background Check. The Consultant agrees to comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct

contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the Owner. This background screening will be conducted by the Owner in advance of the Consultant or its personnel providing any services under the conditions described in the previous sentence. The Consultant shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Consultant and its personnel. The parties agree that the failure of the Consultant to perform any of the duties described in this section shall constitute a material breach of this Contract entitling the Owner to terminate immediately with no further responsibilities or duties to perform under this Contract. The Consultant agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from the Consultant's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. The Consultant shall require each of the Consultant's subconsultants, separate consultants, and subcontractors on the Continuing Service Projects to agree, in writing, to the provisions of this paragraph.

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

9.5 Compliance with Federal Grant Requirements. If made applicable by the use of Federal Grant Funds in the Continuing Service Project or any other requirement as set out below, the Consultant and its subconsultants, separate consultants, and subcontractors shall comply with all applicable Federal rules, regulations and orders, including but not limited to:

- a. Executive Order 11246 of September 24, 1965, entitle "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees.)
- b. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented in Department of Labor regulations (29 CFR part 3).
- c. Davis-Bacon Act (40 U.S.C. 3141 et seq.), as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation.)

- d. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers.)
- e. All applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.)
- f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

9.6 Public Records Act/Chapter 119 Requirements. The Consultant agrees to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided, by doing the following:

- a. The Consultant and its subconsultants, separate consultants, or subcontractors shall keep and maintain public records that ordinarily and necessarily would be required by the School Board in order to perform the service;
- b. The Consultant and its subconsultants, separate consultants, or subcontractors shall provide the public with access to such public records on the same terms and conditions that the School Board would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. The Consultant and its subconsultants, separate consultants, or subcontractors shall ensure that public records that are exempt or that are confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law; and
- d. The Consultant and its subconsultants, separate consultants, or subcontractors shall meet all requirements for retaining public records and transfer to the School Board, at no cost, all public records in possession of the Consultant and its subconsultants, separate consultants, or subcontractors upon termination of the Contract and shall destroy any duplicate public records that are exempt or that are confidential and exempt from the public records disclosure requirements. All records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board.

The parties agree that if the Engineer and its subconsultants, separate consultants, or subcontractors fail to comply with the above requirement shall result in the immediate termination of this Contract without penalty to the School Board. Further, the Engineer shall fully indemnify and hold harmless the School Board, its officers, agents and employees from any liability and/or

damages, including attorney's fees through any appeals, resulting from Engineer's failure to comply with these requirements.

#### **ARTICLE 10: MISCELLANEOUS PROVISIONS**

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

10.2 **Gender.** Unless the context clearly indicates to the contrary, pronouns having a neuter, masculine, or feminine gender shall be deemed to include the others.

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

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

10.5 **Captions.** The captions used for sections in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or the intent of this Contract or any Article or Section thereof.

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

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

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

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

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

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

10.12 Waiver. No consent or waiver, express or implied, by either party to this Contract to or of any breach or default by another in the performance of any obligations shall be deemed or construed to be consent or waiver to or of any other breach or default by that party. Except as otherwise provided in this Contract, failure on the part of any party to complain of any act or failure to act by another party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of the rights of that party.

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

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

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

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

10.17 Owner Transfer of Interest. If the Owner conveys its interest in the Continuing Service Projects to a third party, any rights which the Owner may have against the Consultant arising from or in connection with this Contract shall automatically transfer to such third party without the necessity of a written document or consent from the Consultant.



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

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

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

10.21 No Waiver of Sovereign Immunity. Nothing in this Contract is intended to serve, nor should be construed, as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. Nothing in this Agreement is intended to be, nor shall be construed as, an extension of liability beyond the statutory limitations of liability set forth in Section 768.28, Florida Statutes.

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

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

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

10.25 Force Majeure. With regard to performance under this Contract, a party shall not be deemed to be in default of this Contract, or have failed to comply with any term or conditions of this Contract, if, for reasons beyond the parties reasonable control, including, without limitation acts of God, natural disaster, labor unrest, war, declared or undeclared, the existence of injunctions or requirements for obtaining licenses, easements, permits or other compliance with applicable laws, rules and regulations, such performance is not reasonably possible within such

time periods. In the event that any such reasons or conditions occur making performance not reasonably possible within the time periods set forth in this Contract, then the time for such performance shall be extended until removal of such reasons beyond the parties reasonable control, provided that the party commences such performance as soon as reasonably possible thereafter and diligently pursues such performance.

10.26 Evaluations. The Consultant will be evaluated by the Owner's Project Representative during the Contract Term at intervals established by the Chief Facilities Officer and at the end of each assigned Continuing Service Project. The evaluation results may be considered in measuring the Consultant's past performance and may be included in the review process for future solicitations for the consultant services. A copy of the evaluation(s) will be provided to the Consultant upon request.

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

Owner: School Board of Indian River County, FL  
Attn: Superintendent, Mark J. Rendell, Ed.D  
6500 57<sup>th</sup> Street  
Vero Beach, FL 32967

|             |              |  |
|-------------|--------------|--|
| Consultant: | Firm Name    | <u>Schulke, Bittle &amp; Stoddard, LLC</u> |
|             | Contact Name | <u>Mr. Joseph W. Schulke, P.E.</u>         |
|             | Address      | <u>1717 Indian River Blvd., Suite 201</u>  |
|             | Telephone:   | <u>772-770-9622</u>                        |
|             | Fax:         | <u>772-770-9496</u>                        |

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.

RFQ # 03-0-2018/JC

Firm's Name Schulke, Bittle & Stoddard, LLC

IN WITNESS WHEREOF, the above parties have executed this instrument by their undersigned representatives pursuant to the authority of their governing bodies as of the approval date set forth in this Contract.

Schulke, Bittle & Stoddard, LLC

Name of Firm

The School Board of Indian River County FL

By:

Signature

Signature of Chairman

Printed Name

Mr. Shawn Frost

Typed/Printed Name of Chairman

Date

Date

1717 Indian River Blvd., Suite 201

Address

6500 57<sup>th</sup> Street

Vero Beach, FL 32960

Vero Beach, FL 32967

772-770-9622

Telephone Number

772-770-9496

Fax Number

jschulke@sbsengineers.com

Email Address

593670026

FEIN Business

SS# Individual

RFQ # 03-0-2018/JC

Firm's Name Schulke, Bittle & Stoddard, LLC

**THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA**  
**CONTINUING SERVICE CONTRACT FOR CIVIL ENGINEERING SERVICES**

**EXHIBIT A**

**DESCRIPTION OF SERVICES**

The Consultant shall provide the School Board of Indian River County with Civil Engineering Services for Projects Valued Less than \$2,000,000.00 and or Studies when Professional Service Fees do not exceed \$200,000.00. Anticipated services may include, but not be limited to the following:

**The scope of work will be identified on a project basis and will vary depending on project needs. The scope may involve all phases of project development and may include and not be limited to the following:**

**1. Preliminary Services**

- a. Confirm School District's goals and objectives through meetings/workshops.
- b. Conduct field survey to evaluate non-concealed conditions and concealed conditions to fullest extent possible without performing destructive activities.
- c. Prepare site plans in latest version of AutoCAD, preliminary layouts, estimates of probable costs and alternatives as requested.
- d. Support School Board in obtaining geotechnical services and survey services necessary for the required scope of work. In some cases survey may be provided by the School Board.
- e. Review existing plans and/or As-Built Documents archived by School Board.
- f. Review maintenance logs and interview appropriate School Board staff.
- g. Prepare engineering and/or architectural details and calculations.
- h. Present alternatives and provide recommendations and analyses of the advantages and/or disadvantages of each.
- i. Deliverables as identified by individual task orders.

**2. Schematic Design through Construction Documents**

- a. Prepare engineering/architectural designs, calculations, plans, specifications, cost estimate and contract bidding documents in compliance with the most recent edition of the School Board Design Criteria.
- b. Prepare Specifications and general provisions in Microsoft Word fully coordinated with the School District Design Criteria, Owner/Contractor Contract and related Bid/Front End Documents to be utilized bidding and construction.
- c. Undertake coordination with local ordinances municipal agreements/requirements, and authorities having jurisdiction over project.
- d. Further develop field survey documentation to evaluate non-concealed conditions and concealed conditions to fullest extent possible without performing destructive activities.
- e. The School Board shall typically review the work product and Construction Documents at the preliminary stage, sixty percent (60%); ninety percent (90%) and final stage, or as specified by specific task order or as is deemed necessary by the School Board.
- f. All project calculations, supporting/reference information, correspondence, photos, Microsoft Office files, etc. shall be provided to School Board with the final submittal or upon request.
- g. Drawings shall be prepared in standard engineering/architectural scale using the latest version of AutoCAD or as directed by the School Board.
- h. Coordinate phasing delineations and requirements with Construction Manager/Contractor.

- i. Work with Construction Manager/Contractor to develop schematic phase, design development phase and Final Construction Document phase Opinions of Construction Value.
  - j. All project AutoCAD files (i.e. drawing, x-refs, blocks, fonts, pen styles, etc.) shall be provided to the School Board on CD, DVD format or via email at the discretion of the School Board.
  - k. Deliverables at each phase as identified by individual task orders.
- 3. Permits**
- a. Assist the School Board in obtaining necessary approvals and permits as required.
  - b. Deliverables as identified by individual task orders.
- 4. Bidding Construction Documents**
- a. Assist the School Board in answering bidder's questions, attend pre-bid conferences, job walks, and perform constructability review of own plans and specifications at the discretion of School Board Staff.
  - b. Develop addenda to address required changes to bid documents.
  - c. Assist Owner/Construction Manager with bid review and recommendation for contract awards.
- 5. Construction Administration**
- a. Attend pre-construction meeting and project progress meetings at the discretion of School Board staff.
  - b. Assist the School Board and Construction Manager/Contract Administrator with interpretation of plans and specifications, analysis of changed conditions, development of corrective action, review of shop drawings and provide "peer review" of other submittals at the discretion of School Board Staff.
  - c. Provide periodic problem solving.
  - d. Provide periodic construction observations/inspections.
  - e. Review and approve Contractor Application for Payment
  - f. Develop substantial completion punch list.
  - g. Perform final inspection and punch list completion verification.
  - h. Assist owner with obtaining and review all project closeout documentation.
  - i. Undertake post-occupancy warranty walk through at time frame identified by owner.

Project scopes may include activities and tasks relating to new and existing site improvements and modifications for projects entailing new construction, remodeling, renovation, playgrounds, storm water, utilities, bus/vehicle ramps and circulation, life safety, fire access, and maintenance/repair projects.

**THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA**  
**CONTINUING SERVICE CONTRACT FOR CIVIL ENGINEERING SERVICES**  
**EXHIBIT B**

**UNIT LABOR RATES**

The Consultant shall list all Unit Labor Rates to be referred to when proposing services for each Continuing Service Project assigned by the School Board of Indian River County, Florida. The Unit Labor Rates shall include, but not be limited to, services required to support the Scope of Services Identified in Exhibit A and shall correspond with the detailed Tasks set forth in Exhibit D – Task Assignment.

**Fees for Basic Services and, when approved in writing by the Owner's Project Representative, for Additional Services shall be inclusive of all overhead of the Consultant, and shall be reimbursed at the following hourly rates:**

**Title**

**Hourly Rate**

**(SEE ATTACHMENT)**

*The hourly rate(s) for other professional services, required by the use of subconsultants, separate consultants or subcontractors will be negotiated at the time a proposal for such service is required and submitted for approval. Subconsultants, separate consultants or subcontractors are required to provide the same level of detail in their proposals as described in this Contract.*

RFQ # 03-0-2018/JC

Firm's Name Schulke, Bittle & Stoddard, LLC

JOSEPH W. SCHULKE, P.E.  
JODAH B. BITTLE, P.E.  
WILLIAM P. STODDARD, Ph.D., P.E.

# SCHULKE, BITTLE & STODDARD, L.L.C.

CIVIL & STRUCTURAL ENGINEERING • LAND PLANNING • ENVIRONMENTAL PERMITTING

## Exhibit B Unit Labor Rates

| <u>Personnel</u>         | <u>Hourly Rate</u> |
|--------------------------|--------------------|
| Principal                | \$200.00           |
| Project Manager/Engineer | \$150.00           |
| Design Tech              | \$120.00           |
| Construction Manager     | \$ 85.00           |
| Draftsman                | \$ 85.00           |
| Inspector                | \$ 75.00           |
| Clerical                 | \$ 60.00           |

1717 INDIAN RIVER BLVD., SUITE 201, VERO BEACH, FLORIDA 32960  
TEL 772 / 770-9622 FAX 772 / 770-9496 EMAIL info@sbsengineers.com  
Certification of Authorization No: 00008668

THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA  
CONTINUING SERVICE CONTRACT FOR CIVIL ENGINEERING SERVICES

EXHIBIT C  
TRUTH-IN-NEGOTIATION CERTIFICATE

The wage rates and other factual unit costs supporting the compensation under the Contract between the School Board of Indian River County, Florida and SCHULKE, BITTLE & STODDARD, LLC dated 2/8, 20 18 are accurate, complete and current as of the time of entering into the Contract. This Certificate is executed in Compliance with Section 287.055 (5) (a) of the Florida Statutes. DATED this 8 day of FEBRUARY, 20 18.

By: [Signature] (affiant's signature)  
STATE OF FLORIDA) JOSEPH SCHULKE  
MANAGING MEMBER

SS: COUNTY OF INDIAN RIVER) BEFORE ME, the undersigned authority, personally appeared JOSEPH SCHULKE, MANAGING MEMBER  
(Name of affiant and title)  
of SCHULKE, BITTLE & STODDARD, LLC  
(Name of Consultant) who, after first being duly

sworn, deposes and says that the foregoing Truth-In-Negotiation Certificate is true and correct to the best of his/her knowledge, information and belief.

SWORN TO AND SUBSCRIBED before me on this 8 day of February, 20 18

By: Joseph W. Schulke [name of affiant].

He/she is personally known to me ✓; or has produced \_\_\_\_\_ as identification.

NOTARY'S SIGNATURE AND SEAL  
[Signature]  
Lauren F Hamilton  
Type or Print Name



COMMISSION SEAL/NUMBER

RFQ # 03-0-2018/JC

Firm's Name Schulke, Bittle & Stoddard, LLC



THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA  
CONTINUING SERVICE CONTRACT FOR CIVIL ENGINEERING SERVICES

EXHIBIT D

TASK ASSIGNMENT

**I. PURPOSE**

This is a Task Assignment to the **Continuing Service Contract for Civil Engineering Services** dated \_\_\_\_\_, 20\_\_\_\_ between the **School Board of Indian River County, Florida** and \_\_\_\_\_ (Consultant), and is hereby made a part thereof. The purpose of this Task Assignment is to specify the required services of the Consultant to provide Civil Engineering Services when and as authorized by the Owner's Project Representative, when deemed necessary.

**II. PROJECT/LOCATION**

Project Name \_\_\_\_\_ . Performance of services will be for \_\_\_\_\_ located at \_\_\_\_\_, Florida \_\_\_\_\_.

**III. PROJECT CONSTRUCTION BUDGET**

The Project Construction Budget as defined in Article 4.1 of the Contract is \$ \_\_\_\_\_

**IV. METHOD OF COMPENSATION**

The Consultant shall provide to the Owner's Project Representative a written proposal with a total not-to-exceed cost for services, to include a detailed breakdown of material and labor required to complete the Scope of Services detailed in this Task Assignment. All labor and material costs for each Continuing Service Project shall be complete and detailed, and shall include and identify, without limitation, the number of hours of work by title and responsibility of the workers/professionals performing the services, while adhering to the Unit Labor Rates in Exhibit B to this Continuing Service Contract.

- A. **Fees.** Compensation for all services, material, supplies, training and any other items or requirements necessary to complete the work shall be governed by the terms and conditions of the Contract Documents. For this Continuing Service Project, the Consultant

RFQ # 03-0-2018/JC

Firm's Name Schulke, Bittle & Stoddard, LLC

shall be paid a total not-to-exceed fee of \_\_\_\_\_ Dollars **(\$0.00)** payable at the rates set forth in Exhibit B to this Continuing Service Contract and based on the Schedule of Progress Payments listed below. This total-not-to-exceed fee shall include \_\_\_\_\_ Dollars **(\$0.00)** for Basic Services and an additional \_\_\_\_\_ Dollars **(\$0.00)** for reimbursable expenses, as set forth in subparagraph B below. At no time shall fees exceed the amount of compensation set forth in this paragraph without a written and executed amendment to this Task Assignment or the Continuing Service Contract.

**B. Schedule of Progress Payments.**

**Sample Only- The Schedule of Progress Payments is to be negotiated)**

- a. **Task 1- Design Development-** \$ \_\_\_\_\_
- b. **Task 2- Construction Documents-** \$ \_\_\_\_\_
- c. **Task 3- Permitting and Bidding-** \$ \_\_\_\_\_
- d. **Task 4- Construction Administration-** \$ \_\_\_\_\_
- e. **Task 5- Project Closeout-** \$ \_\_\_\_\_
- f. **Reimbursable Expenses-** \$ \_\_\_\_\_

**C. Reimbursable Expenses.** Reimbursable Expenses are in addition to compensation for Basic Services and Additional Services, if any, and include expenses incurred by the Consultant and the Consultant's employees. The reimbursable dollar amount is a not-to-exceed lump sum dollar allowance to cover printing costs, permitting, investigations, other costs associated with administering the Continuing Service Project, and for any additional the Owner requested design modifications not covered in the Scope of Services set forth in Exhibit A. To the extent that travel expenses constitute a Reimbursable Expense under the Contract, all expenses related to travel, including, without limitation, train tickets, mileage, and airfare, shall be subject to all laws, policies, and guidelines for the State of Florida, and shall be subject to the eligibility requirements and monetary limitations of this Contract. For the purpose of this Contract, the Consultant, including, without limitation, its subconsultants, separate consultants, subcontractors, agents, employees or representatives shall be deemed to be limited to the same extent as a School Board employee by the affirmations, laws, regulations, and rules that govern eligibility for travel reimbursement and amount of reimbursement.

**V. SCOPE OF SERVICES**

The Consultant's proposal, attached to this Task Assignment as Attachment 1, shall include a detailed Scope of Services specific to this Task Assignment. If the Scope of Services is precisely and correctly detailed in the Consultant's proposal, and the parties will rely on that description, then the description of the Scope of Services to be performed contained in the Consultant's attached proposal shall be deemed to be incorporated in this Task Assignment and made a part of this Contract.

## VI. TASKS

The Consultant's proposal shall include a detailed description of each Task to be completed under this task Assignment. If the Tasks are precisely and correctly detailed in the Consultant's proposal, and the parties will rely on that description, then the Tasks to be performed contained in the Consultant's attached proposal shall be deemed to be incorporated in this Task Assignment and made a part of this Contract.

## VII. CONSULTANT'S PROJECT SCHEDULE

This Task Assignment shall commence upon receipt of a Purchase Order, fully executed Task Assignment, and Notice to Proceed issued by the Owner and shall continue until the Scope of Services is completed in accordance with the Contract Documents and has been accepted by the Owner's Project Representative, and the Owner has approved final payment to the Consultant. The projected date of completion of services, per the Consultant's Project Schedule, is xx /xx/ xxxx. The Consultant shall maintain the Consultant's Project Schedule based on the Schedule Milestones listed in Article 4.2.1 of the Contract, and as agreed-upon by the Consultant and Owner for this Continuing Service Project, which is attached to this Task Assignment as Attachment 1 (Consultant's Proposal). If the Consultant's Project Schedule is altered due to unforeseen delays, then the Consultant shall notify the Owner's Project Representative immediately in writing. Any extension to the Consultant's Project Schedule shall be negotiated, agreed-upon, and confirmed by a duly-executed written amendment to the Task Assignment signed by the Consultant and the Chief Facilities Officer, or higher authority, on behalf of the Owner. Failure to meet the scheduled completion date for the services to be rendered under this Contract may be grounds for termination for default. The inclusion of a projected or scheduled completion date is not intended to be, nor shall be construed as, an expiration date for this Task Assignment, and the Consultant shall be bound by the terms of the Contract and this Task Assignment until satisfactory completion of all required services in accordance with the Contract Documents.

## VIII. WARRANTY

In addition to the representations set forth in Article 7 of the Contract, the Consultant warrants that the services identified in this Task Assignment will be performed with reasonable care in a diligent and competent manner and in accordance with generally-accepted professional standards. By this warranty, the Consultant agrees, and is obligated, to correct any services or deliverables provided that are not in conformance with the Contract Documents. If the Consultant cannot correct the non-conformance, the Consultant will refund to the Owner the amount paid to the Consultant for the portion of the services or deliverables that does not conform to this warranty and the Contract Documents. Pursuant to this warranty, the Owner will give the Consultant written notice within thirty (30) days after the nonconforming services are performed or, if applicable, the nonconforming deliverables are delivered. The notice will specify and detail the non-conformance and will designate a reasonable amount of time for the Consultant to correct the nonconformance, based on its severity and complexity. The Consultant does not warrant, and is not responsible for, any third-party products or services unless such third party is the Consultant's subconsultant, separate consultant, subcontractor, agent or affiliate.

**IX. CONSULTANT'S PROJECT TEAM MEMBERS**

The Consultant shall provide the name, title, and responsibility for each of the Consultant's and subconsultants', separate consultants' or subcontractors' employees proposed to complete the Scope of Services and Tasks identified in this Task Assignment.

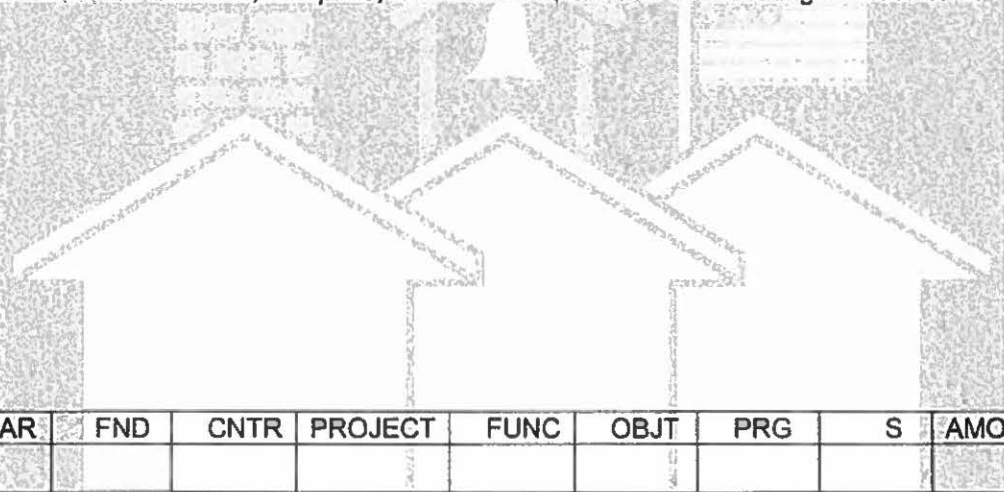
All personnel listed in this Task Assignment or on the Consultant's attached proposal (Attachment 1) must be cleared before entering School Board property, pursuant to Sections 1012.465 and 1012.467, Florida Statutes. The Consultant's Project Team Members must cooperate with school personnel to provide suitable identification to demonstrate the prior approval of the Human Resource Department before entering any campus.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the above parties have executed this instrument by their undersigned representatives pursuant to the authority of their governing bodies as of the approval date set forth in this Task Assignment.

*(Insert appropriate signature block based on cost of Work to be completed.)*

*As per Article 10.1 of the Contract, if the total fee paid to the Engineer exceeds the threshold amount provided in Section 287 017 for CATEGORY FOUR, the Engineer shall execute a "Truth-in-Negotiation Certificate," stating the wage rates and other factual unit costs supporting compensation are accurate, complete, and current at the time of executing this Contract.*



| YEAR | FND | CNTR | PROJECT | FUNC | OBJT | PRG | S | AMOUNT |
|------|-----|------|---------|------|------|-----|---|--------|
|      |     |      |         |      |      |     |   |        |

Send required insurance certificates to the Purchasing Department.

New Vendors: Send completed Vendor Certification, W-9, and Vendor Information Forms to the Accounts Payable Department.

Consultant Contact Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

**This page intentionally left blank.**

**THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA  
AGREEMENT FOR CONTRACTED SERVICES**

**Renewal of RFP 06-1-2017/JC for Security Officer Services**

**THIS AGREEMENT**, entered into this 27th day of February, 2018, by and between the School Board of Indian River County, Florida, a political subdivision of the State of Florida hereinafter referred to as the "School Board", and **All Pro Security Services, LTD.** (Legal Name of Contracting Party/Organization) hereinafter referred to as the "CONTRACTOR", for the renewal of RFP 06-1-2017JC Security Officer Services is as follows:

**1. SCOPE OF WORK**

The Contractor shall, in a satisfactory and proper manner as determined by the Superintendent, perform as follows.

**Nature of Contracted Services:** As per the terms and conditions of SDIRC RFP 06-1-2017/JC which is incorporated into this Agreement by reference, vendor shall provide **Security Officer Services**.

**Anticipated Outcome of Contracted Services:** Provide a safe environment within District facilities. Security Officer services as per the specifications, terms and conditions of RFP 06-1-2017J/C and any additional locations that may be added.

**Location(s) / Hours of Contracted Service:**

The District reserves the right to determine actual hours needed.

**2. TERM OF AGREEMENT**

The term of this contract shall be for the period of February 28, 2018 through February 27, 2019 with the option to renew annually for a period of one (1) additional year. Annual renewal acceptance will be based on the successful bidder and the School Board agreeing to specifications, terms and conditions and maintaining firm prices for the forthcoming year.

**3. COMPENSATION**

The School Board shall, upon completion of services by the Contractor, compensate the Contractor \$12.15 per hour for regular time \$15.29 per hour for holidays which shall constitute the amount due under this Agreement. Agreements exceeding \$50,000 require School Board approval. The Contractor agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the School Board in advance of the expenditures being incurred. The Contractor shall be reimbursed for such approved expenditures as provided by §112.061 Florida Statutes, and School Board Policy 6550.

**4. PAYMENT SCHEDULE**

Payment will be generated by the School Board's Accounts Payable Department within forty-five (45) days after completion of services and receipt of invoice(s). Payment will be made as indicated below:

- One lump sum payment in the amount of \$ \_\_\_\_\_ upon completion of services
- Partial payments in the amount of \$ \_\_\_\_\_ after/before each \_\_\_\_\_
- Payment of District approved invoices.

**5. REGULATIONS & ORDINANCES**

The Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments being licensed, if required, for performance of any work under this Agreement.

**6. ENTIRE AGREEMENT**

It is understood and agreed that this Agreement including Purchase Order Terms & Conditions, contains the complete understanding and agreement of the parties. No stipulation, agreement or understanding shall be valid or enforceable unless contained in this Agreement. No representations or statements made by any employees, agents or representatives of either party shall be binding on either party as a warranty or otherwise, except as expressly set forth herein.

**7. GOVERNING LAW; VENUE**

This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Indian River County. All parties shall be responsible for their own attorneys' fees.

**8. INDEMNIFICATION / HOLD HARMLESS AGREEMENT**

Contractor shall, in addition to any other obligation to indemnify the School Board of Indian River County, Florida, protect, defend, indemnify and hold harmless the School Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or part from any actual or alleged act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work, or violation of law, statute, ordinance, governmental administration order, rule or regulation by Contractor in the performance of the work; or liens, claims or actions made by the Contractor or any subcontractor or other party performing the work. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts or any statutory bar. This provision shall survive the termination of or completion of all obligations under this Agreement.



#### **9. DUTY TO DEFEND**

The Contractor agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the School Board on any claim or demand arising out of, resulting from or incidental to Contractor's performance under this Agreement.

#### **10. CANCELLATION / TERMINATION**

In the event any of the provisions of this agreement are violated by the Contractor, the Superintendent or designee, shall give written notice to the Contractor stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the School Board for immediate cancellation. Upon cancellation hereunder, the School Board of Indian River County, Florida, 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 any contract at any time and for any reason, upon giving ten (10) days prior written notice to the Contractor. If said contract should be terminated for convenience as provided herein, the School Board shall be relieved of all obligations under said contract. The School Board of Indian River County shall only be required to pay to the Contractor that amount of the contract actually performed to the effective date of termination.

#### **11. EQUAL EMPLOYMENT OPPORTUNITY**

Contractors awarded contracts involving Federal Funds in excess of \$10,000 must be in compliance with 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).

#### **12. ACCESS TO RECORDS / FLORIDA'S PUBLIC RECORDS LAWS**

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. Contractor understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The Contractor shall keep records to show its compliance with program requirements. Contractors and subcontractors must make available, upon request of the School Board, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education, or any of their duly authorized representatives, any books, documents, papers, and records of the Contractor which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpting, and transcribing. The Contractor shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. Contractor shall destroy any duplicate records which are exempt from public records disclosure as set forth in Chapter 119. Upon termination of this agreement all public records in possession of the Contractor must be transferred to School Board at no cost. If records are stored electronically, the records must be provided in a compatible format to School Board's operating system.

#### **13. PATENTS, COPYRIGHTS AND ROYALTIES**

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by The School Board of Indian River County, Florida, unless and to the extent that the parties agree otherwise, as evidenced

in writing and included as a part of this Agreement. Contractor shall defend, indemnify and hold the School Board and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by Contractor of any third-party patent, copyright or trademark or (ii) misappropriation by Contractor of any third-party trade secret in connection with any of the foregoing. Contractor will indemnify and hold harmless the School Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the School Board. If Contractor uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

#### **14. BACKGROUND SCREENING REQUIREMENTS**

In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and School Board Policies as amended from time to time Contractor agrees that, if Contractor receives remuneration for services, Contractor and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board Policies prior to providing services to The School Board of Indian River County. Additionally, Contractor agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present, who has direct contact with students or who has access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes and School Board Policies.

A non-instructional contractor who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under §943.043 and the national sex offender public registry maintained by the United States Department of Justice. Further, upon obtaining clearance by School Board, the School Board will issue a photo identification badge, which shall be worn by the individual at all times in plain sight while on School Board property when students are present. Contractor agrees to bear any and all costs associated with acquiring the required background screening including any costs associated with fingerprinting and obtaining the required photo identification badge. Contractor agrees to require all of its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction (s) of any offense enumerated in School Board Policy 8475 within 48 hours of its occurrence. Contractor agrees to provide the School Board with a list of all its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened

employee fails to meet the statutory standards. Contractor further agrees to notify the School Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the School Board of such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement. The parties further agree that failure by Contractor to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the School Board to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

#### **15. CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP**

As per School Board Rule 1113, it is the policy that no District officer or employee, including but not limited to, Board members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship with any business entity or any agency which is doing business with an agency of which s/he is an officer or employee, excluding those organization and their officer who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the District. Furthermore, it is the policy of the Board that no District officer or employee, including but not limited to Board members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship that will create any conflict whatsoever between his/her private interests and the performance of his/her duties or that would impede the full and faithful discharge of his/her duties. It is the intent of the Board that this policy is interpreted consistent with the Florida Commission on Ethics interpretations.

#### **16. COMPLIANCE WITH BOARD POLICIES**

I certify agreement with the following School Board Policies: 6320 Purchasing and Contracting for Goods and Services; 6324 Cone of Silence; 6322 Construction Contracting and Bidding; 6540 Consultant Agreements; and 6460 Vendor Relations, and agree to comply with all applicable School Board contracting and procurement policies and procedures.

#### **17. ASSIGNMENT**

This Agreement may not be assigned nor may any assignment of monies due, or to become due to Contractor, be assigned without the prior written agreement of The School Board of Indian River County, Florida. If Contractor attempts to make such an assignment, such attempt shall constitute a condition of default.

#### **18. DEBARMENT**

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 the preceding five-year period, 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 the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.
- (e) Have not been debarred by the School Board pursuant to School Board policy 6320.

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, information, or terminations as described in paragraphs 18(a) – (e) above, with respect to Contractor or its principals.

#### **19. 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 of 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.

#### **20. NO WAIVER**

Nothing herein is intended to serve as a waiver of sovereign immunity by the School Board.

#### **21. 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, or national or ethnic origin.

#### **22. NO TAXES**

The School Board is not obligated and does not agree to pay any federal, state, or local tax as a result of this agreement. The only exemption regarding payment of taxes shall be for situations that involve re-sale of product to the public for the purpose of fund-raising.

#### **23. WRITTEN NOTICE DELIVERY**

Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

**Contractor/Vendor Address:** The address for Contractor/Vendor for all purposes under this agreement and for all notices hereunder shall be:

Contractor/Vendor: **All Pro Security Services, LTD**  
Contact's Name/Title: **Attn: Christopher McCarthy, CEO/President**  
Address: **P.O. Box 250633  
Franklin, MI 48025**

**School Board's Address:** The address for the School Board of Indian River County for all purposes under this agreement and for all notices hereunder shall be:

**School Board of Indian River County  
Attn: Superintendent Mark J. Rendell, Ed.D  
6500 57<sup>th</sup> Street  
Vero Beach, Florida 32967**

**With a copy to:**

Department: **Finance and Employee Services**  
Assistant Superintendent: **Attn: Carter Morrison**  
Address: **6500 57<sup>th</sup> Street  
Vero Beach, Florida 32967**

**With a copy to:**

Department: **Purchasing and Central Receiving**  
Department Director: **Attn: Jeff Carver**  
Address: **6055 62<sup>nd</sup> Avenue  
Vero Beach, Florida 32967**

**24. INSURANCE REQUIREMENTS**

During the term of this Agreement, the Contractor shall maintain the following insurance coverage in accordance with the requirements hereinafter stated:

- i. Commercial general liability coverage with limits of at least \$1,000,000.00 per occurrence; \$2,000,000.00 aggregate.
- ii. Automobile liability coverage of at least \$200,000.00 per occurrence; \$600,000.00 aggregate.
- iii. Professional liability or errors and omissions insurance with coverage of at least \$100,000.00 per occurrence; \$300,000.00 aggregate.

The insurance shall be issued by insurers licensed and authorized to issue policies of insurance in Florida, and each policy required shall be issued by a carrier with preferably a BEST rating of A+ or better. **THE SCHOOL BOARD OF INDIAN RIVER COUNTY** shall be named as an additional insured on each policy and the Contractor shall provide certificates of insurance for each policy showing the SCHOOL BOARD as an additional insured, before beginning services under this contract.

**CONTRACTOR**

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

All Pro Security Services, LTD

Company Name

The School Board of Indian River County, Florida

Channon P. McCarthy  
Signature of Contractor

Signature of Chairman, School Board of Indian River County, FL

Christopher P. McCarthy  
Printed Name of Contractor

Mr. Shawn R. Frost  
Printed Name of Chairman, School Board of Indian River County, FL

01/23/2018

Date

February 27, 2018

Date of Board Approval

17356 West Twelve Mile Road

Address

6500 57<sup>th</sup> Street

Address

Southfield MI 48076

Vero Beach, FL 32967

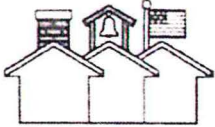
(248) 539-9993 / (248) 248-539-9995  
Telephone / Fax Number

CMcCarthy@allpro1.us  
Contact Email Address

FEIN (BUSINESS)

# 20-5976672

SS# (INDIVIDUAL)



# School District of Indian River County

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

Mark J. Rendell, Ed.D. - Superintendent

**Purchasing Department**

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

February 1, 2018

Complete Electric, Inc.  
Attn: William Heemskerk  
637 Sebastian Boulevard  
Sebastian, FL 32958

Re: Renewal 2 of 2 - SDIRC 2016-12 RFP for Continuing Contract for Low Voltage Contractors

Dear Mr. Heemskerk:

SDIRC 2016-12 provided for a renewal of this contract on the anniversary date for an additional one year period. This renewal is subject to Board approval. All specifications, terms, and conditions of the first year must remain the same.

Please check the appropriate box and sign below. Return this original form to the Purchasing Department no later than February 8, 2018. Upon Board acceptance of your renewal the District will require a current certificate of insurance referencing SDIRC 2016-12-03.

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

Sincerely,

Jeff Carver, CPPO  
Director of Purchasing

We agree to renew this contract from February 27, 2018 through February 23, 2019  Yes  No

Kenny Cain Manager  
Signature, Printed Name and Title - Complete Electric, Inc.

2-8-18  
Date

\_\_\_\_\_  
Chairman, School Board of Indian River County, Florida

\_\_\_\_\_  
Date

Board Approved on \_\_\_\_\_

"Educate and inspire every student to be successful"

Shawn R. Frost  
District 1

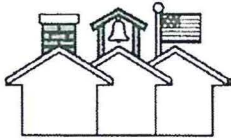
Dale Simchick  
District 2

Laura Zorc  
District 3

Charles G. Searcy  
District 4

Tiffany Justice  
District 5

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



# School District of Indian River County

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

Mark J. Rendell, Ed.D. - Superintendent

**Purchasing Department**  
6055 62<sup>nd</sup> Avenue  
Vero Beach, FL 32967  
Telephone: 772-564-5045 Fax: 772-564-5048

February 1, 2018

Gerelcom, Inc.  
Attn: Bryan Lanham  
560 NW Enterprise Drive  
Port St. Lucie, FL 34986

Renewal 2 of 2 - SDIRC 2016-12 RFP for Continuing Contract for Low Voltage Contractors

Dear Mr. Lanhan:

SDIRC 2016-12 provided for a renewal of this contract on the anniversary date for an additional one year period. This renewal is subject to Board approval. All specifications, terms, and conditions of the first year must remain the same.

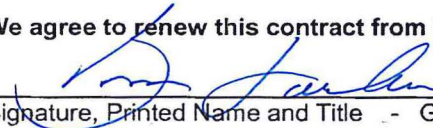
Please check the appropriate box and sign below. Return this original form to the Purchasing Department no later than February 8, 2018. Upon Board acceptance of your renewal the District will require a current certificate of insurance referencing SDIRC 2016-12-03.

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

Sincerely,

  
Jeff Carver, CPPO  
Director of Purchasing

We agree to renew this contract from February 27, 2018 through February 23, 2019  Yes  No

 V.P. 2-1-2018  
\_\_\_\_\_  
Signature, Printed Name and Title - Gerelcom, Inc. Date

\_\_\_\_\_  
Chairman, School Board of Indian River County, Florida Date

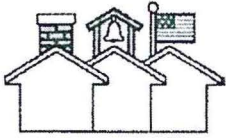
Board Approved on \_\_\_\_\_

"Educate and inspire every student to be successful"

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

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





# School District of Indian River County

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

Mark J. Rendell, Ed.D. - Superintendent

**Purchasing Department**

6055 62<sup>nd</sup> Avenue

Vero Beach, FL 32967

Telephone: 772-564-5045 Fax: 772-564-5048

February 1, 2018

Universal Cabling Systems, Inc.  
Attn: Mark VanSon  
914 Fern Street  
West Palm Beach, FL 33401

Renewal 2 of 2 - SDIRC 2016-12 RFP for Continuing Contract for Low Voltage Contractors

Dear Mr. VanSon:

SDIRC 2016-12 provided for a renewal of this contract on the anniversary date for an additional one year period. This renewal is subject to Board approval. All specifications, terms, and conditions of the first year must remain the same.

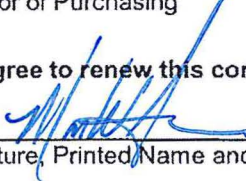
Please check the appropriate box and sign below. Return this original form to the Purchasing Department no later than February 8, 2018. Upon Board acceptance of your renewal the District will require a current certificate of insurance referencing SDIRC 2016-12-03.

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

Sincerely,

  
Jeff Carver, CPPO  
Director of Purchasing

We agree to renew this contract from February 27, 2018 through February 23, 2019  Yes  No

 Mark VanSon / President 02/01/18  
Signature, Printed Name and Title - Universal Cabling Systems, Inc. Date

\_\_\_\_\_  
Chairman, School Board of Indian River County, Florida Date

Board Approved on \_\_\_\_\_

"Educate and inspire every student to be successful"

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

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

**This page intentionally left blank.**

**SDIRC RFQ 07-0-2017JC Pre-Qualification of Contractors**  
**Approval to Renew 13 Contractors for the period of 02.27.18 through 02.26.19**

|                                    | <b>Proctor Construction<br/>Vero Beach, FL</b>               | <b>Paul Jacquin &amp; Sons<br/>Fort Pierce, FL</b>  | <b>Hi-Tech Roofing<br/>Lake Worth, FL</b>     | <b>Marmer Construction<br/>Sebring, FL</b>      |
|------------------------------------|--|---|---|---|
| Evaluation Criteria                |  |   |   |   |
| Proof of Licensing                 | Yes  | Yes   | Yes   | Yes   |
| Surety Rating                      | A++  | A++   | A   | A+  |
| Bonding Capacity Per Project       | \$100,000,000  | \$40,000,000  | Not Indicated                                 | \$10,000,000                                    |
| Project Experience                 | 40 Years   | 76 Years  | 35 Years                                      | 8 Years   |
| Certificate of Liability           | Yes  | Yes   | Yes   | Yes   |
| Litigation within the past 5 years | Yes  | Yes   | No  | No  |
| Type of Work                       | Building Construction  | Building Const./Roofing   | Roofing                                       | Building Construction                           |
| <b>Recommended to Renew</b>        | Yes  | Yes   | Yes   | Yes   |
|                                    | <b>Fastrack MCI<br/>West Palm Beach</b>                      | <b>Summit Construction<br/>Vero Beach, FL</b>   | <b>Accel Construction<br/>Fort Pierce, FL</b> | <b>Barth Construction<br/>Vero Beach, FL</b>    |
| Evaluation Criteria                |  |   |   |   |
| Proof of Licensing                 | Yes  | Yes   | Yes   | Yes   |
| Surety Rating                      | A+   | A+  | A   | A   |
| Bonding Capacity Per Project       | 8,000,000  | \$4,000,000   | \$7,000,000.00                                | \$15,000,000                                    |
| Project Experience                 | 13 Years   | 17 Years  | 7 Years                                       | 42 Years  |
| Certificate of Liability           | Yes  | Yes   | Yes   | Yes   |
| Litigation within the past 5 years | No   | No  | No  | No  |
| Type of Work                       | Building Construction  | Building Construction   | Building Construction                         | Building Construction                           |
| <b>Recommended to Renew</b>        | Yes  | Yes   | Yes   | Yes   |
|                                    | <b>Advanced Roofing<br/>Ft. Lauderdale, FL</b>               | <b>General Mechanical<br/>Daytona Beach, FL</b>   | <b>Kirchman Construction<br/>Stuart, FL</b>   | <b>Pinnacle Construction<br/>Vero Beach, FL</b> |
| Evaluation Criteria                |  |   |   |   |
| Proof of Licensing                 | Yes  | Yes   | Yes   | Yes   |
| Surety Rating                      | A  | A   | A+  | A+  |
| Bonding Capacity Per Project       | \$40,000,000   | \$10,000,000  | \$1,600,000                                   | \$7,000,000                                     |
| Project Experience                 | 33 Years   | 20 Years  | 45 Years                                      | 12 Years  |
| Certificate of Liability           | Yes  | Yes   | Yes   | Yes   |
| Litigation within the past 5 years | No   | No  | No  | No  |
| Type of Work                       | Roofing  | Building Const./HVAC  | Building Construction                         | Building Construction                           |
| <b>Recommended to Renew</b>        | Yes  | Yes   | Yes   | Yes   |
|                                    | <b>Richard K. Davis<br/>Construction<br/>Fort Pierce, FL</b> | <p>Non-renewed Contractors:</p> <p>Atlas Apex Roofing, LLC, Fort Lauderdale, FL</p> <p>Bill Bryant &amp; Associates, Vero Beach, FL</p> <p>Kerns Construction, Fort Pierce</p> <p>West Construction, Lake Worth, FL</p> |   |   |
| Evaluation Criteria                |  |   |   |   |
| Proof of Licensing                 | Yes  |   |   |   |
| Surety Rating                      | A  |   |   |   |
| Bonding Capacity Per Project       | \$4,000,000  |   |   |   |
| Project Experience                 | 56 Years   |   |   |   |
| Certificate of Liability           | Yes  |   |   |   |
| Litigation within the past 5 years | No   |   |   |   |
| Type of Work                       | Building Construction  |   |   |   |
| <b>Recommended to Renew</b>        | Yes  |   |   |   |

**This page intentionally left blank.**

TAMPA  
2502 Rocky Point Drive  
Suite 1060  
Tampa, Florida 33607  
(813) 281-2222 Tel  
(813) 281-0129 Fax

**Nabors  
Giblin &  
Nickerson** P.A.  
ATTORNEYS AT LAW

TALLAHASSEE  
1500 Mahan Drive  
Suite 200  
Tallahassee, Florida 32308  
(850) 224-4070 Tel  
(850) 224-4073 Fax

FORT LAUDERDALE  
110 East Broward Boulevard  
Suite 1700  
Fort Lauderdale, Florida 33301  
(954) 315-3852 Tel

February 27, 2018

Carter Morrison, Assistant Superintendent  
of Finance / Operations  
School District of Indian River County  
6500 57th Street  
Vero Beach, FL 32967

Re: Renewal of Contract for Bond Counsel Services

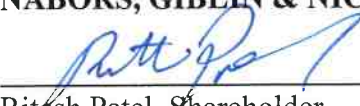
Dear Mr. Morrison:

The purpose of this letter is to renew the Agreement between The School Board of Indian River County, Florida (the "School Board") and Nabors, Giblin & Nickerson, P.A. (the "Firm"), dated March 12, 2015 (the "Agreement"), attached hereto as Exhibit A, for an additional period of three years.

Pursuant to the Section 4 of the Agreement, the Agreement may be renewed for a period of two-years or more from its initial expiration date (March 11, 2018) by mutual agreement of the School Board and the Firm. The School Board and the Firm desire to extend the Agreement through and including March 10, 2021. It is the intent of the parties hereto that the Agreement be deemed extended from the initial expiration date, as evidenced by the course of dealing between the parties prior to the date hereof, upon the same terms and conditions as set forth in the Agreement; provided, however, that the Firm hereby acknowledges and agrees that with regard to out-of-pocket expenses it shall only bill the School Board for external expenses (i.e., airline tickets, rental car agreements, lodging, Federal Express, transcripts, etc.) and not for in-house expenses (i.e., copying (other than for transcript preparation), faxing or telephone, etc.).

Upon execution of this letter by the School Board and the Firm, the Agreement shall be deemed extended through and including March 10, 2021 without any further action of the parties hereto.

**NABORS, GIBLIN & NICKERSON, P.A.**

  
Ritesh Patel, Shareholder

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

\_\_\_\_\_  
Superintendent, The School Board of Indian River  
County, Florida

EXHIBIT A  
AGREEMENT

**AGREEMENT BETWEEN  
THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA  
AND  
NABORS, GIBLIN & NICKERSON, P.A.**

**THIS AGREEMENT** is entered into as of the 12th day of March, 2015, by and between **THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA** (the "Board"), acting as governing body of the School District of Indian River County, and **NABORS, GIBLIN & NICKERSON, P.A.**, Tampa, Florida ("Nabors, Giblin & Nickerson"), a Florida professional service corporation.

**PURPOSE**

The Board may finance or refinance various educational facilities and other capital improvements through the issuance from time to time of certificates of participation, sales tax bonds, qualified zone academy bonds, qualified school construction bonds, tax anticipation notes and/or revenue anticipation notes (together with similar or successor obligations, the "Obligations").

The Board desires to engage Nabors, Giblin & Nickerson as bond/special counsel in connection with the issuance and sale of such Obligations on the terms and conditions hereinafter set forth.

Nabors, Giblin & Nickerson desires to accept engagement as bond/special counsel in connection with the issuance and sale of the Obligations, on the terms and conditions hereinafter set forth.

**THEREFORE**, in consideration of the premises, which shall be deemed an integral part of this Agreement, and of the covenants and agreements herein contained, the Board and Nabors, Giblin & Nickerson, intending to be legally bound thereby, agree as follows:

1. **BOND/SPECIAL COUNSEL - SCOPE OF WORK.** Nabors, Giblin & Nickerson shall serve as bond/special counsel in connection with the issuance of the Obligations. The duties of Nabors, Giblin & Nickerson as bond/special counsel shall include, but not be limited to, the following:

A. Consultation with District officials and staff concerning all legal questions relating to the issuance or incurrence of debt.

B. Attendance at any meeting of the Board or any meeting of District staff relating to the issuance or incurrence of debt.

C. Prepare all basic bond or certificate documents relating to the issuance of the Obligations, said duty to be performed in cooperation with the underwriters, the District's financial advisor and Board's counsel.

D. Assistance with the District's financial advisor and District staff regarding structuring issues relating to debt.

E. Negotiation of legal and structuring terms with municipal bond insurers and rating agencies.

F. Analysis and resolution of all federal, state and local legal issues (including tax and securities law) associated with the debt.

G. Review all disclosure documents, including official statements, prepared or authorized by the Board insofar as such documents contain descriptions of the Obligations and summaries of contracts or other documents relevant to the Obligations; provided, however, Nabors, Giblin & Nickerson shall have no responsibility for the disclosure documents insofar as such documents describe the financial circumstances of the offering or any other statistical projections or data, and, provided further, that Nabors, Giblin & Nickerson shall have no responsibility to the purchasers of the Obligations for state or federal securities law compliance in connection with the offering of the Obligations, unless Nabors, Giblin & Nickerson expressly assumes such Obligation in writing.

H. Prepare all closing documents and attend and be responsible for the closing the transactions in conjunction with the other parties to the transaction.

I. Render opinions in written form at the time the Obligations are to be authenticated and delivered, which opinions shall cover the legality of the Obligations and the proceedings pursuant to which they are issued, as well as the federal income tax treatment of interest on the Obligations in accordance with industry standards.

2. FEE RELATIONSHIP. The Board will pay to Nabors, Giblin & Nickerson compensation for services rendered as bond/special counsel as follows(/Bond equals amount per \$1,000 of Bonds issued):

A. COPs: \$1.50/Bond for the first \$25,000,000 Bonds issued;  
\$1.00/Bond for the next \$20,000,000;  
\$0.75/Bond for the next \$20,000,000;  
\$0.50/Bond thereafter  
Minimum Fee: \$25,000



- B. Sales Tax Bonds: \$1.25/Bond for the first \$30,000,000 Bonds issued;  
\$1.00/Bond for the next \$20,000,000;  
\$0.50/Bond thereafter  
Minimum Fee: \$25,000
- C. Capital Improvement Revenue Bonds: \$1.00/Bond for the first \$25,000,000 Bonds issued;  
\$0.75/Bond for the next \$20,000,000;  
\$0.50/Bond thereafter  
Minimum Fee: \$20,000
- D. Tax Credit Financing: \$1.50/Bond for the first \$25,000,000 Bonds issued;  
\$1.00/Bond for the next \$20,000,000;  
\$0.50/Bond thereafter  
Minimum Fee: \$20,000
- E. Tax Anticipation Note: \$10,000 – Bank loans  
\$15,000 – Publicly offered transactions
- F. Revenue Anticipation Note: \$10,000 – Bank loans  
\$15,000 – Publicly offered transactions
- G. TANs and RANs including preparation of Offering Statement: Additional fee of \$7,500 for preparation of Offering Statement
- H. Derivative Products Negotiated per transaction

UNLESS OTHERWISE AGREED TO BY THE PARTIES WITH RESPECT TO PARTIALLY COMPLETED TRANSACTIONS, THE QUOTED FEES ARE CONTINGENT UPON THE ISSUANCE OF OBLIGATIONS.

3. PAYMENT FOR EXPENSES AND COSTS. Nabors, Giblin & Nickerson shall be entitled to per diem and travel outside the City of Tampa when such expenses are incurred at the request of the Board, its Counsel, staff or its financial advisor. Nabors, Giblin & Nickerson shall complete expense account forms and attach out-of-pocket expenses such as airline tickets, rental car agreements, lodging, parking fees, tolls, etc. Nabors, Giblin & Nickerson shall be reimbursed for all telephone calls made in relation to the Obligations. Nabors, Giblin & Nickerson shall be reimbursed for actual out-of-pocket expenses, including but not limited to: stenographic recording and transcription services, copying, faxing, recording, filing and certification fees, postage, courier service, overnight mail, telegrams, etc. Nabors, Giblin & Nickerson shall be reimbursed at \$.20

per copy for photocopies. Payment for expenses listed in this section shall not be contingent upon whether the Obligations are sold.

4. **TERM OF AGREEMENT.** This Agreement shall become effective from March 12, 2015 through March 11, 2018 and may be renewable for an additional two-year or longer period by mutual agreement between the parties hereto.

5. **CONSTRUCTION AND AMENDMENTS.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. This Agreement may be amended only in writing duly entered into by the Board and Nabors, Giblin & Nickerson.

**IN WITNESS WHEREOF,** the Board and Nabors, Giblin & Nickerson have executed this Agreement on the date first written above.



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

  
\_\_\_\_\_  
Chairman, The School Board of Indian River County, Florida

3/10/2015

**NABORS, GIBLIN & NICKERSON, P.A.**

  
\_\_\_\_\_  
Shareholder



FLORIDA DEPARTMENT OF EDUCATION  
OFFICE OF EDUCATIONAL FACILITIES  
FLORIDA INVENTORY OF SCHOOL HOUSES  
CERTIFICATION OF FACILITIES DATA

WHEREAS, Section 1013.03(3), F.S., states in part that the Department of Education must, "Require boards to submit other educational plant inventories data...."

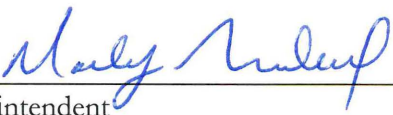
WHEREAS, Section 1013.31(1)(d), F.S., states in part, "...School districts shall periodically update their inventory of educational facilities...."

WHEREAS, State Requirements for Educational Facilities, Section 6.1(5)(c) requires that, "Prior to April 1 of each year, each district shall review the Florida Inventory of School Houses and shall certify to the Office that the inventory is current and accurate."


THEREFORE, on behalf of the School Board of Indian River County, the authorized representatives whose signatures appear below hereby certify that, to the best of their knowledge, the educational facilities inventory data for the district contained in the Florida Inventory of School Houses is current and accurate pursuant to applicable statutes and rules.

  
\_\_\_\_\_  
Director of Facilities Planning  
Mr. Nicholas Westenberger

2-12-18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Superintendent  
Dr. Mark J. Rendell

2/27/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Board Chair  
Mr. Shawn Frost

2/27/18  
\_\_\_\_\_  
Date

Return signed form to:  
Office of Educational Facilities  
Florida Department of Education  
325 West Gaines Street, Room 1054  
Tallahassee, Florida 32399-0400

**This page intentionally left blank.**



# School District of Indian River County

6500 57<sup>th</sup> Street • Vero Beach, Florida, 32967 • Telephone: 772-564-3000 • Fax: 772-569-0424

Mark J. Rendell, Ed.D. - Superintendent

February 20, 2018

Ms. Michelle Kessler  
1430 56<sup>th</sup> Square East  
Vero Beach, Florida 32966

**VIA: Hand Delivery**

Dear Ms. Kessler:

Your initial employment with the School Board of Indian River County, Florida, included a probationary period equal to one (1) school year. You are still within this probationary period which allows your immediate dismissal from employment without cause as allowed by Florida law.

This letter serves as notification of your dismissal from employment without cause. Effective immediately, you are relieved of all employment obligations at your work site. You are no longer to report to work; however, you will continue to receive your regular compensation and benefits through February 27, 2018. Your dismissal without cause during your probationary period is scheduled to be officially approved by the School Board on February 27, 2018.

Sincerely,

Mark Rendell, Ed.D.  
Superintendent

c: Bruce Green, Assistant Superintendent  
Suzanne D'Agresta, School Board Attorney  
Ann Bieber, Principal, Storm Grove Middle School  
Personnel File

  
\_\_\_\_\_  
Acknowledgement of Receipt  
\_\_\_\_\_  
Date

"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

**This page intentionally left blank.**