Orange County Library System
Board of Trustees Meeting

Board Packet for November 2019
November 7, 2019

To: Lisa Franchina, President
    Marucci Guzmán, Vice President
    Ted Maines, Trustee
    Richard Maladecki, Trustee
    Nicole Benjamin, Trustee

cc: The Library Governing Board:
    The Honorable Mayor Jerry Demings, Chairman of the Library Governing Board,
    Members of the Governing Board, Commissioners Betsy VanderLey, Christine Moore,
    Mayra Uribe, Maribel Gomez Cordero, Emily Bonilla, Victoria Siplin, Orange County;
    and Ana Palenzuela, City of Orlando.

From: Mary Anne Hodel, Director

Re: Library Board of Trustees Meeting

The next meeting of the Library Board of Trustees will be at 6:00 p.m. on Thursday,
November 14, 2019; Fairview Shores Branch Library; 902 Lee Road; Orlando, Florida 32810;
407.835.READ (7323).

    If any board member has an item to be brought up for discussion, please call
    Milinda Neusaenger prior to the meeting, 407.835.7611.

cc: Aurora Realin - Liaison, Nominating Board ~ City of Orlando
AGENDA
ORANGE COUNTY LIBRARY SYSTEM BOARD OF TRUSTEES
November 14, 2019 ~ 6:00 p.m.
Fairview Shores Branch Library
902 Lee Road
Orlando, Florida 32810
407.835.READ (7323)

19-142 I. Call to Order

II. Public Comment Policy & Procedures

19-143 III. Approval of Minutes: Library Board of Trustees Meeting ~
October 8, 2019

19-144 IV. Staff Presentations:
➢ Fairview Shores Welcome: Griselda Clarke
➢ Summer Reading Program 2019 ~ Sarah Qronfleh & Erin Topolsky
➢ Summer BreakSpot ~ Carolyn McClendon

19-146 VI. Dashboard:
➢ October 2019
➢ Circulation Year End FY 2019 ~ Final

19-147 VII. Action Items

19-148 Consent Agenda
19-149 Mechanical, Electrical & Plumbing Contract
19-150 Architect Contract
19-151 Construction Management Contract
19-152 Eatonville Lease Renewal
19-153 Southeast Lease Renewal
19-154 Request to Serve Alcohol

19-155 Non-Consent Agenda
19-156 Work Task Authorization for the Emergency Generator: Kris Shoemaker
19-157 Server & Storage Purchase: Ricardo Viera

VIII. Discussion and Possible Action Items

IX. Information

19-160 Director’s Report

19-161 Public Comment: Non-Agenda Items

X. Adjournment

Next Meeting Dates: December 11, 2019 ~ WEDNESDAY ~ Orlando Public Library; 101 East Central Boulevard; Orlando, Florida 32801 — January 9, 2020 ~ Eatonville Branch Library; 200 East Kennedy Boulevard; Eatonville, Florida 32751.
Florida Statutes section 286.0105: If any person desires to appeal any decision with respect to any matter considered at a Library Board of Trustees meeting, such person will need a record of the proceedings; for this purpose, such person may need to ensure that a verbatim record of the proceedings is made to include the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, any person requiring special accommodations to participate in this proceeding due to a disability as defined by ADA may arrange for reasonable accommodations by contacting the Director’s Office on the fifth floor of the Main Library in person or by phone at 407.835.7611 at least two days prior to the meeting.
Call to Order
Public Comment Policy

ORANGE COUNTY LIBRARY SYSTEM
Public Comment and Conduct of Meetings Policy and Procedures

Effective Date: October 1, 2013 (Approved by the Board of Trustees on September 11, 2013)

Objective: The objective of this policy is to establish standard procedures to ensure an opportunity for broad public participation in decision-making.

Policy Statement: It is the intent of this policy that the deliberations and actions of the Board of Trustees of the Orange County Library System (“OCLS”) be conducted and taken openly in order that the public and relevant stakeholders may be fully informed and intelligently advised as to the conduct of public business by the Board of Trustees.

Definitions: For the purpose of this policy, the following definitions shall prevail:

1. A “meeting” is a gathering of a quorum of the membership of the Board of Trustees, or any board or commission of OCLS for the purpose of receiving information relating to public business, or for discussion of public business, or for official action upon a proposition related to public business.

2. A “regular meeting” is a meeting held pursuant to a schedule of such meetings as approved by a board or commission to conduct public business or otherwise discuss or act upon matters of public interest.

3. A “special meeting” is any meeting other than a regular meeting held by a board or commission. A “special meeting” is held for the purpose of addressing matters requiring the immediate attention of a board or commission or for the purpose of addressing matters which the board or commission has determined are best addressed at a special meeting. When a special meeting is called, the presiding officer of the board or commission shall specifically state the purpose of the meeting and the board or commission shall address only those matters for which the meeting was called.

4. A “board or commission” shall refer to the Board of Trustees of OCLS and any other board or commission now existing or created in the future by the Board of Trustees or OCLS.

5. The “presiding officer” shall mean, in the case of the Board of the Directors the chair and in all other cases shall be the chair of a particular OCLS board or commission.

6. “Board of Trustees” shall refer to the Board of Trustees of OCLS.

Meetings:

1. Location. All meetings of the Board of Trustees and any other board or commission shall be held in a suitable location and shall be open to the public as required by law. The only exception to the requirement that meetings be open to the public shall be an executive session scheduled for those purposes expressly recognized by law.

2. Regular Meetings. The Board of Trustees and the other boards and commissions shall hold regular monthly meetings as designated by the Board of Trustees or the other boards and commissions.
Public Notice: OCLS shall give public notice of the schedule of meetings and shall state the dates, times and places for such meetings. Public notice of any special meeting or of any reconvened meeting shall be given before such meeting. Public notice shall be given by posting the date and time of the meetings on the OCLS website, the public bulletin boards at all OCLS locations and the Orange County Administration Building. Notice will also be published in the Orlando Sentinel as required by Section 189.417 of the Florida Statutes.

Conduct of Meetings:

1. The presiding officer shall preserve order and decorum at all meetings.

2. When considering matters upon which the board or commission will take action the presiding officer shall receive comments from the public.

3. During any board or commission meeting, board and commission members shall maintain order and decorum.

4. OCLS staff and citizens must be recognized by the presiding officer before speaking or asking questions. The purpose of this requirement is so that there is order and so that the recording equipment will properly record all comments made by individuals wishing to comment on a specific subject.

5. All comments must be made from the podium which is located in the OCLS meeting room or by other reasonable accommodations in any other location in which a board or commission meeting is held, and shall address the subject of the agenda item. Individuals that appear before any board or commission are required to state their legal name and their actual address for the public record. The purpose of this requirement is so that they are properly reflected in any board or commission minutes and are available for future reference.

6. As a board or commission considers consent agenda items, emergency items, items involving official acts that involve no more than a ministerial act, approval of minutes, ceremonial proclamations and other similar items, the presiding officer may, at his discretion, or at the direction of a majority of the board or commission, accept comments from those in attendance.

Public Participation and Comment: In order to comply with Section 286.0114 of the Florida Statutes, OCLS hereby establishes a Public Comment Policy applicable to all boards and commissions to allow members of the public an opportunity to address boards and commissions. In addition to public hearings, a special time is hereby set aside at all board and commission meetings for the purpose of receiving comments and suggestions from members of the public. All comments made during any Public Comment period shall be subject to the following procedures:

1. OCLS allocates up to 30 minutes at the end of each board or commission meeting for citizens who wish to appear before that board or commission to make a request of that board or commission, voice a complaint or concern, express an opinion, or for some other type of recognition. The presiding officer will divide the time equally between all who have signed up to speak; but in no case may a citizen speak longer than three minutes. A Public Comment period not to exceed 30 minutes will be held during any board or commission meeting. The presiding officer may permit additional time to a given speaker on a case-by-case basis.

2. Public comments of items listed on the agenda will occur just prior to the Board’s discussion and action of the agenda item. Public comments of items not listed on the agenda will occur at the end of the meeting agenda.

3. When a board or commission considers matters during a public meeting upon which it will take action, no action shall be taken until the presiding officer requests and receives comments from the public.

4. Persons who wish to make a statement during the Public Comment period will register on a Notice of Intent to Speak Form which will be available 30 minutes before the start of the meeting. Information included on the Notice of Intent to Speak forms will be included in the Board Meeting Minutes and thus become public record. No one will be allowed to have his or her name placed on the list by telephone request to OCLS staff.

5. Each person who signed up to speak will have up to three minutes to make his or her statement. Speakers will be acknowledged by the presiding officer in the order which the Notice of Intent to Speak Form was received by the Board of Trustee’s administrative assistant. Speakers shall address that board or commission from the podium, and
not approach that board or commission or OCLS staff. Speakers will begin their statement by first stating their legal name and actual address.

6. Statements are to be directed to the board or commission as a whole, and not to individuals. Public comment is not intended to require a board or commission to provide an answer to the speaker. Discussions between speakers and members of the audience will not be allowed.

7. Speakers will be courteous in their language and presentation.

8. Only one speaker will be acknowledged at a time. In the event a group of persons supporting or opposing the same position desires to be heard, in the interest of time, a spokesperson shall be designated to express the group’s concerns. Likewise, in the event the number of persons wishing to attend the hearing exceeds the capacity of the meeting place, one or more delegates shall be selected to speak on behalf of each group. If the time period expires before all persons who have signed up get to speak, those names will be carried over to the next Public Comment period, or if the presiding officer consents, these comments can be heard at that meeting.

9. Any action on items brought up during the Public Comment period will be at the discretion of that board or commission. No board or commission will take any action on subject matter for which it has not had the opportunity to fully investigate and gather complete information.

10. These same rules shall apply to all boards and commissions.

**Decorum:** The presiding officer shall preserve strict order and decorum at all meetings.

1. In conducting business, boards and commissions are committed to the principles of civility, honor, and dignity. Individuals appearing before boards and commission are requested to observe the same principles when making comments on items and issues presented to a given board or commission for its consideration.

2. Staff members and citizens are required to use proper language when addressing a board or commission or the audience. Staff members and citizens shall not use profanity or cursing, aggressive or threatening behavior when addressing the board or commission or other participants. All comments are directed to the presiding officer and not to individual members of the board or commission or to the audience. No personal verbal attacks toward any individual will be allowed during the conduct of a board or commission meeting. The presiding officer may have individual(s) removed from the podium and/or meeting chambers if such conduct persists after a warning has been issued.

3. All members of a board or commission shall accord the utmost courtesy to each other, staff, and the public members appearing before the board or commission and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments and statements as to motives and personalities. During board or commission meetings, cell phones are to be turned off or silenced. Use of cell phones by board or commission members and staff for talking, texting, emailing or otherwise will not be allowed during meetings while at the dais, except for emergency communications, research, or during breaks.

**Waiver of Rules:** The board or commission may, at any time, waive all or a portion of these rules of procedure during the course of a meeting. Provided however, that any such waiver shall only be done upon a motion and majority approval of the waiver by members of the board or commission present and voting. Such waivers shall only be granted to insure the protection of the right of members of the public to be given a reasonable opportunity to be heard before a board or commission takes official action on a proposition.

**Training:** Periodic training for Sunshine Law requirements will be scheduled by OCLS for board and commission members.

**Penalties:** Any action taken at a meeting not open to the public, whether intentional or unintentional, is void. The law provides penalties for not complying with the Sunshine Law including criminal penalties, removal from the board position, fines up to $500, and an award of reasonable attorney’s fees against the board found to have violated the Sunshine Law.
Orange County Library System
Board of Trustees Meeting
November 14, 2019

Approval of Minutes: Library
Board of Trustees Meeting
October 8, 2019
MEETING MINUTES
ORANGE COUNTY LIBRARY SYSTEM BOARD OF TRUSTEES
October 8, 2019 ~ 6:00 p.m. ~ TUESDAY
Orlando Public Library
101 East Central Boulevard
Orlando, Florida 32801
407.835.READ (7323)

Library Board Present: Lisa Franchina (10/0); Marucci Guzmán (10/1);
Ted Maines (1/0 - City); Richard Maladecki (10/0);
Nicole Benjamin (1/0 – City)

Administration Present: Mary Anne Hodel; Debbie Tour; Danielle King; Steve Powell;
Ricardo Viera; Bethany Stone; Kris Shoemaker;
Milinda Neusaenger

19-126 I. Call to Order
President Franchina called the meeting to order at 6:04 p.m.

19.126.1 Resolution to Honor Staff Member Alibeth Suarez
To recognize and honor staff member Alibeth Suarez for her volunteerism and community activism. She is a Library Ambassador who is constantly promoting OCLS to Orange County citizens and specifically those in the Hispanic community. It is quite an honor that Alibeth has been recognized by US Representative Darren Soto as an outstanding and integral member of the Hispanic community. The Board takes this opportunity to congratulate Alibeth and recognize her achievements. Motion carried 4-0.

II. Public Comment Policy & Procedures

19-127 III. Approval of Minutes: Library Board of Trustees Meeting ~ September 12, 2019
Vice President Guzmán, seconded by Trustee Maladecki, moved to approve the minutes for the September 12, 2019 Library Board of Trustees Meeting. The resolution passed 4-0.

19-128.1 IV. Staff Presentations: The Local Wanderer ~ Michael Donohue

19-129 V. Financial Statements and Summaries: September 2019
Trustee Benjamin arrived at 6:25 p.m.

19-130 VI. Dashboard: September 2019

19-131 VII. Action Items

19-132 Election of Board Officers and Committee Appointments
President: Trustee Benjamin nominated Trustee Maladecki. Trustee Benjamin, seconded by Vice President Guzmán, moved to approve the nomination. Motion carried 5-0.

Vice President: Trustee Maladecki nominated Vice President Guzmán. Trustee Maladecki, seconded by Trustee Maines, moved to approve the nomination. Motion carried 5-0.

Personnel Committee Chair: Trustee Maines nominated Trustee Benjamin. Trustee Maines, seconded by Trustee Maladecki, moved to approve the nomination. Motion carried 5-0.
The Board agreed to appoint chairs to the remaining committees as needed. The committees are as follows: Finance, Marketing, and Partnership Committees.

19-133 **Continuing Construction Management Services Firm Selection: Kris Shoemaker**

CFO Shoemaker gave the Board an overview of construction management services firm selection. Brief discussion ensued regarding the firms. Trustee Maines, seconded by Trustee Maladecki, moved to approve the following ranking of firms for Continuing Construction Management (CM) Services Selection for the Library, and to authorize staff to negotiate and execute a Continuing Services contract for CM services with the approved firms in order of rank.

1. Gomez Construction Company
2. Johnson Laux Construction
3. T&G Constructors
4. Ruby Builders

Motion carried 5-0.

19-134 VIII. **Discussion and Possible Action Items**

19-135 **Director's Evaluation & Personnel Committee Meeting: Evaluation and Minutes Approval: President Lisa Franchina**

President Franchina chaired the Personnel Committee. As Committee Chair, she tapped Trustee Maines, Friends of the Library President Joe Goldstein and Friends Director Crockett Bohannon to be on the Committee. She reported that the Committee met on September 17, 2019 in order to evaluate Director Hodel's performance for FY 2019. The Personnel Committee discussed and evaluated Ms. Hodel's performance for each category listed on the evaluation form: Mission and Strategic Planning, Public Relations, Fundraising and Library Perspective, Steward of Collection, Steward of Capital Resources, Technology Development, Fiscal Responsibility and Stewardship, Employment and Staffing, and Training. In each category, as well as the overall rating, the Personnel Committee gave Ms. Hodel the same rating: Far Exceeds Requirements.

The Committee made the following recommendations to the Board:

1. Rate Ms. Hodel’s overall performance as Far Exceeds Requirements.
2. Award a 4.0% raise to Ms. Hodel effective with the pay period beginning September 29, 2019.
3. Since this 4.0% increase will put Ms. Hodel above the maximum of her pay grade, allow Ms. Hodel to go over this amount without increasing the range.
4. Consistent with the FY 2020 Compensation Plan for staff, award Ms. Hodel 60 hours of non-re-occurring vacation based on her overall Far Exceeds Requirements rating.

Trustee Maladecki, seconded by Trustee Benjamin, moved to approve the recommendations. Motion carried 5-0.

18-136 **Director’s Goals FY 2019 ~ 4th Quarter Update: President Lisa Franchina**

President Franchina reported that she met with Director Hodel regarding her goals and that she is on point with them.

18-137 **Strategic Plan FY 2019 ~ 4th Quarter Update**

18-138 **Director’s Goals FY 2020 ~ Draft**

19-139 IX. **Information**
Director’s Report

● Renovation work is proceeding on schedule at the Southwest Branch at Dr. Phillips. The old bathroom fixtures have been removed and the new lighting has been installed. Painting is nearing completion and the carpeting is being installed in the open non-stack areas.

● We have worked out the details for the Citizen’s Review Grant with Orange County on the Biz Kids grant. The grant paperwork has all been signed and we are ready to start ordering the supplies, computers and doing the promotions for the classes that will start in January. We have started to publicize this tremendous opportunity to the community through our liaisons with the Orange County Public Schools. Eccleston Elementary had their Library Night this past Thursday and the kids had their first peek at the program.

Public Comment: Non-Agenda Items

X.

Adjournment

President Franchina adjourned the meeting at 7:10 p.m.

Next Meeting Dates: November 14, 2019 ~ Fairview Shores Branch Library; 902 Lee Road; Orlando, Florida 32810 --- December 11, 2019 ~ WEDNESDAY ~ Orlando Public Library; 101 East Central Boulevard; Orlando, Florida 32801.

Florida Statutes section 286.0105: If any person desires to appeal any decision with respect to any matter considered at a Library Board of Trustees meeting, such person will need a record of the proceedings; for this purpose, such person may need to ensure that a verbatim record of the proceedings is made to include the testimony and evidence upon which the appeal is to be based.

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Orange County Library System
Board of Trustees Meeting
November 14, 2019

Staff Presentations:
➢ Fairview Shores Welcome:
   Griselda Clarke
➢ Summer Reading Program 2019
   Sarah Qronfleh & Erin Topolsky
➢ Summer BreakSpot Carolyn McClendon
Orange County Library System
Board of Trustees Meeting
November 14, 2019

Financial Statements & Summaries:
October 2019
Operating Fund Revenue & Expenditure Summaries:

Revenues:

Ad Valorem Taxes:
The Library budgeted $48,020,000 for Ad Valorem Taxes in FY 2019-20 based on property tax values, millage rate of 0.3748 and a 5% statutory deduction. So far this year we have received $83,682 or 0.2% of the budget, which is on target as the majority of the taxes are received in the December through March timeframe.

State Aid:
The Library budgeted $830,000 for State Aid Revenues in FY 2019-20 and is based on FY 2018-19 actuals. We receive these funds in the April/May timeframe based on the Legislature’s funding.

County Grant:
The Library budgeted $500,000 for County Grant Revenues in FY 2019-20 and is based on the maximum allotment to be received from the Citizen’s Review Panel Grant for the Biz Kids Program. The program starts in January 2020 and the funding will be granted approximately monthly and will be based on per student hour basis. Thus we may not receive the full grant funding.

Fee Cards:
The Library budgeted $18,000 for Fee Card revenues for FY 2019-20. In October we received $1,500 or 8.3% of the budgeted revenue which is on target. This is slightly higher than October 2018.

Meeting Rooms:
The Library budgeted $55,000 for meeting room revenues for FY 2019-20. In October we received $4,496 or 8.2% of the budgeted revenues, which is on target. This is significantly higher than October 2018 revenues of $300.

Faxes and Scans:
Revenues from Faxes and Scans are at 4.1% and 2.0% respectively of budget. These revenues are in line with the last 5 years average for October. This is slightly higher than October 2018.

Passport Facility & Photo Fees:
This is a new revenue source for the Library after the budget was submitted. We started offering Passport Application Processing along with Photos on September 11, 2019. We received $2,450 in commissions for these services in October.

Copy and Vending:
The Library budgeted $225,000 for these services in FY 2019-20. We received $10,692 in the month of October which is significantly higher than October 2018 revenues of $6,928. Note that the Southwest Branch was closed for the month of October.

Fines and Lost Materials:
Revenues from Fines and Lost Materials for the month of October are $28,956 or 4.8% of budget. This is a slight increase over October 2018 revenues. The typical trend is for these revenues to be decreasing due to increased usage of digital media.

Investment Earnings:
The Library takes a conservative approach when budgeting for Interest Revenues as the investment markets can be, and have been, quite volatile. As of the time these reports we have not received our interest earning statements. We will continue to monitor the investment markets with our investment advisors to ensure the principal of our funds are safe and secure. We anticipate interest earnings to decline in the current low interest rate environment.
Internet Rebate:
This account is used to record a “rebate” we receive from the Federal Government, based on our purchases of Internet Connectivity Equipment. This “rebate” is based on purchases and an extensive application process between July 1st and June 30th of each year. The Library typically receives this funding in the last quarter of the fiscal year.

Transfer From Tax Collector:
This account is used to record our revenue share from the Tax Collector Office. The Library typically receives this funding in the last quarter of the fiscal year.

Expenses:

Worker’s Compensation:
The Worker’s Compensation Expenditures are at 19.9% of budget as these payments are paid quarterly in advance.

Delivery & Postage:
The Delivery and Postage Expenditures are at 19.0% of the budget as the actuals include PEP delivery fee for November.

Insurance:
The Insurance Expenditures are at 79.3% of budget as the insurance policies renew in October and have to be pre-paid.

Property Appraiser Fees:
The expenditures in this category are at 26.8% of budget as these fees are paid quarterly in advance.

Membership:
The expenditures in this category are at 43.4% of budget mainly due to the FLA membership fee of $6,000 is payable in October.

Building Improvements Expense:
The Library budgeted $2,323,000 for various building improvement projects such as the Southwest, South Trail and Southeast restroom renovations and the Emergency Generator Replacement Project. The Southwest restroom renovation is complete and awaiting final billing. The South Trail restroom project is just beginning. The Southeast restroom and the Emergency Generator replacement will begin in December. The $95,193 incurred so far includes approximately $67,000 in owner provided materials for the Southwest restroom project.
Orange County Library District
Governmental Funds
Cash and Investment Analysis

I. Issue Statement:

During the October 8, 2019 Board of Trustees Meeting, Trustee Richard Maladecki requested a report on the Library’s Cash Reserves to be provided at the next Board meeting.

II. Background and Summary:

The Library has three (3) types of funds: Fiduciary, Proprietary and Governmental.

The Fiduciary Funds are restricted pension related funds which cannot be used for operations. They consist of the Defined Benefit, Defined Contribution, Money Purchase and OPEB funds.

The Proprietary Fund is restricted for Health and Self insurance activities and cannot be used for operations.

The Governmental Funds consist of the Capital Project Fund, Sinking Fund, Permanent Fund and General Fund. With the exception of the principal balance in the Permanent Fund, all of the Governmental Funds can be used for operations or capital projects.

The Capital Project Fund is the monies set aside for new branch development. The Library has been requested to develop branches in the Horizons West and the Lake Nona areas. Note, with the FY 19 balance and FY 20 contribution, the Library has sufficient funds to begin design and construction of one of the new branches with final funding coming in FY 21. Funding for the second branch will need to be set aside beginning in FY 21. Note: It takes approximately four (4) to five (5) years to cash fund a new branch.

The Sinking Fund is the monies set aside for equipment acquisition renewal and replacement. The intent is to build these funds to provide for long term capital maintenance items such as HVAC, Roofs, etc that will be reaching the end of their useful life. These funds can also be used to start emergency repairs, if any of the facilities are damaged until the insurance funds are received.

The Permanent Fund is the Melrose Fund, and the $1,000,000 principal donated by Mr. Melrose is to stay intact with the interest to be used to fund the Melrose Center operations.

The General Fund is used to record all revenues and expenditures applicable to the general operations of the Library. This is the fund focused on below.

Attachment A is a spreadsheet showing the various Governmental Fund accounts since FY 15. As noted on Attachment A, the Library’s General Fund has grown $5 million or almost 50% since 2015 after paying all of its operating cost and providing approximately $8 million towards the Capital Project Fund.

Attachment B is a bar chart graphicly displaying the growth in the various Governmental Fund accounts.
Attachment C is a bar chart graphicly displaying how many months our year-end reserves will fund the Library’s operations. The five (5) year average monthly operating expenditures for October, November and December is $3.5 million per month. As Attachment C displays, the Library’s Reserves have grown to be able to cover almost 4.5 months of operating costs with no additional income. The target is to have year-end General Fund Reserves cover a minimum of three (3) months of operating costs.

The need to cover three (3) months of operating expenses is due to the collection timing of Ad Valorem taxes. The Library receives approximately 5% of the taxes in November, another 49% in December, another 19% in January and another 15% in February and the remaining 12% is received throughout the rest of the fiscal year. The Library invests the new tax revenues as they are received and uses the funds to pay operating, capital maintenance, and other costs throughout the fiscal year.

According to the Government Finance Officers Association, (GFOA) the recommended minimum general fund reserves balance is no less than two months of regular general fund operating revenues or regular general fund operating expenditures. Other accounting publications indicate a target of 5% of Annual Expenditures to up to 3 months or 25% of Annual Expenditures.

As noted in various governmental budgeting pronouncements, Reserve funds should not be merely a “parking lot” for excess cash or fund balance. Local governments and school districts should balance the desirability of accumulating reserves for future needs with the obligation to make sure taxpayers are not overburdened by these practices.

So simply stated, the Library’s year-end General Fund Reserve balances are on target, exceed GFOA’s recommended minimum and are sufficient to meet the Library’s objectives.
# Orange County Library District
## Governmental Funds
### Cash and Investments Analysis

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<th>Fund:</th>
<th>9/30/2019</th>
<th>9/30/2018</th>
<th>9/30/2017</th>
<th>9/30/2016</th>
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<td></td>
<td>Prelim Balance</td>
<td>Balance</td>
<td>Balance</td>
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<td><strong>General:</strong></td>
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<tr>
<td>Cash &amp; Cash Equivalents</td>
<td>$1,090,574</td>
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<td>$3,413,574</td>
<td>$4,768,697</td>
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<td>Investments</td>
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<td><strong>Total Cash &amp; Investments</strong></td>
<td>$15,438,354</td>
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<td>23.64%</td>
<td>3.28%</td>
<td>2.70%</td>
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<td><strong>Capital:</strong></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash &amp; Cash Equivalents</td>
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<td><strong>Total Cash &amp; Investments</strong></td>
<td>$9,830,725</td>
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<td>82.14%</td>
<td>40.81%</td>
<td>36.62%</td>
<td>45.78%</td>
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</tr>
<tr>
<td><strong>Sinking:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash &amp; Cash Equivalents</td>
<td>$3,415</td>
<td>$49,803</td>
<td>$22,125</td>
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<tr>
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<td>$790,213</td>
<td>$458,831</td>
<td>$479,668</td>
<td>$444,467</td>
<td>$301,195</td>
</tr>
<tr>
<td><strong>Total Cash &amp; Investments</strong></td>
<td>$793,628</td>
<td>$508,634</td>
<td>$501,793</td>
<td>$497,582</td>
<td>$494,382</td>
</tr>
<tr>
<td>$ Difference</td>
<td>$284,994</td>
<td>$6,841</td>
<td>$4,211</td>
<td>$3,200</td>
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</tr>
<tr>
<td>% Difference</td>
<td>56.03%</td>
<td>1.36%</td>
<td>0.85%</td>
<td>0.65%</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Permanent:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash &amp; Cash Equivalents</td>
<td>$0</td>
<td>$1,042</td>
<td>$1,042</td>
<td>$1,042</td>
<td>$0</td>
</tr>
<tr>
<td>Investments</td>
<td>$1,213,782</td>
<td>$682,592</td>
<td>$631,978</td>
<td>$558,651</td>
<td>$0</td>
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<tr>
<td><strong>Total Cash &amp; Investments</strong></td>
<td>$1,213,782</td>
<td>$683,634</td>
<td>$633,020</td>
<td>$559,693</td>
<td>$0</td>
</tr>
<tr>
<td>$ Difference</td>
<td>$530,148</td>
<td>$50,614</td>
<td>$73,327</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>% Difference</td>
<td>77.55%</td>
<td>8.00%</td>
<td>13.10%</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash &amp; Cash Equivalents</td>
<td>$1,131,768</td>
<td>$6,183,388</td>
<td>$3,605,748</td>
<td>$5,104,782</td>
<td>$3,071,198</td>
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<tr>
<td>Investments</td>
<td>$26,144,721</td>
<td>$14,021,884</td>
<td>$12,374,192</td>
<td>$9,420,174</td>
<td>$9,729,374</td>
</tr>
<tr>
<td><strong>Total Cash &amp; Investments</strong></td>
<td>$27,276,489</td>
<td>$20,205,272</td>
<td>$15,979,940</td>
<td>$14,524,956</td>
<td>$12,800,572</td>
</tr>
<tr>
<td>$ Difference</td>
<td>$7,071,217</td>
<td>$4,225,332</td>
<td>$1,454,984</td>
<td>$1,724,384</td>
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<tr>
<td>% Difference</td>
<td>35.00%</td>
<td>26.44%</td>
<td>10.02%</td>
<td>13.47%</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Fy 15 thru Fy 18 Source: Comprehensive Annual Financial Report (CAFR)
Fy 19 Source: Preliminary Financial Statements as of 9-30-19.
Note: Fy 19 Cash & Investments Amounts will change in Fy 19 CAFR to reflect Money Market as Cash.
Orange County Library District
Governmental Funds
Cash and Investment Analysis

<table>
<thead>
<tr>
<th>Date</th>
<th>Operating</th>
<th>Capital</th>
<th>Sinking</th>
<th>Permanent</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/30/2015</td>
<td>$10,381,556</td>
<td>$1,924,634</td>
<td>$494,382</td>
<td>$0</td>
</tr>
<tr>
<td>9/30/2016</td>
<td>$10,662,025</td>
<td>$2,805,656</td>
<td>$497,582</td>
<td>$559,693</td>
</tr>
<tr>
<td>9/30/2017</td>
<td>$11,012,097</td>
<td>$3,833,030</td>
<td>$501,793</td>
<td>$633,020</td>
</tr>
<tr>
<td>9/30/2018</td>
<td>$13,615,649</td>
<td>$5,397,355</td>
<td>$508,634</td>
<td>$683,634</td>
</tr>
<tr>
<td>9/30/2019</td>
<td>$15,463,354</td>
<td>$9,830,725</td>
<td>$768,628</td>
<td>$1,213,782</td>
</tr>
</tbody>
</table>

Fy 15 thru Fy 18 Source: Comprehensive Annual Financial Report (CAFR)
Fy 19 Source: Preliminary Financial Statements as of 9-30-19
Orange County Library District
Governmental Funds
General Fund Cash and Investment Reserve Analysis

<table>
<thead>
<tr>
<th>Date</th>
<th>Months Exp Covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/30/2015</td>
<td>2.97</td>
</tr>
<tr>
<td>9/30/2016</td>
<td>3.05</td>
</tr>
<tr>
<td>9/30/2017</td>
<td>3.15</td>
</tr>
<tr>
<td>9/30/2018</td>
<td>3.89</td>
</tr>
<tr>
<td>9/30/2019</td>
<td>4.42</td>
</tr>
</tbody>
</table>

OCLS 5 Year Average Monthly Expense for 1st Qtr is $3.5M
**ORANGE COUNTY LIBRARY DISTRICT**  
**OPERATING FUND REVENUE SUMMARY**  
-One Month Ended October 31, 2019-

<table>
<thead>
<tr>
<th></th>
<th>ANNUAL BUDGET</th>
<th>YTD ACTUAL</th>
<th>(1 month= 8.33%)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>AD VALOREM TAXES</strong></td>
<td>48,020,000</td>
<td>83,682</td>
<td>0.2%</td>
</tr>
<tr>
<td><strong>INTERGOVERNMENTAL</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State &amp; Federal Grant</td>
<td>50,000</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td>State Aid</td>
<td>830,000</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td>County Grants</td>
<td>500,000</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>CHARGES FOR SERVICES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fee Cards</td>
<td>18,000</td>
<td>1,500</td>
<td>8.3%</td>
</tr>
<tr>
<td>PC Pass ($10 for 7 days)</td>
<td>2,000</td>
<td>303</td>
<td>15.2%</td>
</tr>
<tr>
<td>PC Express ($5 for 1 hour)</td>
<td>4,000</td>
<td>390</td>
<td>9.8%</td>
</tr>
<tr>
<td>Classes</td>
<td>6,000</td>
<td>121</td>
<td>2.0%</td>
</tr>
<tr>
<td>Meeting Rooms</td>
<td>55,000</td>
<td>4,496</td>
<td>8.2%</td>
</tr>
<tr>
<td>Faxes</td>
<td>55,000</td>
<td>2,264</td>
<td>4.1%</td>
</tr>
<tr>
<td>Scans</td>
<td>30,000</td>
<td>592</td>
<td>2.0%</td>
</tr>
<tr>
<td>Ear Buds &amp; Jump Drives</td>
<td>6,000</td>
<td>576</td>
<td>9.6%</td>
</tr>
<tr>
<td>Bag Sales</td>
<td>3,500</td>
<td>292</td>
<td>8.3%</td>
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<tr>
<td>Replace Library Cards</td>
<td>30,000</td>
<td>1,527</td>
<td>5.1%</td>
</tr>
<tr>
<td>Copy &amp; Vending</td>
<td>225,000</td>
<td>10,692</td>
<td>4.8%</td>
</tr>
<tr>
<td>Passport Facility &amp; Photo Fees</td>
<td>-</td>
<td>2,450</td>
<td>-</td>
</tr>
<tr>
<td>Other</td>
<td>2,500</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td></td>
<td>437,000</td>
<td>25,203</td>
<td>5.8%</td>
</tr>
<tr>
<td><strong>FINES &amp; LOST MATERIALS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>600,000</td>
<td>28,956</td>
<td>4.8%</td>
</tr>
<tr>
<td><strong>MISCELLANEOUS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Investment Earnings</td>
<td>350,000</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td>Sales of Surplus Property</td>
<td>2,000</td>
<td>-</td>
<td>0.0%</td>
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<tr>
<td>Contributions - Friends of Library</td>
<td>60,000</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td>Contributions - Others</td>
<td>20,000</td>
<td>406</td>
<td>2.0%</td>
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<tr>
<td>Internet Rebate</td>
<td>80,000</td>
<td>-</td>
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<tr>
<td>Grants &amp; Awards</td>
<td>40,000</td>
<td>6,750</td>
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<tr>
<td>Miscellaneous</td>
<td>70,000</td>
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<td>5.5%</td>
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<tr>
<td></td>
<td>622,000</td>
<td>11,021</td>
<td>1.8%</td>
</tr>
<tr>
<td><strong>TRANSFER FR PROP APPRAISER</strong></td>
<td></td>
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<td></td>
</tr>
<tr>
<td><strong>TRANSFER FR TAX COLLECTOR</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>12,000</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td></td>
<td>400,000</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td><strong>51,471,000</strong></td>
<td><strong>148,862</strong></td>
<td><strong>0.3%</strong></td>
</tr>
<tr>
<td></td>
<td>ANNUAL BUDGET</td>
<td>YTD ACTUAL</td>
<td>(1 month=8.33%)</td>
</tr>
<tr>
<td>--------------------------</td>
<td>---------------</td>
<td>------------</td>
<td>-----------------</td>
</tr>
<tr>
<td><strong>SALARIES &amp; BENEFITS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries</td>
<td>18,603,000</td>
<td>1,558,731</td>
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<td>Medicare Taxes</td>
<td>276,000</td>
<td>21,996</td>
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<tr>
<td>Defined Contribution Pension Plan</td>
<td>1,382,000</td>
<td>116,905</td>
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<tr>
<td>Defined Benefit Pension Plan</td>
<td>850,000</td>
<td>94,028</td>
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<tr>
<td>Money Purchase Pension Plan</td>
<td>939,000</td>
<td>98,328</td>
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</tr>
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<td>Life and Health Insurance (Employees)</td>
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<td>257,263</td>
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<tr>
<td>Retiree Health Care (OPEB)</td>
<td>724,000</td>
<td>60,273</td>
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<td>Worker's Compensation</td>
<td>125,000</td>
<td>24,935</td>
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<tr>
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<td>14,000</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td>Parking &amp; Bus Passes</td>
<td>221,000</td>
<td>16,588</td>
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</tr>
<tr>
<td></td>
<td>26,460,000</td>
<td>2,249,047</td>
<td>8.5%</td>
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<tr>
<td><strong>OPERATING</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Professional Services</td>
<td>236,000</td>
<td>12,400</td>
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<tr>
<td>Other Contractual Services</td>
<td>1,981,000</td>
<td>106,489</td>
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<tr>
<td>Other Contract. Serv.- Janitorial</td>
<td>349,000</td>
<td>7,293</td>
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<tr>
<td>Training and Travel</td>
<td>115,000</td>
<td>8,577</td>
<td>7.5%</td>
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<tr>
<td>Telecommunication</td>
<td>300,000</td>
<td>12,657</td>
<td>4.2%</td>
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<tr>
<td>Delivery and Postage</td>
<td>1,135,000</td>
<td>216,160</td>
<td>19.0%</td>
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<tr>
<td>Utilities</td>
<td>971,000</td>
<td>23,403</td>
<td>2.4%</td>
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<tr>
<td>Rentals and Leases</td>
<td>1,476,000</td>
<td>100,291</td>
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<tr>
<td>Insurance</td>
<td>346,000</td>
<td>274,486</td>
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<tr>
<td>Repairs and Maintenance</td>
<td>1,252,000</td>
<td>196,855</td>
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<tr>
<td>Repairs &amp; Maint. - Hardware/Software</td>
<td>950,000</td>
<td>74,993</td>
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<tr>
<td>Copying/Printing</td>
<td>262,000</td>
<td>11,590</td>
<td>4.4%</td>
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<tr>
<td>Property Appraiser's Fee</td>
<td>395,000</td>
<td>105,663</td>
<td>26.8%</td>
</tr>
<tr>
<td>Tax Collector's Fee</td>
<td>961,000</td>
<td>1,714</td>
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<tr>
<td>Supplies</td>
<td>794,000</td>
<td>10,467</td>
<td>1.3%</td>
</tr>
<tr>
<td>Supplies-Hardware/Software</td>
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<td>1,566</td>
<td>0.3%</td>
</tr>
<tr>
<td>Supplies-Programming</td>
<td>-</td>
<td>4,617</td>
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<tr>
<td>Memberships</td>
<td>20,000</td>
<td>8,670</td>
<td>43.4%</td>
</tr>
<tr>
<td></td>
<td>12,018,000</td>
<td>1,177,891</td>
<td>9.8%</td>
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<tr>
<td><strong>CAPITAL OUTLAY</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building and Improvements</td>
<td>2,323,000</td>
<td>95,193</td>
<td>4.1%</td>
</tr>
<tr>
<td>Equipment and Furniture</td>
<td>143,000</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td>Hardware/Software</td>
<td>670,000</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td></td>
<td>3,136,000</td>
<td>95,193</td>
<td>3.0%</td>
</tr>
<tr>
<td><strong>LIBRARY MATERIALS</strong></td>
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<td></td>
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</tr>
<tr>
<td>Materials - Restricted Contributions</td>
<td>10,000</td>
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<td>0.0%</td>
</tr>
<tr>
<td>Materials - Other</td>
<td>4,680,000</td>
<td>745,080</td>
<td>15.9%</td>
</tr>
<tr>
<td></td>
<td>4,690,000</td>
<td>745,080</td>
<td>15.9%</td>
</tr>
<tr>
<td><strong>TRANSFER TO CAPITAL PROJECTS FUND</strong></td>
<td>4,000,000</td>
<td>333,333</td>
<td>8.3%</td>
</tr>
<tr>
<td><strong>TRANSFER TO SINKING/EARR FUND</strong></td>
<td>500,000</td>
<td>41,667</td>
<td>8.3%</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td>50,804,000</td>
<td>4,642,211</td>
<td>9.1%</td>
</tr>
</tbody>
</table>
# ORANGE COUNTY LIBRARY DISTRICT
## CAPITAL PROJECTS FUND
### One Month Ended October 31, 2019

<table>
<thead>
<tr>
<th></th>
<th>ANNUAL BUDGET</th>
<th>YTD ACTUAL</th>
<th>(1 month= 8.33%)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Investment Earnings</td>
<td>100,000</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td>Transfer from Operating Fund</td>
<td>4,000,000</td>
<td>333,333</td>
<td>8.3%</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>4,100,000</td>
<td>333,333</td>
<td>8.1%</td>
</tr>
</tbody>
</table>

<p>| | | | |
|                      |               |            |                  |
| <strong>EXPENDITURES</strong>     |               |            |                  |
| New Branch           | 375,000       | -          | 0.0%             |
| Reserves             | 3,725,000     | 333,333    | 8.9%             |
| <strong>TOTAL EXPENDITURES</strong>| 4,100,000   | 333,333    | 8.1%             |</p>
<table>
<thead>
<tr>
<th>REVENUES</th>
<th>ANNUAL BUDGET</th>
<th>YTD ACTUAL</th>
<th>(1 month=8.33%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Investment Earnings</td>
<td>8,000</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td>Transfer from Operating Fund</td>
<td>500,000</td>
<td>41,667</td>
<td>8.3%</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td><strong>508,000</strong></td>
<td><strong>41,667</strong></td>
<td><strong>8.2%</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENDITURES</th>
<th>ANNUAL BUDGET</th>
<th>YTD ACTUAL</th>
<th>(1 month=8.2%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reserves-Building and Improvements</td>
<td>417,000</td>
<td>34,203</td>
<td>8.2%</td>
</tr>
<tr>
<td>Reserves - Technology</td>
<td>91,000</td>
<td>7,464</td>
<td>8.2%</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td><strong>508,000</strong></td>
<td><strong>41,667</strong></td>
<td><strong>8.2%</strong></td>
</tr>
</tbody>
</table>
# ORANGE COUNTY LIBRARY DISTRICT
## PERMANENT FUND
### One Month Ended October 31, 2019

<table>
<thead>
<tr>
<th></th>
<th>ANNUAL BUDGET</th>
<th>YTD ACTUAL</th>
<th>(1 month= 8.33%)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Investment Earnings</td>
<td>25,000</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td>Reserves</td>
<td>25,000</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>50,000</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td>50,000</td>
<td>-</td>
<td>-</td>
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<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td>50,000</td>
<td>-</td>
<td>0.0%</td>
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### ASSETS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Cash on Hand</td>
<td>19,819</td>
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<tr>
<td>Equity in Pooled Cash</td>
<td>1,213,252</td>
</tr>
<tr>
<td>Equity in Pooled Investments</td>
<td>9,492,711</td>
</tr>
<tr>
<td>Accounts Receivable</td>
<td>6,000</td>
</tr>
<tr>
<td>Inventory</td>
<td>155,055</td>
</tr>
<tr>
<td>Prepaid</td>
<td>210,868</td>
</tr>
<tr>
<td>Other Assets-Deposits</td>
<td>9,865</td>
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<tr>
<td><strong>TOTAL ASSETS</strong></td>
<td><strong>11,107,570</strong></td>
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</table>
ORANGE COUNTY LIBRARY DISTRICT
OPERATING FUND
BALANCE SHEET - LIABILITIES & FUND BALANCE
October 31, 2019

<table>
<thead>
<tr>
<th>LIABILITIES</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts Payable</td>
<td>695,063</td>
</tr>
<tr>
<td>Accrued Wages Payable</td>
<td>199,425</td>
</tr>
<tr>
<td>Accrued Sales Tax</td>
<td>2,844</td>
</tr>
<tr>
<td>Accrued Fax Tax</td>
<td>296</td>
</tr>
<tr>
<td>Employee Payroll Deductions:</td>
<td></td>
</tr>
<tr>
<td>United Appeal</td>
<td>191</td>
</tr>
<tr>
<td>Vision Plan</td>
<td>253</td>
</tr>
<tr>
<td>Weight Watchers</td>
<td>318</td>
</tr>
<tr>
<td>Daughters of American Revolution</td>
<td>139</td>
</tr>
<tr>
<td>Staff Association</td>
<td>3,850</td>
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<tr>
<td><strong>TOTAL LIABILITIES</strong></td>
<td><strong>902,379</strong></td>
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</table>

<table>
<thead>
<tr>
<th>FUND BALANCE</th>
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<tbody>
<tr>
<td>Nonspendable:</td>
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<tr>
<td>Inventory</td>
<td>155,055</td>
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<tr>
<td>Prepaid Items and Deposits</td>
<td>220,733</td>
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<tr>
<td>Annetta O'B Walker Trust Fund</td>
<td>4,000</td>
</tr>
<tr>
<td>A.P. Phillips Memorial Fund</td>
<td>100,000</td>
</tr>
<tr>
<td>Willis H. Warner Memorial Fund</td>
<td>33,712</td>
</tr>
<tr>
<td>Perce C. and Mary M. Gullett Memorial Fund</td>
<td>19,805</td>
</tr>
<tr>
<td>Committed:</td>
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<tr>
<td>Vivian Esch Estate Fund</td>
<td>44,198</td>
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<tr>
<td>Edmund L. Murray Estate Fund</td>
<td>724,689</td>
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<tr>
<td>Arthur Sondheim Estate Fund</td>
<td>39,941</td>
</tr>
<tr>
<td>Strategic Plan</td>
<td>4,000,000</td>
</tr>
<tr>
<td>Unassigned</td>
<td>9,356,407</td>
</tr>
<tr>
<td>Current Year Expenditures over Revenue</td>
<td>(4,493,349)</td>
</tr>
<tr>
<td><strong>TOTAL FUND BALANCE</strong></td>
<td><strong>10,205,191</strong></td>
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</table>

**TOTAL LIABILITIES & FUND BALANCE** 11,107,570
## ORANGE COUNTY LIBRARY DISTRICT
### MONTHLY ROLLOVER
#### October 31, 2019

<table>
<thead>
<tr>
<th></th>
<th>BALANCE 09/30/19</th>
<th>RECEIPTS</th>
<th>DISBURSE</th>
<th>BALANCE 10/31/19</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>OPERATING</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equity in Pooled Cash</td>
<td>1,090,574</td>
<td>2,080,794</td>
<td>1,958,116</td>
<td>1,213,252</td>
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<tr>
<td>Equity in Pooled Investments</td>
<td>15,622,780</td>
<td>19,931</td>
<td>6,150,000</td>
<td>9,492,711</td>
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<tr>
<td></td>
<td><strong>16,713,354</strong></td>
<td><strong>2,100,725</strong></td>
<td><strong>8,108,116</strong></td>
<td><strong>10,705,963</strong></td>
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<tr>
<td><strong>SINKING</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equity in Pooled Investments</td>
<td>515,213</td>
<td>317,335</td>
<td>-</td>
<td>832,548</td>
</tr>
<tr>
<td><strong>CAPITAL PROJECTS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equity in Pooled Investments</td>
<td>8,792,946</td>
<td>1,344,564</td>
<td>-</td>
<td>10,137,510</td>
</tr>
<tr>
<td><strong>SELF FUNDED HEALTH</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equity in Pooled Cash</td>
<td>341,903</td>
<td>256,291</td>
<td>223,720</td>
<td>374,474</td>
</tr>
<tr>
<td>Claims Payment Checking Account</td>
<td>72,000</td>
<td>298,168</td>
<td>298,168</td>
<td>72,000</td>
</tr>
<tr>
<td>Equity in Pooled Investments</td>
<td>4,261,766</td>
<td>5,530</td>
<td>-</td>
<td>4,267,296</td>
</tr>
<tr>
<td></td>
<td><strong>4,675,669</strong></td>
<td><strong>559,989</strong></td>
<td><strong>521,888</strong></td>
<td><strong>4,713,770</strong></td>
</tr>
</tbody>
</table>
# General Pooled Investments

**October 31, 2019**

<table>
<thead>
<tr>
<th>Investment Type</th>
<th>Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>US Treasury Securities</td>
<td>9,981,584</td>
</tr>
<tr>
<td>Money Market Funds</td>
<td></td>
</tr>
<tr>
<td>Federated Treasury Obligations Fund</td>
<td>674,713</td>
</tr>
<tr>
<td>Federated Government Obligations Fund</td>
<td>1,084,662</td>
</tr>
<tr>
<td>Local Government Investment Pools</td>
<td></td>
</tr>
<tr>
<td>Florida Safe</td>
<td>6,133,096</td>
</tr>
<tr>
<td>Florida Prime (SBA)</td>
<td>6,856,010</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>24,730,065</strong></td>
</tr>
</tbody>
</table>

- **US Treasury Securities, 41%**
- **Florida Prime, 27%**
- **Florida Safe, 25%**
- **Federated Government Obligations Fund, 4%**
- **Federated Treasury Obligations Fund, 3%**
Orange County Library System
Board of Trustees Meeting
November 14, 2019

Dashboard:
➤ October 2019
➤ Circulation Year End FY 2019
Overall, digital usage was up 12% comparing October 2019 to October 2018. Digital resource usage continues to increase each month and a new overall record of 207,960 checkouts was set last month. RB Magazines set a daily record with 723 checkouts on 10/11/19.

There were 64 passports applied for in October 2019 (41 adults and 23 juveniles).

The Digital Products total is 88,241, a +104% change when compared to October 2018’s total of 43,267. The reason for the sizable growth is that one video was promoted in the form of a YouTube ad. During October, Thank You From Orange County Library System received 42,575 views.

The Melrose Center welcomed 159 new members in October, while 7,436 people visited the Center throughout the month.
Social media saw an increase of 18.66% in October 2019.

October was a month of consistent, steady growth. While no account saw an unusually high spike in growth, we did see some notable increases in engagement during this time period. Our Instagram account saw a 13.8% increase in engagements. Some of our top-performing Instagram posts featured an attractive photo from a customer of the Orlando Public Library, a behind-the-scenes look at how our October magazine cover came to life, and a photo re-shared from a customer featuring one of our books in a pumpkin patch. We will continue to implement user-generated content into our social media strategy for this fiscal year because evidence shows it performs significantly higher than branded content. Additionally, our engagement rate on Facebook increased 2.1% this month thanks to viral posts such a meme that encouraged customers to think of ways to read more before 2019 ends and our annual Pumpkin Contest photo album. While we continue to grow our audience and reach, our focus continues to be on developing and curating content that keeps our audience engaged with the library and creating a sense of community online.
<table>
<thead>
<tr>
<th>Location</th>
<th>Days Open</th>
<th>Circulation Total</th>
<th>% of Total</th>
<th>Year Ago</th>
<th>Gain (Loss)</th>
<th>% Gain - Loss</th>
<th>Drive Up Window Visits</th>
<th>Walk In Visits</th>
<th>Total Visits</th>
<th>Drive Up Window Visits Previous Year</th>
<th>Walk In Visits Previous Year</th>
<th>Visits (Loss)</th>
<th>% Gain (Loss)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main</td>
<td>346</td>
<td>2,176,472</td>
<td>20.99%</td>
<td>2,389,104</td>
<td>(212,632)</td>
<td>-8.90%</td>
<td>499,587</td>
<td>499,587</td>
<td>505,884</td>
<td>505,884 (6,297)</td>
<td>5,126 (1.12%)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MAYL</td>
<td>243</td>
<td>499,218</td>
<td>4.81%</td>
<td>484,261</td>
<td>14,957</td>
<td>3.09%</td>
<td>462,272</td>
<td>462,272</td>
<td>457,146</td>
<td>457,146 (5,126)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Digital Products</td>
<td>243</td>
<td>-</td>
<td>8.61%</td>
<td>537,576</td>
<td>354,720</td>
<td>65.99%</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Digital Downloads</td>
<td>243</td>
<td>-</td>
<td>22.03%</td>
<td>2,030,835</td>
<td>253,157</td>
<td>12.47%</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<td></td>
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</tr>
<tr>
<td>Databases</td>
<td>1,649,732</td>
<td>15.91%</td>
<td>1,311,318</td>
<td>338,414</td>
<td>25.81%</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Talking Books</td>
<td>346</td>
<td>25,833</td>
<td>0.25%</td>
<td>28,429</td>
<td>(2,596)</td>
<td>-9.13%</td>
<td>164,989</td>
<td>164,989</td>
<td>170,933</td>
<td>170,933 (5,944)</td>
<td>170,933 (5,944)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chickasaw</td>
<td>297</td>
<td>167,417</td>
<td>1.61%</td>
<td>209,716</td>
<td>(42,299)</td>
<td>-20.17%</td>
<td>229,538</td>
<td>229,538</td>
<td>278,184</td>
<td>278,184 (5,646)</td>
<td>278,184 (5,646)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>West Oaks</td>
<td>346</td>
<td>152,778</td>
<td>1.47%</td>
<td>183,676</td>
<td>(30,898)</td>
<td>-16.82%</td>
<td>142,089</td>
<td>142,089</td>
<td>151,814</td>
<td>151,814 (11,534)</td>
<td>151,814 (11,534)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Herndon</td>
<td>297</td>
<td>209,897</td>
<td>2.02%</td>
<td>250,643</td>
<td>(40,746)</td>
<td>-16.26%</td>
<td>140,280</td>
<td>140,280</td>
<td>142,432</td>
<td>142,432 (2,152)</td>
<td>142,432 (2,152)</td>
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<tr>
<td>Alafaya</td>
<td>346</td>
<td>356,092</td>
<td>3.43%</td>
<td>413,304</td>
<td>(57,212)</td>
<td>-13.84%</td>
<td>229,538</td>
<td>229,538</td>
<td>278,184</td>
<td>278,184 (5,646)</td>
<td>278,184 (5,646)</td>
<td></td>
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<tr>
<td>Southeast</td>
<td>297</td>
<td>263,945</td>
<td>2.55%</td>
<td>318,104</td>
<td>(54,159)</td>
<td>-17.03%</td>
<td>188,679</td>
<td>188,679</td>
<td>203,240</td>
<td>203,240 (14,561)</td>
<td>203,240 (14,561)</td>
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<tr>
<td>Hiawassee</td>
<td>289</td>
<td>139,355</td>
<td>1.34%</td>
<td>170,364</td>
<td>(31,009)</td>
<td>-18.20%</td>
<td>154,412</td>
<td>154,412</td>
<td>154,933</td>
<td>154,933 (521)</td>
<td>154,933 (521)</td>
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<td></td>
</tr>
<tr>
<td>Southwest</td>
<td>297</td>
<td>266,351</td>
<td>2.57%</td>
<td>296,165</td>
<td>(29,814)</td>
<td>-10.07%</td>
<td>186,940</td>
<td>186,940</td>
<td>189,248</td>
<td>189,248 (2,308)</td>
<td>189,248 (2,308)</td>
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<tr>
<td>Edgewater</td>
<td>297</td>
<td>151,943</td>
<td>1.47%</td>
<td>194,133</td>
<td>(42,190)</td>
<td>-21.73%</td>
<td>127,951</td>
<td>127,951</td>
<td>140,232</td>
<td>140,232 (12,281)</td>
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<tr>
<td>North Orange</td>
<td>346</td>
<td>250,041</td>
<td>2.41%</td>
<td>295,764</td>
<td>(45,723)</td>
<td>-15.46%</td>
<td>165,137</td>
<td>165,137</td>
<td>171,500</td>
<td>171,500 (6,363)</td>
<td>171,500 (6,363)</td>
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<td></td>
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<tr>
<td>South Creek</td>
<td>346</td>
<td>262,496</td>
<td>2.53%</td>
<td>302,423</td>
<td>(39,927)</td>
<td>-13.20%</td>
<td>165,137</td>
<td>165,137</td>
<td>171,500</td>
<td>171,500 (6,363)</td>
<td>171,500 (6,363)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>South Trail</td>
<td>297</td>
<td>132,544</td>
<td>1.28%</td>
<td>170,661</td>
<td>(38,117)</td>
<td>-22.33%</td>
<td>145,149</td>
<td>145,149</td>
<td>164,930</td>
<td>164,930 (19,781)</td>
<td>164,930 (19,781)</td>
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<td></td>
</tr>
<tr>
<td>Winter Garden</td>
<td>297</td>
<td>243,320</td>
<td>2.35%</td>
<td>263,941</td>
<td>(20,621)</td>
<td>-7.81%</td>
<td>142,016</td>
<td>142,016</td>
<td>163,284</td>
<td>163,284 (17)</td>
<td>163,284 (17)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Windermere</td>
<td>297</td>
<td>166,918</td>
<td>1.61%</td>
<td>177,794</td>
<td>(10,876)</td>
<td>-6.12%</td>
<td>106,680</td>
<td>106,680</td>
<td>112,563</td>
<td>112,563 (5,883)</td>
<td>112,563 (5,883)</td>
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<td></td>
</tr>
<tr>
<td>Washington Park</td>
<td>297</td>
<td>54,962</td>
<td>0.53%</td>
<td>71,807</td>
<td>(16,845)</td>
<td>-23.46%</td>
<td>86,569</td>
<td>86,569</td>
<td>93,565</td>
<td>93,565 (6,996)</td>
<td>93,565 (6,996)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eatonville</td>
<td>297</td>
<td>23,734</td>
<td>0.23%</td>
<td>26,627</td>
<td>(2,893)</td>
<td>-10.86%</td>
<td>57,194</td>
<td>57,194</td>
<td>52,160</td>
<td>52,160 (5,034)</td>
<td>52,160 (5,034)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td>5,232</td>
<td>10,369,336</td>
<td>100.00%</td>
<td>10,126,645</td>
<td>242,691</td>
<td>2.40%</td>
<td>112,568</td>
<td>112,568</td>
<td>3,275,699</td>
<td>3,375,981 (55,274)</td>
<td>3,375,981 (55,274)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Orange County Library System
Circulation Statistics by Location - Preliminary Without Databases
FY 2019
October 1, 2018 - September 30, 2019
Orange County Library System
Board of Trustees Meeting
November 14, 2019

Action Items
Consent Agenda

19-149  Mechanical, Electrical & Plumbing Contract
19-150  Architect Contract
19-151  Construction Management Contract
19-152  Eatonville Lease Renewal
19-153  Southeast Lease Renewal
19-154  Request to Serve Alcohol
Orange County Library System
Board of Trustees Meeting
November 14, 2019

Mechanical, Electrical
& Plumbing Contract
I. ISSUE STATEMENT:

On September 12, 2019, the Board of Trustees approved staff to negotiate contracts with three (3) Mechanical, Electrical and Plumbing (MEP) Engineering firms (C&S Consulting (C&S), Hanson Engineering (HANSON) and TLC Engineering (TLC)) to provide Continuing MEP services to the Library for the next three (3) years with two (2) one (1) year extensions for a total of five (5) potential years of service. Board approval is needed for the contract execution with the three (3) MEP Engineering firms.

II. BACKGROUND & SUMMARY:

The Library has, and will continue to update, a list of projects that require MEP services. The majority of the projects are HVAC related as our air conditioning systems are coming to the end of their useful life. They will also provide MEP services in coordination with the CM and AE consultants. By entering into a continuing services contract with MEP firms to provide these services the Library will have pre-negotiated rates and will save 8 – 12 weeks in selection time when we are ready to proceed with a project. The other benefit is having a consistency in design concepts.

The MEPs that are selected for this continuing services contract are bound by F.S. 287.055 titled, Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services. The maximum cost per MEP project would be $2 million with most projects being less than $500,000, any project costing over $2 million (like a new Branch) would require a separate RFQ process. Note: There are no minimum payment guarantees, thus if we do not have projects requiring their services, they are not owed payment. The firms only get paid if they do work for the Library.

The projects will be assigned to the MEP firms based on the amount of work, the dollar value of work assigned, their area of specialty and other factors. The goal is to have all three (3) firms receive as near equal dollar value of work as possible over the contract period.

As noted during the September 12, 2019 meeting, the Library followed the selection process as dictated by the Florida Statutes, 287.055 and the Library’s Procurement Policy and Procedures. The Library and the Firms have been in negotiations in regards to contract terms and rates. The terms have been reviewed by the Library’s legal team and the rates have been verified against similar continuing services contracts with the City of Orlando and Orange County.

III. CONTRACT RECOMMENDATION:

Staff recommends the Library Board to authorize staff to execute the attached Continuing Services contracts for MEP Engineering services with the following Firms.

C&S Consulting (C&S)
Hanson Engineering (HANSON)
TLC Engineering (TLC).

Note to save you reading time, the only difference in pages 1 – 27 is the name of the firm, all other terms and conditions are the same.
Continuing Mechanical, Electrical and Plumbing (MEP) Engineering Services Firm Contract Execution

Minutes of a regular meeting of the Board of Trustees of the Orange County Library System, held in the City of Orlando, on the 14th of November, 2019, at 6:00 pm, prevailing Eastern Time.

PRESENT:

ABSENT:

The Board Resolves:

1. To approve staff to execute a three (3) year with two (2) one (1) year renewal Continuing Services Contract for MEP Engineering Services for the Library, with the following firms.

   1. C&S Consulting (C&S)
   2. Hanson Engineering (HANSON)
   3. TLC Engineering (TLC)

2. All resolutions that conflict with the provisions of this resolution are rescinded.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED:

_________________________________________
Secretary
CONTRACT OCLS-19-004-A

THIS CONTRACT made and entered into this ______ day of November, 2019, by and between the:

Orange County Library System  
101 East Central Blvd  
Orlando, Florida 32801

a special independent taxing district of the State of Florida, hereinafter referred to as “LIBRARY” and:

C&S Engineers, Inc.  
605 East Robinson Street, Suite 210  
Orlando, FL  32801  
FEDERAL I. D. # 59-1228645

hereinafter referred to as “CONSULTANT”.

RECITALS

WHEREAS, the LIBRARY desires to retain Continuing Mechanical, Electrical, Plumbing, Fire Protection, and Structural, Professional Engineering Design Services for the OCLS Main Library and its 15 Branch locations (SERVICES). The type and scope of SERVICES to be performed by CONSULTANT are described in Exhibit “A”, Scope of Services, which is attached to this Contract, and incorporated by reference herein.

WHEREAS, the LIBRARY desires to engage the CONSULTANT in connection with the SERVICES required, upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of obtaining of performing such SERVICES upon said terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

I. SCOPE OF SERVICES

A. Authorization of SERVICES for Each Project: As the LIBRARY generates individual projects, the CONSULTANT will be provided with a Scope of Work statement for the particular project. This statement will provide the basis for the CONSULTANT and the LIBRARY’s Project Manager to mutually develop a clearly defined comprehensive Scope of Services. On the basis of the Scope of Services, the CONSULTANT will prepare and submit for the LIBRARY’s consideration a detailed proposal covering the scope, schedule and cost of the professional SERVICES and any other related costs. The proposal will itemize the hours and tasks to be performed for the SERVICES using the negotiated hourly rates attached as Exhibit “B” to calculate the proposed fee for the SERVICES. The LIBRARY will review and negotiate the proposal, schedule, and fee with the CONSULTANT. After mutual agreement on the proposal, schedule, and fee, a purchase order will be generated (“Purchase Order”) and a “Notice to Proceed” letter will be issued by the LIBRARY, giving authorization to the CONSULTANT to proceed with performing and completing the agreed to SERVICES.
B. **Performance of SERVICES.** The CONSULTANT shall diligently and in a timely manner perform the SERVICES for the LIBRARY in accordance with the terms of the approved Purchase Order.

II. **PAYMENT**

A. **FEES:** The LIBRARY agrees to pay the CONSULTANT for the SERVICES described in the approved Purchase Orders as set forth herein and in the Purchase Order.

B. **PAYMENTS:** The LIBRARY shall pay the CONSULTANT in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

Progress payments shall be due and payable monthly in proportion to the percentage of SERVICES approved and accepted, in writing, by the LIBRARY. All invoices shall be prepared in the format prescribed by the LIBRARY. When an invoice includes charges from a sub-consultant, the sub-consultant’s invoice/backup shall accompany the CONSULTANT’S invoice. A separate Pay Item Breakdown sheet for the CONSULTANT and each sub-consultant shall accompany each invoice. The CONSULTANT’S Pay Item Breakdown sheet shall include, in aggregate, the CONSULTANT’S and sub-consultant’s pay items. All requests for payment must be accompanied by a narrative description of the scope of Services performed by the CONSULTANT and sub-consultants during the period covered by the invoice. The narrative shall also describe the SERVICES anticipated to be performed during the next billing period.

C. **SUSPENSION OF PROGRESS PAYMENTS BY LIBRARY:** In the event the CONSULTANT falls fifteen (15%) percent behind the Project completion schedule set forth in a Purchase Order, no further progress payments will be made until the CONSULTANT brings the SERVICES back on schedule or a revised schedule is submitted and approved or until all SERVICES in the Purchase Order have been completed and accepted by the LIBRARY.

D. **PAYMENT IN EVENT OF TERMINATION BY LIBRARY:** In the event this Contract is terminated or canceled prior to completion, payment shall be made in accordance with the provisions of Article VII.

E. **CHANGES WITHIN SCOPE; ALLOWANCE OF ADDITIONAL COMPENSATION:** If instructed to do so in writing by the LIBRARY, the CONSULTANT shall change or revise SERVICES that have been performed, and if such SERVICES are not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. In all disputes arising over the right to additional compensation, the LIBRARY shall determine whether substantial acceptable SERVICES have been done on documents such that changes, revisions or preparation of additional documents should result in additional compensation to the CONSULTANT. The CONSULTANT’s proposals for additional compensation shall be based on the hourly rate schedule set forth in Exhibit “B”. A written modification to the Contract shall be executed by both parties to reflect the additional SERVICES and cost of same, prior to commencement of performance of any additional SERVICES.
F. **TRAVEL AND PER DIEM:** Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statute.

G. **FEE LIMITATION CLAUSE:** The CONSULTANT shall utilize the same hourly as set forth in Exhibit “B” in fee negotiations for all projects, except as provided by Article II, paragraph H, Price Adjustment. The number of hours required to complete each project shall be negotiated at such time as the LIBRARY initiates fee negotiations for that project.

H. **PRICE ADJUSTMENT:**
Written request for an hourly rates adjustment may be made only under the following conditions:

   a. If a project specific contract’s performance period exceeds three (3) years a price adjustment may be requested not more than sixty (60) days after the end of the three (3) year period and for each annual period thereafter or for the remaining period of the contract if less than one (1) year.

   b. For continuing contracts with a performance period that exceeds three (3) years, an adjustment may be requested not more than sixty (60) days after the end of three (3) years.

   c. Retroactive requests for price adjustments will not be considered.

The provisions of this clause shall not apply to contracts with fees based on ranges. Retroactive requests for price adjustments will not be considered.

Any request for a price adjustment will be subject to negotiation and must be approved by the LIBRARY Chief Financial Officer. Any request for such increase shall be supported by adequate justification to include Consumer Price Index (CPI) documentation. The CPI documentation shall be based on the All Items, CPI-U, U.S. City Average, not seasonally adjusted index. The prevailing CPI in the month when the contract was executed by the LIBRARY shall be the base period from which changes in the CPI will be measured for the initial request for a price adjustment. Any subsequent requests for a price adjustment shall be based on the CPI prevailing in the month when an amendment effecting a previous price adjustment was executed by the LIBRARY.

The maximum allowable increase shall not exceed the percent change in the CPI from the base period (either the month when the contract was executed by the LIBRARY or the month when an amendment effecting a price adjustment was executed by the LIBRARY) to the CPI prevailing at time of request for a price adjustment and in no case shall it exceed 3%. Any price adjustment shall only be effective upon the execution of a written amendment to the contract executed by both parties.

### III. DESIGN WITHIN STATUTORY LIMITATIONS

A. The CONSULTANT shall accomplish the SERVICES required under this Contract, when applicable, so as to permit the award of a construction contract (using standard LIBRARY procedures for the construction of the facilities) at a price that does not exceed the
estimated construction contract price if set forth in the Purchase Order and in no event in excess of the limits as set forth in paragraph C below. When bids or proposals for the construction contracts are received that exceed the aforesaid limits, the CONSULTANT shall perform such redesign and other SERVICES as are necessary to permit contract award within the aforesaid limitations at no additional cost to the LIBRARY and such SERVICES shall not be considered additional SERVICES. These additional SERVICES shall be performed at no increase in the price of the respective Purchase Order. However, CONSULTANT shall not be required to perform such additional SERVICES at no cost to the LIBRARY if the unfavorable bids or proposals result from conditions beyond CONSULTANT’S reasonable control. LIBRARY shall exercise reasonable commercial judgment in making the controlling determinations as to whether such conditions are within the reasonable control of the CONSULTANT.

B. The CONSULTANT will promptly advise the LIBRARY if it finds that the project being designed will exceed or is likely to exceed the limitations set forth herein and it is unable to design a usable facility within those limitations. Upon receipt of such information, the LIBRARY will review the CONSULTANT’S revised estimate of construction cost. The LIBRARY may, if it determines that the estimated construction contract price set forth in this Contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in the Purchase Order, or the LIBRARY may adjust such estimated construction contract price via amendment to this Contract, but in no event to exceed the limits of paragraph C below. When bids or proposals are not solicited or are unreasonably delayed, the LIBRARY shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the limitations set forth herein.

C. The estimated construction contract price for each project will vary, will be set forth in the respective Purchase Order, and will be subject to F.S. 287.055 limitations. The estimated construction cost for any project under this contract shall not exceed $2,000,000. Each Purchase Order shall specifically indicate the project’s estimated construction cost. Purchase Orders issued for study activities shall not exceed $200,000.

D. THE CONSULTANT and its subsidiaries, sub-contractors or affiliates who designed the project shall be ineligible for the award of the construction contract for that project.

IV. RESPONSIBILITY OF THE CONSULTANT

A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other SERVICES furnished by the CONSULTANT under this Contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other SERVICES.

B. The Project Manager and Project Engineer can be the same person or can be two (2) different individuals. If the Project Manager and the Project Engineer is the same person, then they must be currently employed by the FIRM and must be a Professional Engineer.
registered in the State of Florida. If the Project Manager and Project Engineer are two (2) different individuals, then the Project Manager must be currently employed by the FIRM, and at least one must be a Professional Engineer registered in the State of Florida.

C. Substitution of the Project Manager, Project Engineer or Other Key Personnel: The CONSULTANT shall not substitute any key personnel without the prior written approval of the LIBRARY Chief Financial Officer. Any such requests shall be supported by comprehensive documentation outlining the reason(s) for the proposed substitution to include the specific qualifications of the proposed substitute. Approval of the request shall be at the discretion of the LIBRARY. Further, the LIBRARY, in lieu of approving a substitution, may initiate other actions under the contract, including termination.

D. Neither the LIBRARY’S review, approval or acceptance of, nor payment for, the SERVICES required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LIBRARY in accordance with applicable law for all damages suffered directly or indirectly by the LIBRARY caused by the CONSULTANT’S negligent performance of any of the SERVICES furnished under this Contract. The rights and remedies of the LIBRARY provided for under this Contract are in addition to any other rights and remedies provided by law.

E. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

F. The LIBRARY may require in writing that the CONSULTANT remove from any project any of the CONSULTANT’S or sub-consultant(s) personnel that the LIBRARY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in Contract Amount or Contract Time based on the LIBRARY’s use of this provision will be valid. CONSULTANT and their sub-consultant(s) shall indemnify and hold the LIBRARY harmless from and against any claim by CONSULTANT’S or sub-consultant(s) personnel on account of the use of this provision.

G. The LIBRARY will provide the CONSULTANT and their sub-consultant(s) a copy of the LIBRARY’s Rules of Conduct, which will apply to the CONSULTANT and their subconsultant(s) personnel while on the LIBRARY’s own or leased property.

H. CONSULTANT shall coordinate its SERVICES with the services performed by the LIBRARY’s other consultants, such as the architectural and civil engineering firms engaged by Library for the various projects.

V. LIBRARY’S RIGHTS AND RESPONSIBILITIES

The LIBRARY shall:

A. Furnish the CONSULTANT with existing data, plans, profiles, and other information necessary or useful in connection with the planning of the program that is available in the LIBRARY’S files, all of which shall be and remain the property of the LIBRARY and shall
be returned to the LIBRARY upon completion of the SERVICES to be performed by the CONSULTANT.

B. Make LIBRARY personnel available on a time-permitting basis, where required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely within the discretion of the LIBRARY.

VI. LIBRARY’S DESIGNATED REPRESENTATIVE

It is understood and agreed that the LIBRARY designates the LIBRARY’s Facility and Operations Department Head, or designated representative, to represent the LIBRARY in all technical matters pertaining to and arising from the work and performance of this Contract. The LIBRARY’s Facility and Operations Department Head, or designated representative, shall have the following responsibilities:

A. Examination of all reports, sketches, drawings, estimates, Proposals, and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the LIBRARY’S approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.

B. Transmission of instructions, receipt of information, and interpretation and definition of LIBRARY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract. Prompt written notice by the LIBRARY to the CONSULTANT whenever the LIBRARY observes, or otherwise becomes aware of, any defects or changes necessary in the Project.

VII. TERMINATION OF CONTRACT

A. TERM: The term of this Contract shall be for a period of three (3) years (“Initial Term”). The Initial Term may be extended upon mutual written agreement of both parties for two (2) additional one (1) year terms (“Extension Term(s)”). This Contract shall terminate at the expiration of the Initial Term and at the end of each Extension Term if not extended.

B. TERMINATION FOR DEFAULT:

The LIBRARY may, by written notice to the CONSULTANT, terminate this Contract for default in whole or in part (task authorizations, if applicable) if the CONSULTANT fails to:

1. provide products or SERVICES that comply with the specifications herein or fails to meet the LIBRARY’s performance standards

2. deliver the supplies or to perform the SERVICES within the time specified in this contract or any extension.

3. make progress so as to endanger performance of this Contract
4. perform any of the other provisions of this Contract.

Prior to termination for default, the LIBRARY will provide adequate written notice to the CONSULTANT through the LIBRARY’s Chief Financial Officer, affording CONSULTANT the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) calendar days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONSULTANT. The CONSULTANT shall be liable for any damage to the LIBRARY resulting from the CONSULTANT’s default of the Contract. This liability includes any increased costs incurred by the LIBRARY in completing contract performance.

In the event of termination by the LIBRARY for any cause, the CONSULTANT will have, in no event, any claim against the LIBRARY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the LIBRARY the CONSULTANT shall:

- Stop all work and SERVICES on the date and to the extent specified.
- Terminate and settle all orders and sub-contracts relating to the performance of the terminated work and SERVICES
- Transfer all work and SERVICES in process, completed work and SERVICES, and other materials related to the terminated work and SERVICES as directed by the LIBRARY.
- Continue and complete all parts of that work and SERVICES that have not been terminated.

If the CONSULTANT’S failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the CONSULTANT, the Contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. TERMINATION FOR CONVENIENCE:

The LIBRARY, by written notice, may terminate this Contract, in whole or in part, when it is in the LIBRARY’s interest for convenience. If this Contract is terminated for convenience, the LIBRARY shall be liable only for goods or SERVICES properly delivered and accepted. The LIBRARY’s Notice of Termination for convenience shall provide the CONSULTANT seven (7) days prior notice before it becomes effective. A termination for convenience may apply to individual Purchase Orders or to the Contract in its entirety.

C. PAYMENT IN EVENT OF TERMINATION:

If this Contract is terminated before performance is completed, the CONSULTANT’s sole and exclusive remedy is payment for SERVICES performed, and CONSULTANT shall be
only paid for the SERVICES satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount that is the same percentage of the Contract price as the amount of SERVICES satisfactorily completed is a percentage of the total SERVICES called for by the Purchase Orders and this Contract. Any additional costs incurred by the LIBRARY as a result of such termination shall be deducted from the amount due the CONSULTANT, in the event the Contract termination is for cause as described herein.

VIII. TERMINATION NOTICE

The LIBRARY’s Chief Financial Officer, shall issue any and all notices involving termination of this contract.

IX. INDEMNITY/INSURANCE AND SAFETY REQUIREMENTS

CONSULTANT agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the LIBRARY’s review or acceptance of insurance maintained by CONSULTANT is not intended to and shall not in any manner limit or qualify the liabilities assumed by CONSULTANT under this contract. CONSULTANT is required to maintain any coverage required by federal and state workers’ compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The CONSULTANT shall require that each of its sub-consultants providing SERVICES hereunder (if any) procures and maintains until the completion of their respective SERVICES, insurance of the types and to the limits specified herein. CONSULTANT will maintain a copy of the Certificate of Insurance (COI) in their files and will provide a copy of the initial COI and updated/current COI’s to the LIBRARY.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better. (Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

➢ Required Liability Coverage:

☒ Commercial General Liability - The CONSULTANT shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than $1,000,000 per occurrence. CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.
➢ Required Liability Endorsements:

☒ Additional Insured- CG 20 26 or CG 20 10/CGR 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations

☒ Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

➢ Required Automotive Coverage:

☒ Business Automobile Liability - The CONSULTANT shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than $500,000 (five hundred thousand dollars) per accident. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

➢ Required Automotive Endorsements:

☒ MCS-90 – for operations governed by the Sections 29 & 30 of the Motor Carrier Act of 1980. This requirement is removed 11-5-19, KSS.

➢ Required Workers’ Compensation Coverage:

☒ Workers’ Compensation - The CONSULTANT shall maintain coverage for its employees with statutory workers' compensation limits, and no less than $100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any CONSULTANT using an employee leasing company shall complete the Leased Employee Affidavit.

➢ Required Workers’ Compensation Endorsements:

☒ Waiver of Subrogation- WC 00 03 13 or its equivalent

➢ Required Professional Liability Coverage:

☒ Professional Liability- with a limit of not less than $1,000,000 per occurrence/claim

When a self-insured retention or deductible exceeds $50,000 the LIBRARY reserves the right to request a copy of CONSULTANT most recent annual report or audited financial statement. For policies written on a “Claims-Made” basis the CONSULTANT agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to
purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the CONSULTANT agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage.

By entering into this contract CONSULTANT agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the LIBRARY for the workers’ compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the CONSULTANT to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/SERVICES provided under this Contract the CONSULTANT shall provide the LIBRARY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the CONSULTANT shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the LIBRARY Board of Trustees.

CONSULTANT shall submit insurance renewal certificates annually to the LIBRARY and immediately upon request by either the LIBRARY or the LIBRARY’s contracted certificate compliance management firm. The certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. CONSULTANT shall notify the LIBRARY not less than thirty (30) business days (ten [10] business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The CONSULTANT shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the LIBRARY or its certificate management representative five (5) business days prior to the effective date of the replacement policy(ies).

The certificate holder shall read:

Orange County Library Board of Trustees c/o
Chief Financial Officer
101 East Central Blvd
Orlando, Florida 32801

INDEMNIFICATION - CONSULTANTS:

The CONSULTANT to the extent permitted in Section 725.08, Florida Statutes shall indemnify and hold harmless the LIBRARY and its officers and employees from liabilities damages, losses, and costs (including attorney’s fees) to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and persons employed or utilized by the CONSULTANT in the performance of this Contract. The remedy provided to the LIBRARY by this paragraph shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise and shall survive the termination of this Contract.
SAFETY AND PROTECTION OF PROPERTY (for SERVICES provided on the premises of LIBRARY)

The CONSULTANT shall at all times:

- Initiate, maintain and supervise all safety precautions and programs in connection with its SERVICES or performance of its operations under this Contract.
- Take all reasonable precautions to prevent injury to CONSULTANT employees, LIBRARY employees, LIBRARY attendees and all other persons affected by their operations.
- Take all reasonable precautions to prevent damage or loss to property of LIBRARY, or of other vendors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.
- Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:
  - Occupational Safety and Health Act (OSHA)
  - National Institute for Occupational Safety & Health (NIOSH)
  - National Fire Protection Association (NFPA)
  - American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)

X. TRUTH IN NEGOTIATION AND MAINTENANCE AND EXAMINATION OF RECORDS

A. The CONSULTANT hereby represents, covenants and warrants that wage rates and other factual unit costs supporting the compensation provided for in this Contract are accurate, complete and current as of the date of contracting. It is further agreed that the Contract price shall be adjusted to exclude any amounts where the LIBRARY determines the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

B. The CONSULTANT shall keep adequate records and supporting documents applicable to this Contract. Said records and documentation shall be retained by the CONSULTANT for a minimum of five (5) years from the date of final payment on this contract. If any litigation, claim or audit is commenced prior to the expiration of the five (5) year period, the records shall be maintained until all litigation, claims or audit findings involving the records have been resolved.

C. If applicable, time records and cost data shall be maintained in accordance with generally accepted accounting principles.
This includes full disclosure of all transactions associated with the contract. Also, if applicable, all financial information and data necessary to determine overhead rates in accordance with Federal and State regulatory agencies and the contract shall be maintained.

D. CONSULTANT’s “records and supporting documents” as referred to in this Contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, invoices, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the LIBRARY’s judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract document.

Such records and documents shall include (hard copy, as well as computer readable data, written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating worksheets; correspondence; change order files (including pricing data used to price change proposals and documentation covering negotiated settlements); back-charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other CONSULTANT records which may have a bearing on matters of interest to the LIBRARY in connection with the CONSULTANT’s dealings with the LIBRARY (all foregoing hereinafter referred to as “records and supporting documents”) to the extent necessary to adequately permit evaluation and verification of:

1) CONSULTANT compliance with contract requirements; or
2) Compliance with provisions for pricing change orders; or
3) Compliance with provisions for pricing invoices; or
4) Compliance with provisions regarding pricing of claims submitted by the CONSULTANT or his payees; or
5) Compliance with the LIBRARY’s business ethics; or
6) Compliance with applicable state statutes and LIBRARY Ordinances/Regulations.

E. Records and documents subject to audit shall also include those records and documents necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Contract. In those situations where CONSULTANT’s records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), CONSULTANT agrees to provide the LIBRARY’s representatives with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats.

F. The LIBRARY and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the LIBRARY deems necessary throughout the term of this contract and for a period of five (5) years after final payment. Such activity shall be conducted during normal business working hours. The LIBRARY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying.
G. The LIBRARY, during the period of time defined by the preceding paragraph, shall have the right to obtain a copy of and otherwise inspect any audit made at the direction of the CONSULTANT as concerns the aforesaid records and documentation.

H. Records and documentation shall be made accessible at the CONSULTANT’s local place of business. If the records are unavailable locally, it shall be the CONSULTANT’s responsibility to ensure that all required records are provided at the CONSULTANT’s expense including payment of travel and maintenance costs incurred by the LIBRARY’s authorized representatives or designees in accessing records maintained out of the LIBRARY. The direct costs of copying records, excluding any overhead cost, shall be at the LIBRARY’s expense.

I. CONSULTANT shall require all payees (examples of payees include sub-consultants, insurance agents, material suppliers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between CONSULTANT and payee. Such requirements include a flow-down right of audit provisions in contracts with payees, which shall also apply to sub-consultants and sub-sub consultants, material suppliers, etc. CONSULTANT shall cooperate fully and shall cause all aforementioned parties and all of CONSULTANT’s sub-consultants (including those entering into lump sum sub-contracts and lump sum major material purchase orders) to cooperate fully in furnishing or in making available to the LIBRARY from time to time whenever requested in an expeditious manner any and all such records, documents, information, materials and data.

J. The LIBRARY’s authorized representatives or designees shall have reasonable access to the CONSULTANT’s facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall have adequate and appropriate work space, in order to conduct audits in compliance with this article.

K. Even after a change order proposal has been approved, CONSULTANT agrees that if the LIBRARY later determines the cost and pricing data submitted was inaccurate, incomplete, not current or not in compliance with the terms of the Contract regarding pricing of change orders, then an appropriate contract price reduction will be made. Such post-approval contract price adjustment will apply to all levels of Consultants and/or sub-consultants and to all types of change order proposals specifically including lump sum change orders, unit price change orders, and cost-plus change orders.

L. If an audit inspection or examination by the LIBRARY, or its designee, in accordance with this article discloses overpricing or overcharges (of any nature) by the CONSULTANT to the LIBRARY in excess of one-half of one percent (0.5%) of the total contract billings, the reasonable actual cost of the LIBRARY’s audit shall be reimbursed to the LIBRARY by the CONSULTANT. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the CONSULTANT’s invoices and/or records and supporting documents shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the LIBRARY’s findings to the CONSULTANT.
XI. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the CONSULTANT in connection with its SERVICES hereunder and are the property of the LIBRARY upon acceptance of same by the LIBRARY.

XII. WORK COMMENCEMENT/PROGRESS/DELAYS

A. COMMENCEMENT AND TERM OF JOB: The SERVICES to be rendered by the CONSULTANT shall be commenced subsequent to the execution of this Contract and upon written notice to proceed from the LIBRARY or designee for a specific project. SERVICES shall be completed within the time period agreed upon after Notice to Proceed.

B. JOB SEGMENT DEADLINES: A detailed segment completion schedule will be included in each Purchase Order. The purpose of this schedule is to:

1. Provide job segment deadlines for the CONSULTANT upon which the LIBRARY may rely;
2. Provide guidance for the LIBRARY in honoring the CONSULTANT’S monthly invoices for progress payments; and
3. Provide a framework against which the LIBRARY may suspend progress payments as provided in Article II C hereof.

C. CONFERENCES: The LIBRARY will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with representatives of the LIBRARY, or of other agencies interested in the Project on behalf of the LIBRARY. Either party to the Contract may request and be granted a conference.

D. DELAYS NOT FAULT OF CONSULTANT; DISCRETIONARY EXTENSIONS OF COMPLETION TIME BY LIBRARY: In the event there are delays on the part of the LIBRARY as to the approval of any of the drawings submitted by the CONSULTANT, or if there are delays occasioned by circumstance beyond the control of the CONSULTANT which delay the Project Schedule completion date, the LIBRARY may grant to the CONSULTANT, by “Letter of Approval of Project Schedule” an extension of the Contract time or revision to the Project Schedule, equal to the aforementioned delays, provided there are no changes in compensation or scope of SERVICES. It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient Contract time remains within which to complete SERVICES on the Project. In the event there have been delays which would affect the Project completion date, the CONSULTANT shall submit a written request to the LIBRARY which identifies the reason(s) for the delay and the amount of time related to each reason.

The LIBRARY will review the request and make a determination as to granting all or part of the requested extension.
E. SUSPENSION OF SERVICES BY LIBRARY:

1. Right of LIBRARY to Suspend SERVICES and Order Resumption: The performance of CONSULTANT’S SERVICES hereunder may be suspended by the LIBRARY at any time. However, in the event the LIBRARY suspends the performance of CONSULTANT’S SERVICES hereunder, it shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by CONSULTANT. The LIBRARY shall promptly pay to the CONSULTANT all fees which have become due and payable to the CONSULTANT prior to the effective date of such suspension. LIBRARY shall thereafter have no further obligation for payment to the CONSULTANT unless and until the LIBRARY notifies the CONSULTANT that the SERVICES of the CONSULTANT called for hereunder are to be resumed. Upon receipt of written notice from the LIBRARY that CONSULTANT’S SERVICES hereunder are to be resumed, CONSULTANT shall complete the SERVICES of CONSULTANT called for in any Purchase Order and this Contract and CONSULTANT, shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to it under this Contract, same to be payable in the manner specified herein.

In no event will the compensation or any part thereof become due or payable to CONSULTANT under this Contract unless and until CONSULTANT has attained that stage of SERVICES where the same would be due and payable to CONSULTANT under the provision of this Contract.

2. Renegotiation by CONSULTANT; Right to Terminate: If the aggregate time of the LIBRARY’S suspension or suspension of CONSULTANT’S SERVICES for a particular Purchase Order exceeds one hundred twenty (120) days, then CONSULTANT and LIBRARY shall, upon request of CONSULTANT, meet to assess the SERVICES remaining to be performed and the total fees paid to CONSULTANT hereunder. The parties shall then have the opportunity of negotiating a change in fees to be paid to the CONSULTANT for the balance of the SERVICES to be performed hereunder. No increase in fees to the CONSULTANT shall be allowed unless based upon clear and convincing evidence of an increase in CONSULTANT’S costs attributable to the aforesaid suspensions. If an increase in the CONSULTANT’S cost is demonstrated by clear and convincing evidence and the LIBRARY refuses to increase said fees, CONSULTANT may terminate this Contract by delivering written notice thereof to the LIBRARY within ten (10) days after the LIBRARY has given notice of its refusal to increase said fees.

XIII. STANDARDS OF CONDUCT

A. The CONSULTANT represents that he 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 he has not paid or agreed to pay any person, company,
B. The CONSULTANT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin in the performance of work under this Contract.

C. The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the CONSULTANT, or any interest in property which the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of this Contract will be immediately disclosed in writing to the LIBRARY. Violation of this section will be considered as justification for immediate termination of this Contract under the provisions of Article VII.

D. The CONSULTANT and its subsidiaries, sub-consultants or affiliates who designed the project, shall be ineligible for the award of the construction contract for that project.

XIV. ASSIGNABILITY; EMPLOYMENT OF SPECIALISTS

A. The CONSULTANT shall maintain an adequate and competent professional staff and may associate with such staff, professional specialists for the purpose of ensuring and enlarging its SERVICEs hereunder, without additional cost to the LIBRARY. Should the CONSULTANT desire to utilize such specialists, the CONSULTANT is fully responsible for satisfactory completion of all work within the scope of this Contract.

B. The CONSULTANT shall be responsible for the integration of all specialists or outside professional work into the documents and for all payments to such specialists or subconsultants from the fee heretofore stated. SERVICEs rendered by the CONSULTANT in connection with coordination of the SERVICEs of the aforementioned personnel shall be considered within the scope of the basic Contract and no additional fee will be due the CONSULTANT for such SERVICES.

C. All final plans and documents prepared by the CONSULTANT must bear the endorsement of a person in the full employ of the CONSULTANT and be duly registered as a Professional Engineer/Architect in the State of Florida.

D. The CONSULTANT shall not assign any interest in this Contract and shall not transfer any interest in the same without prior written approval of the LIBRARY, provided that claims for the money due or to become due the CONSULTANT from the LIBRARY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the LIBRARY.
XV. INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY

A. The provisions of Florida Statute 768.28 applicable to LIBRARY apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the LIBRARY acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

B. No officer, employee or agent of the LIBRARY acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.

C. The LIBRARY shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

XVI. EQUAL OPPORTUNITY

The LIBRARY’s policies of equal opportunity and non-discrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified. It is also the LIBRARY policy that person(s) doing business with the LIBRARY shall recognize and comply with this policy and that the LIBRARY shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such:

A. The CONSULTANT shall adopt and maintain or provide evidence to the LIBRARY that CONSULTANT has adopted and maintains, a policy of nondiscrimination throughout the term of this Agreement.

B. The CONSULTANT agrees that, on written request, the CONSULTANT shall permit reasonable access to all business records or employment, employment advertisement, applications forms, and other pertinent data and records, by the LIBRARY, for the purpose of investigating to ascertain compliance with the non-discrimination provisions of this contract; provided, that the Contractor shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.

C. The CONSULTANT agrees that, if any obligations of this contract are to be performed by sub-contractor(s), the provisions of subparagraphs 1 and 2 of this Section shall be incorporated into and become a part of the sub-contract.
XVII. CONTROLLING LAWS

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the provisions of this Contract will be held in Orange County, Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

XVIII. CONTRACT CLAIMS

“Claim” as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a CONSULTANT against the LIBRARY relating to a particular contract shall be submitted to the LIBRARY’s Chief Financial Officer in writing clearly labeled “Contract Claim” requesting a final decision. The CONSULTANT also shall provide with the claim a certification as follows: “I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the CONSULTANT believes the LIBRARY is liable; and that I am duly authorized to certify the claim on behalf of the CONSULTANT.”

Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.

The decision of the LIBRARY’s Chief Financial Officer shall be issued in writing and shall be furnished to the CONSULTANT. The decision shall state the reasons for the decision reached. The LIBRARY’s Chief Financial Officer shall render the final decision within sixty (60) days after receipt of CONSULTANT’s written request for a final decision. The LIBRARY’s Chief Financial Officer decision shall be final and conclusive.

The CONSULTANT shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the LIBRARY’s Chief Financial Officer.

XIX. AVAILABILITY OF FUNDS

The obligations of LIBRARY under this Contract are subject to availability of funds lawfully appropriated for its purpose by the LIBRARY Board of Trustees, or other specified funding source for this contract.

XX. PROHIBITION AGAINST CONTINGENT FEES

The CONSULTANT warrants that they have 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 they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract. For the breach or violation of this provision, the LIBRARY shall have the
right to terminate the Contract at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**XXI. TOBACCO FREE CAMPUS**

By executing this Contract, CONSULTANT acknowledges that all LIBRARY facilities and operations shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Consultants and their personnel and sub-contractor personnel during contract performance on LIBRARY owned or leased property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

**XXII. DRUG FREE WORKPLACE:**

By executing this Contract, CONSULTANT acknowledges the LIBRARY’s Drug Free Workplace requirement applies to the CONSULTANT and their sub-consultants.

**XXIII. VERIFICATION OF EMPLOYMENT STATUS**

Prior to the employment of any person performing SERVICES under this contract, the CONSULTANT shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of: (a) all employees within the State of Florida that are hired by the CONSULTANT after the execution of the contract who are providing labor under the contract during the contract term; and, (b) all employees within the State of Florida of any of the CONSULTANT’S sub-consultants that are hired by those sub-consultants after the execution of the contract who are providing labor under the contract during the contract term. Please refer to USCIS.gov for more information on this process.

*Only those employees determined eligible to work within the United States shall be employed under the contract.*

Therefore, by submission of a proposal in response to this solicitation, the CONSULTANT confirms that all employees in the above categories will undergo e-verification before performing labor under this contract. The CONSULTANT further confirms his commitment to comply with the requirement by completing the E-Verification certification, contained in this solicitation.

**XXIV. ASBESTOS FREE MATERIALS**

For contracts for design SERVICES, CONSULTANT shall provide a written and notarized statement on company letterhead to certify and warrant that the project was designed with asbestos free materials. Such statement shall be submitted with the final payment request. Final payment shall not be made until such statement is submitted. CONSULTANT agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the design, CONSULTANT shall be liable for all costs related to the redesign or modification of the construction of the project so that materials containing asbestos are removed.
from the design, plans or specifications or construction contract documents, and, in addition, if construction has begun or has been completed pursuant to a design that includes asbestos containing materials, the CONSULTANT shall also be liable for all costs related to the abatement of such asbestos.

XXV. **DEBARTMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:**

By executing this Contract, the CONSULTANT affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its sub-contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

XXVI. **FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS:**

By executing this Contract, the CONSULTANT affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

XXVII. **SEVERABILITY**

The provisions of this Contract are declared by the parties to be severable. However, the material provisions of this Contract are dependent upon one another, and such interdependencies a material inducement for the parties to enter into this Contract. Therefore, should any material term, provision, covenant or condition of this Contract be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

XXVIII. **PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)**

The LIBRARY is a public agency subject to Chapter 119, Florida Statutes. The Consultant agrees to comply with Florida’s Public Records Law. Specifically, the CONSULTANT shall:

- Keep and maintain public records required by LIBRARY to perform the service.
- Upon request from LIBRARY’s custodian of public records, provide LIBRARY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to LIBRARY.
Upon completion of the contract, CONSULTANT agrees to transfer at no cost to LIBRARY all public records in possession of the CONSULTANT or keep and maintain public records required by LIBRARY to perform the service. If the CONSULTANT transfers all public record to LIBRARY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to LIBRARY, upon request from LIBRARY’s custodian of public records, in a format that is compatible with the information technology systems of LIBRARY.

A CONSULTANT who fails to provide the public records to LIBRARY within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT LOVEVIA WILLIAMS, THE LIBRARY’s CUSTODIAN OF PUBLIC RECORDS AT:

Orange County Library System
Attn: Public Records Custodian
5th Floor Finance Offices
101 East Central Blvd.
Orlando, Florida 32801

XXIX. SCRUTINIZED COMPANIES LIST

By executing this Agreement, the CONSULTANT certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725 of the Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473 of the Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5) of the Florida Statutes, Space Florida may immediately terminate this Agreement for cause if the CONSULTANT is found to have submitted a false certification as to the above or if the CONSULTANT is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If LIBRARY determines that the CONSULTANT has submitted a false certification, LIBRARY will provide written notice to the CONSULTANT. Unless the CONSULTANT demonstrates in writing, within 90 calendar days of receipt of the notice, that LIBRARY’s determination of false certification was made in error, LIBRARY shall bring a civil action against the CONSULTANT. If LIBRARY’s determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed on the CONSULTANT, and the CONSULTANT will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of LIBRARY’s determination of false certification by the CONSULTANT.
b. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition in this Section, this Section shall be null and void without further action of the parties.

XXX. RFQ OCLS-19-004 Inclusion:

By executing this Contract, CONSULTANT acknowledges that in addition to the terms and conditions in this Contract, the terms and conditions in RFQ OCLS-19-004 which lead to the creation of this Contract are binding. CONSULTANT also acknowledges the forms signed in their proposal submission including but limited to Drug Free Workplace, Conflict of Interest, E-Verification, Scrutinized Companies List, are binding upon them and their sub-consultants.

CONSULTANT

___________________________
Signature

___________________________
Name Typed or Printed

___________________________
Title

___________________________
Consultant Signed Date

Orange County Library Systems

___________________________
Kristopher S. Shoemaker
CMA, CGFO, CPFIM, CHAE, CHTP
Chief Financial Officer

___________________________
LIBRARY Signed Date
I. **SERVICES.** The SERVICE Tasks will be specified for each project and may include, but not necessarily be limited to the following types of SERVICES:

A. Mechanical Engineering Services
(1) air-conditioning and heating systems (types)
(2) air distribution (air handlers, ductwork & accessories)
(3) refrigeration equipment (chillers, cooling towers)
(4) unitary equipment (rooftop air-cooled single package units)
(5) heat generation equipment (boilers)
(6) fire protection equipment (fire sprinkler systems)
(7) plumbing fixtures and equipment
(8) HVAC instrumentation, Building Automation System, DDC Controls
(9) Testing, adjusting and balancing of HVAC systems

B. Electrical Engineering SERVICES
(1) power generation (emergency generators)
(2) service and distribution (metering, grounding, service disconnects)
(3) lighting (light fixtures, lamps), lighting control systems
(4) communication systems (fire alarm & security systems)
(5) electrical system testing
(6) low-voltage distribution systems (switchboards, panels, controllers)

C. Plumbing Engineering Services
(1) Retrofit of existing plumbing systems

D. Elevator Design Services

E. Smoke Control Design Services

F. Fire Alarm Design Services

G. Fire Sprinkler Design Services


II. **General Scope of Services:** The Scope of Services for each Task may include, but not limited to:

A) **Problem Analysis:** Assist the LIBRARY in addressing and determining the cause and solution of problems with building systems and SERVICES to include building code violations, through survey, study, assessment, research and or structural analysis, which will include costs.

B) **Project Programming:** Determine needs of the user department for use in establishing various project design concepts, parameters, criteria, code and or permit requirements and construction cost budgets.

C) **Schematic Design:** Develop a single line drawing to show the conceptual layout, functional relationships to the building systems or SERVICES.

D) **Design Development:** Develop schematic drawings into drawings and specifications that definitely indicate the layout, shows all physical improvements, items to be demolished, replaced or relocated, elevations and all dimensional requirements of the project, and sufficient detail to establish equipment, building materials, SERVICES or systems. Prepare project cost estimate for use in project budgeting and establishing the design construction cost budget amount.

E) **Construction Documents:** Provide construction documents that fully describe all improvements and integrate all involved disciplines. These documents will be developed in successive stages of complexity until final completion. The document deliverables shall be at 30%, 60%, 90% and 100% completion. These documents deliverables shall be of sufficient detail and completeness to obtain all required permits and approvals from governing authorities, and obtain reasonable cost proposals from other contractors.

F) **Technical Specifications:** Construction documents are composed of drawings and written specifications in the Construction specifications Institute (CSI) format. Technical Specification information shall not be placed on the drawings. Technical Specifications shall include all applicable sections of the Owner’s Division 1 – General Requirements. Where brand names or manufacturers names are used, at least three shall be listed. Where three names cannot be listed, use the phrase “or acceptable equal”.

G) **Cost Estimating Services:** Provide a line item cost estimate at appropriate intervals such as 60% and 100% Construction Documents. Carefully note all assumptions and or exclusions. Clearly identify the materials, long-lead delivery items, overhead and profit and contingency allowance. Note whether the
estimate is current or applies to a future date. The LIBRARY may obtain independent cost estimates separate from this Contract. If, in the LIBRARY’s opinion, there is a significant difference between the CONSULTANT’s estimate and the independent cost estimator, the CONSULTANT shall be required to reconcile the estimate with the independent cost estimator.

H) **Value Engineering:** Review project programs, schematic drawings, design development documents and construction documents prepared by the CONSULTANT, or by others and provide recommendations for alternative designs, building systems, materials, equipment, etc., including cost estimates of alternatives that would reduce the anticipated construction cost without adversely impacting the functional or operational features and requirements of the project.

I) **Code Compliance:** The CONSULTANT shall be responsible to develop construction documents that are in compliance with all applicable building codes and other requirements of governing authorities. Nothing contained in information provided by the LIBRARY shall be interpreted as a deliberate violation of any code or other lawful requirement. The CONSULTANT shall during the initial stage of design development physically inspect the areas of the building for code deficiencies that may affect the project cost and schedule. The CONSULTANT shall provide in writing to the LIBRARY his findings on any building code deficiencies that may affect the project budget and schedule prior to development of construction documents. These findings should include costs and duration.

J) **LIBRARY Approval:** All deliverables require approval before proceeding to the next level of development. Such approval will be issued by the LIBRARY in writing, and may contain modifications to the contract documents that must be made prior to the next deliverable.

K) **Reproductions:** Provide all required reproductions of documents for intermediate deliverables, permitting agencies and Contractor usage. For bidding purposes, the CONSULTANT may use an allowance of Ten (10) sets of construction documents. These will be reimbursable costs. The LIBRARY will pay for all sets of documents required for bidding in excess of that amount. The CONSULTANT shall provide to the LIBRARY CD-ROM’s that include PDF files of final design plans and specifications.

L) **Permits:** The CONSULTANT shall prepare and submit applications, construction drawings and specifications, and related support documentation to all agencies having jurisdiction over the permitting or approval of the project. The CONSULTANT shall pay all submittal, application and review fees required to process construction documents and obtain approval from agencies having jurisdiction over the project. Said application and review fees will be a reimbursable cost. This will be a contingency figure. Prepare written responses to and participate in the resolution of questions or issues during the review of the construction documents by any agency having jurisdiction for permitting or
approval of the project. The LIBRARY shall pay all costs that are specifically
designated as impact fees. The Contractor shall pay for the cost of obtaining the
building permit and other permits directly related to construction activities and
inspections. Said permits and inspection fees will be a reimbursable cost.

M) Bidding: The CONSULTANT shall prepare and submit the required number
drawings and specifications for inclusion with the LIBRARY’s bidding
documents for use by the LIBRARY in administering the bidding process. The
CONSULTANT will also provide the LIBRARY with one unbound set of technical
specifications, and the required number of CD-ROM’s that include the plans and
technical specifications in PDF format. The CONSULTANT will attend and
participate in the pre-bid conference, answer questions from bidders, prepare
addenda to the bidding documents and evaluate Contractor bid proposals. The
LIBRARY shall advertise for bids, distribute bidding documents, maintain a log
of bidders, conduct the pre-bid conference, receive and validate bid proposals,
publish bidding results, and select a Contractor for award.

N) Construction Contract Administration: The CONSULTANT shall assist the
LIBRARY’s project management personnel in ensuring that the contracted
construction work is performed and completed in accordance with the
requirements of the construction contract. The CONSULTANT will be required
to perform, but not limited to the following SERVICES:

1) Pre-Construction Meeting: Attend pre-construction meeting and answer
questions from the Contractor and Sub-Contractors. Record meeting minutes
and distributes to all attendees. The LIBRARY shall conduct the meeting,
schedule the “Notice to Proceed” date and issue the “Notice to Proceed”
letter to be signed by the Contractor.

2) Construction Progress Meetings: Attend regularly scheduled construction
progress meetings during the course of construction. Answer questions and
resolve construction issues. Record meeting minutes and distributes to all
attendees. The LIBRARY shall conduct the meeting.

3) Construction Observations (separate from construction progress meetings):
Conduct periodic construction observations to verify the quantity and quality
of work. Each construction observation will include appropriate Sub-
Consultants and be documented in a Construction Observation Report.

4) Contractor Submittals and RFIs: Review and process Contractor submittals
and respond in writing to all Contractor RFIs. All approved Contractors
submittals shall bear the CONSULTANT’s stamp and are delivered to the
LIBRARY at Substantial Completion.

5) Contractor’s Application for Payment: Review and approve all applications
for payment. The CONSULTANT shall recommend an appropriate value for
the current stage of construction and sign the application for payment.
6) **Contractor Change Orders and Claims**: Review all Contractor Change Orders and Claims and recommend an appropriate value and course of action.

7) **Commissioning of Building Systems**: Review start-up and in-service procedures of building systems with Contractor and attend start-up of building systems. Record results of building system start-up. Submit in writing the results of the building system start-up to LIBRARY.

8) **Substantial Completion and Final Completion**: Attend the Substantial Completion Inspection and Final Completion Inspection. Arrange for all Sub-Consultants to attend and inspect their respective work. Assist the LIBRARY in verifying the completion of the Construction Contract, and preparing a punch list of items to be corrected by the Contractor. The CONSULTANT shall provide a recommendation for Substantial Completion and Final Completion. The LIBRARY will provide the Certificate of Substantial Completion.

9) **Record Drawings**: Provide a minimum of two sets of record drawings full size and two half sizes and a CD-ROM of the record drawings and technical specifications prior to final completion inspection. The record drawings will be developed from the contractor’s as-built drawings. Record drawings are part of the project closeout documents.

10) **Warranty Inspection**: Attend the one-year warranty inspection and assist the LIBRARY in identifying defective materials and or installation.

11) **Construction Management**: The LIBRARY may request the CONSULTANT to manage a project under this contract during the construction phase. The CONSULTANT will be under the direction of the LIBRARY’s project management personnel and will be the LIBRARY’s Project Representative. The CONSULTANT may be assigned a project to manage under this contract after the LIBRARY has selected a contractor to perform and complete the work described in the contract documents. The SERVICES the CONSULTANT will provide but not limited to, be the SERVICES listed under Item “N” - “Construction Contract Administration”.

12) **Project Summary**: After completion of each project, the LIBRARY will request CONSULTANT to prepare a “Lessons-learned Report” for each phase of the project that summarizes the strengths, weaknesses, pitfalls and provide ideas for improvements to future LIBRARY projects. This report should be reviewed and discussed with the LIBRARY prior to finalizing the report. It will become part of the project records.
EXHIBIT B - RATES
Orange County Library District
Mechanical, Electrical & Plumbing Design Services
Continuing Contract Number OCLS-19-004-A
Billable Rate Sheet

MEP Firm: C&S Engineers, Inc
Sub-Consultant Name: N/A
Contact: Brian Clark
Address: 605 E. Robinson St., Suite 210, Orlando, FL 32801
Telephone: (407) 422-1118

The following chart reflects our Billable Hourly Rate for each specified Position/Category we will provide under contract OCLS-19-004-A. Said Billable Rates are all inclusive of general overhead, profit and other such costs for providing personnel related to this contract. These rates will be effective for the initial three (3) year contract term and will be revisited at the renewal period.

<table>
<thead>
<tr>
<th>Line</th>
<th>Position / Category</th>
<th>Billable Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Principal/Department Manager</td>
<td>$194</td>
</tr>
<tr>
<td>2</td>
<td>Chief Engineer</td>
<td>$181</td>
</tr>
<tr>
<td>3</td>
<td>Managing Engineer</td>
<td>$178</td>
</tr>
<tr>
<td>4</td>
<td>Senior Project Engineer</td>
<td>$152</td>
</tr>
<tr>
<td>5</td>
<td>Project Engineer</td>
<td>$132</td>
</tr>
<tr>
<td>6</td>
<td>Engineer</td>
<td>$110</td>
</tr>
<tr>
<td>7</td>
<td>Staff Engineer</td>
<td>$103</td>
</tr>
<tr>
<td>8</td>
<td>Senior Designer</td>
<td>$95</td>
</tr>
<tr>
<td>9</td>
<td>Designer/Design Technician</td>
<td>$90</td>
</tr>
<tr>
<td>10</td>
<td>CADD Operator</td>
<td>$85</td>
</tr>
<tr>
<td>11</td>
<td>Administrative Assistant/Office Coordinator</td>
<td>$80</td>
</tr>
</tbody>
</table>

Signature of Company Officer: ____________________________ Date: 10/7/19

Printed Name of Company Officer: ________________________

Title of Company Officer: ___________Senior Vice President__________

If for Sub-Consultant, Architectural Firm review and approval of Billable Hourly Rate is required below.

Signature of Architectural Firm Officer: ____________________________

Printed Name of Architectural Firm Officer: ____________________________ Date: ____________
MEP Firm: C&S Engineers, Inc
Sub-Consultant Name: Montgomery Consulting Group, Inc.
Contact: Ms. Monty Gettys, President
Address: 976 Lake Baldwin Lane, Suite 201, Orlando, FL 32814

The following chart reflects our Billable Hourly Rate for each specified Position/Category we will provide under contract OCLS-19-004-A. Said Billable Rates are all inclusive of general overhead, profit and other such costs for providing personnel related to this contract. These rates will be effective for the initial three (3) year contract term and will be revisited at the renewal period.

<table>
<thead>
<tr>
<th>Line</th>
<th>Position / Category</th>
<th>Billable Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Manager</td>
<td>$170.00</td>
</tr>
<tr>
<td>2</td>
<td>Senior Cost Estimator</td>
<td>$156.00</td>
</tr>
<tr>
<td>3</td>
<td>Cost Estimator</td>
<td>$94.00</td>
</tr>
<tr>
<td>4</td>
<td>Scheduler</td>
<td>$94.00</td>
</tr>
<tr>
<td>5</td>
<td>Document Control Specialist</td>
<td>$55.00</td>
</tr>
</tbody>
</table>

Signature of Company Officer: _____________________________ Date: 10/01/2019
Printed Name of Company Officer: Monty Gettys
Title of Company Officer: President

If for Sub-Consultant, Architectural Firm review and approval of Billable Hourly Rate is required below.
Signature of Architectural Firm Officer: _____________________________

Printed Name of Architectural Firm Officer: _____________________________ Date: _____________
CONTRACT OCLS-19-004-B

THIS CONTRACT made and entered into this ______ day of November, 2019, by and between the:

Orange County Library System
101 East Central Blvd
Orlando, Florida 32801

a special independent taxing district of the State of Florida, hereinafter referred to as “LIBRARY” and:

Hanson Professional Services, Inc.
720 N. Maitland Ave., Suite 102
Maitland, FL 32751
FEDERAL I. D. # 37-0844171

hereinafter referred to as “CONSULTANT”.

RECITALS

WHEREAS, the LIBRARY desires to retain Continuing Mechanical, Electrical, Plumbing, Fire Protection, and Structural, Professional Engineering Design Services for the OCLS Main Library and its 15 Branch locations (SERVICES). The type and scope of SERVICES to be performed by CONSULTANT are described in Exhibit “A”, Scope of Services, which is attached to this Contract, and incorporated by reference herein.

WHEREAS, the LIBRARY desires to engage the CONSULTANT in connection with the SERVICES required, upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of obtaining of performing such SERVICES upon said terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

I. SCOPE OF SERVICES

A. Authorization of SERVICES for Each Project: As the LIBRARY generates individual projects, the CONSULTANT will be provided with a Scope of Work statement for the particular project. This statement will provide the basis for the CONSULTANT and the LIBRARY’s Project Manager to mutually develop a clearly defined comprehensive Scope of Services. On the basis of the Scope of Services, the CONSULTANT will prepare and submit for the LIBRARY’s consideration a detailed proposal covering the scope, schedule and cost of the professional SERVICES and any other related costs. The proposal will itemize the hours and tasks to be performed for the SERVICES using the negotiated hourly rates attached as Exhibit “B” to calculate the proposed fee for the SERVICES. The LIBRARY will review and negotiate the proposal, schedule, and fee with the CONSULTANT. After mutual agreement on the proposal, schedule, and fee, a purchase order will be generated (“Purchase Order”) and a “Notice to Proceed” letter will be issued by the LIBRARY, giving authorization to the CONSULTANT to proceed with performing and completing the agreed to SERVICES.
B. Performance of SERVICES. The CONSULTANT shall diligently and in a timely manner perform the SERVICES for the LIBRARY in accordance with the terms of the approved Purchase Order.

II. PAYMENT

A. FEES: The LIBRARY agrees to pay the CONSULTANT for the SERVICES described in the approved Purchase Orders as set forth herein and in the Purchase Order.

B. PAYMENTS: The LIBRARY shall pay the CONSULTANT in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

Progress payments shall be due and payable monthly in proportion to the percentage of SERVICES approved and accepted, in writing, by the LIBRARY. All invoices shall be prepared in the format prescribed by the LIBRARY. When an invoice includes charges from a sub-consultant, the sub-consultant’s invoice/backup shall accompany the CONSULTANT’S invoice. A separate Pay Item Breakdown sheet for the CONSULTANT and each sub-consultant shall accompany each invoice. The CONSULTANT’S Pay Item Breakdown sheet shall include, in aggregate, the CONSULTANT’S and sub-consultant’s pay items. All requests for payment must be accompanied by a narrative description of the scope of Services performed by the CONSULTANT and sub-consultants during the period covered by the invoice. The narrative shall also describe the SERVICES anticipated to be performed during the next billing period.

C. SUSPENSION OF PROGRESS PAYMENTS BY LIBRARY: In the event the CONSULTANT falls fifteen (15%) percent behind the Project completion schedule set forth in a Purchase Order, no further progress payments will be made until the CONSULTANT brings the SERVICES back on schedule or a revised schedule is submitted and approved or until all SERVICES in the Purchase Order have been completed and accepted by the LIBRARY.

D. PAYMENT IN EVENT OF TERMINATION BY LIBRARY: In the event this Contract is terminated or canceled prior to completion, payment shall be made in accordance with the provisions of Article VII.

E. CHANGES WITHIN SCOPE; ALLOWANCE OF ADDITIONAL COMPENSATION: If instructed to do so in writing by the LIBRARY, the CONSULTANT shall change or revise SERVICES that have been performed, and if such SERVICES are not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. In all disputes arising over the right to additional compensation, the LIBRARY shall determine whether substantial acceptable SERVICES have been done on documents such that changes, revisions or preparation of additional documents should result in additional compensation to the CONSULTANT. The CONSULTANT’s proposals for additional compensation shall be based on the hourly rate schedule set forth in Exhibit “B”. A written modification to the Contract shall be executed by both parties to reflect the additional SERVICES and cost of same, prior to commencement of performance of any additional SERVICES.
F. **TRAVEL AND PER DIEM:** Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statute.

G. **FEE LIMITATION CLAUSE:** The CONSULTANT shall utilize the same hourly as set forth in Exhibit “B” in fee negotiations for all projects, except as provided by Article II, paragraph H, Price Adjustment. The number of hours required to complete each project shall be negotiated at such time as the LIBRARY initiates fee negotiations for that project.

H. **PRICE ADJUSTMENT:**
Written request for an hourly rates adjustment may be made only under the following conditions:

a. If a project specific contract’s performance period exceeds three (3) years a price adjustment may be requested not more than sixty (60) days after the end of the three (3) year period and for each annual period thereafter or for the remaining period of the contract if less than one (1) year.

b. For continuing contracts with a performance period that exceeds three (3) years, an adjustment may be requested not more than sixty (60) days after the end of three (3) years.

c. Retroactive requests for price adjustments will not be considered.

The provisions of this clause shall not apply to contracts with fees based on ranges. Retroactive requests for price adjustments will not be considered.

Any request for a price adjustment will be subject to negotiation and must be approved by the LIBRARY Chief Financial Officer. Any request for such increase shall be supported by adequate justification to include Consumer Price Index (CPI) documentation. The CPI documentation shall be based on the All Items, CPI-U, U.S. City Average, not seasonally adjusted index. The prevailing CPI in the month when the contract was executed by the LIBRARY shall be the base period from which changes in the CPI will be measured for the initial request for a price adjustment. Any subsequent requests for a price adjustment shall be based on the CPI prevailing in the month when an amendment effecting a previous price adjustment was executed by the LIBRARY.

The maximum allowable increase shall not exceed the percent change in the CPI from the base period (either the month when the contract was executed by the LIBRARY or the month when an amendment effecting a price adjustment was executed by the LIBRARY) to the CPI prevailing at time of request for a price adjustment and in no case shall it exceed 3%. Any price adjustment shall only be effective upon the execution of a written amendment to the contract executed by both parties.

**III. DESIGN WITHIN STATUTORY LIMITATIONS**

A. The CONSULTANT shall accomplish the SERVICES required under this Contract, when applicable, so as to permit the award of a construction contract (using standard LIBRARY procedures for the construction of the facilities) at a price that does not exceed the
estimated construction contract price if set forth in the Purchase Order and in no event in
excess of the limits as set forth in paragraph C below. When bids or proposals for the
construction contracts are received that exceed the aforesaid limits, the CONSULTANT
shall perform such redesign and other SERVICES as are necessary to permit contract
award within the aforesaid limitations at no additional cost to the LIBRARY and such
SERVICES shall not be considered additional SERVICES. These additional SERVICES
shall be performed at no increase in the price of the respective Purchase Order. However,
CONSULTANT shall not be required to perform such additional SERVICES at no cost to
the LIBRARY if the unfavorable bids or proposals result from conditions beyond
CONSULTANT’S reasonable control. LIBRARY shall exercise reasonable commercial
judgment in making the controlling determinations as to whether such conditions are within
the reasonable control of the CONSULTANT.

B. The CONSULTANT will promptly advise the LIBRARY if it finds that the project being
designed will exceed or is likely to exceed the limitations set forth herein and it is unable
to design a usable facility within those limitations. Upon receipt of such information, the
LIBRARY will review the CONSULTANT’S revised estimate of construction cost. The
LIBRARY may, if it determines that the estimated construction contract price set forth in
this Contract is so low that award of a construction contract not in excess of such estimate
is improbable, authorize a change in scope or materials as required to reduce the
estimated construction cost to an amount within the estimated construction contract price
set forth in the Purchase Order, or the LIBRARY may adjust such estimated construction
contract price via amendment to this Contract, but in no event to exceed the limits of
paragraph C below. When bids or proposals are not solicited or are unreasonably delayed,
the LIBRARY shall prepare an estimate of constructing the design submitted and such
estimate shall be used in lieu of bids or proposals to determine compliance with the
limitations set forth herein.

C. The estimated construction contract price for each project will vary, will be set forth in the
respective Purchase Order, and will be subject to F.S. 287.055 limitations. The estimated
construction cost for any project under this contract shall not exceed $2,000,000. Each
Purchase Order shall specifically indicate the project’s estimated construction cost.
Purchase Orders issued for study activities shall not exceed $200,000.

D. THE CONSULTANT and its subsidiaries, sub-contractors or affiliates who designed the
project shall be ineligible for the award of the construction contract for that project.

IV. RESPONSIBILITY OF THE CONSULTANT

A. The CONSULTANT shall be responsible for the professional quality, technical accuracy,
and the coordination of all designs, drawings, specifications, and other SERVICES
furnished by the CONSULTANT under this Contract. The CONSULTANT shall, without
additional compensation, correct or revise any errors or deficiencies in its designs,
drawings, specifications, and other SERVICES.

B. The Project Manager and Project Engineer can be the same person or can be two (2)
different individuals. If the Project Manager and the Project Engineer is the same person,
then they must be currently employed by the FIRM and must be a Professional Engineer
registered in the State of Florida. If the Project Manager and Project Engineer are two (2) different individuals, then the Project Manager must be currently employed by the FIRM, and at least one must be a Professional Engineer registered in the State of Florida.

C. Substitution of the Project Manager, Project Engineer or Other Key Personnel: The CONSULTANT shall not substitute any key personnel without the prior written approval of the LIBRARY Chief Financial Officer. Any such requests shall be supported by comprehensive documentation outlining the reason(s) for the proposed substitution to include the specific qualifications of the proposed substitute. Approval of the request shall be at the discretion of the LIBRARY. Further, the LIBRARY, in lieu of approving a substitution, may initiate other actions under the contract, including termination.

D. Neither the LIBRARY’S review, approval or acceptance of, nor payment for, the SERVICES required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LIBRARY in accordance with applicable law for all damages suffered directly or indirectly by the LIBRARY caused by the CONSULTANT’S negligent performance of any of the SERVICES furnished under this Contract. The rights and remedies of the LIBRARY provided for under this Contract are in addition to any other rights and remedies provided by law.

E. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

F. The LIBRARY may require in writing that the CONSULTANT remove from any project any of the CONSULTANT’S or sub-consultant(s) personnel that the LIBRARY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in Contract Amount or Contract Time based on the LIBRARY’s use of this provision will be valid. CONSULTANT and their sub-consultant(s) shall indemnify and hold the LIBRARY harmless from and against any claim by CONSULTANT’S or sub-consultant(s) personnel on account of the use of this provision.

G. The LIBRARY will provide the CONSULTANT and their sub-consultant(s) a copy of the LIBRARY’S Rules of Conduct, which will apply to the CONSULTANT and their subconsultant(s) personnel while on the LIBRARY’S own or leased property.

H. CONSULTANT shall coordinate its SERVICES with the services performed by the LIBRARY’s other consultants, such as the architectural and civil engineering firms engaged by Library for the various projects.

V. LIBRARY’S RIGHTS AND RESPONSIBILITIES

The LIBRARY shall:

A. Furnish the CONSULTANT with existing data, plans, profiles, and other information necessary or useful in connection with the planning of the program that is available in the LIBRARY’S files, all of which shall be and remain the property of the LIBRARY and shall
be returned to the LIBRARY upon completion of the SERVICES to be performed by the CONSULTANT.

B. Make LIBRARY personnel available on a time-permitting basis, where required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely within the discretion of the LIBRARY.

VI. LIBRARY’S DESIGNATED REPRESENTATIVE

It is understood and agreed that the LIBRARY designates the LIBRARY’s Facility and Operations Department Head, or designated representative, to represent the LIBRARY in all technical matters pertaining to and arising from the work and performance of this Contract. The LIBRARY’s Facility and Operations Department Head, or designated representative, shall have the following responsibilities:

A. Examination of all reports, sketches, drawings, estimates, Proposals, and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the LIBRARY’S approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.

B. Transmission of instructions, receipt of information, and interpretation and definition of LIBRARY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract. Prompt written notice by the LIBRARY to the CONSULTANT whenever the LIBRARY observes, or otherwise becomes aware of, any defects or changes necessary in the Project.

VII. TERMINATION OF CONTRACT

A. TERM: The term of this Contract shall be for a period of three (3) years (“Initial Term”). The Initial Term may be extended upon mutual written agreement of both parties for two (2) additional one (1) year terms (“Extension Term(s)”). This Contract shall terminate at the expiration of the Initial Term and at the end of each Extension Term if not extended.

B. TERMINATION FOR DEFAULT:

The LIBRARY may, by written notice to the CONSULTANT, terminate this Contract for default in whole or in part (task authorizations, if applicable) if the CONSULTANT fails to:

1. provide products or SERVICES that comply with the specifications herein or fails to meet the LIBRARY’s performance standards

2. deliver the supplies or to perform the SERVICES within the time specified in this contract or any extension.

3. make progress so as to endanger performance of this Contract
4. perform any of the other provisions of this Contract.

Prior to termination for default, the LIBRARY will provide adequate written notice to the CONSULTANT through the LIBRARY’s Chief Financial Officer, affording CONSULTANT the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) calendar days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONSULTANT. The CONSULTANT shall be liable for any damage to the LIBRARY resulting from the CONSULTANT’s default of the Contract. This liability includes any increased costs incurred by the LIBRARY in completing contract performance.

In the event of termination by the LIBRARY for any cause, the CONSULTANT will have, in no event, any claim against the LIBRARY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the LIBRARY the CONSULTANT shall:

- Stop all work and SERVICES on the date and to the extent specified.
- Terminate and settle all orders and sub-contracts relating to the performance of the terminated work and SERVICES
- Transfer all work and SERVICES in process, completed work and SERVICES, and other materials related to the terminated work and SERVICES as directed by the LIBRARY.
- Continue and complete all parts of that work and SERVICES that have not been terminated.

If the CONSULTANT’S failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the CONSULTANT, the Contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. TERMINATION FOR CONVENIENCE:

The LIBRARY, by written notice, may terminate this Contract, in whole or in part, when it is in the LIBRARY’s interest for convenience. If this Contract is terminated for convenience, the LIBRARY shall be liable only for goods or SERVICES properly delivered and accepted. The LIBRARY’s Notice of Termination for convenience shall provide the CONSULTANT seven (7) days prior notice before it becomes effective. A termination for convenience may apply to individual Purchase Orders or to the Contract in its entirety.

C. PAYMENT IN EVENT OF TERMINATION:

If this Contract is terminated before performance is completed, the CONSULTANT’s sole and exclusive remedy is payment for SERVICES performed, and CONSULTANT shall be
only paid for the SERVICES satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount that is the same percentage of the Contract price as the amount of SERVICES satisfactorily completed is a percentage of the total SERVICES called for by the Purchase Orders and this Contract. Any additional costs incurred by the LIBRARY as a result of such termination shall be deducted from the amount due the CONSULTANT, in the event the Contract termination is for cause as described herein.

VIII. TERMINATION NOTICE

The LIBRARY’s Chief Financial Officer, shall issue any and all notices involving termination of this contract.

IX. INDEMNITY/INSURANCE AND SAFETY REQUIREMENTS

CONSULTANT agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the LIBRARY’s review or acceptance of insurance maintained by CONSULTANT is not intended to and shall not in any manner limit or qualify the liabilities assumed by CONSULTANT under this contract. CONSULTANT is required to maintain any coverage required by federal and state workers’ compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The CONSULTANT shall require that each of its sub-consultants providing SERVICES hereunder (if any) procures and maintains until the completion of their respective SERVICES, insurance of the types and to the limits specified herein. CONSULTANT will maintain a copy of the Certificate of Insurance (COI) in their files and will provide a copy of the initial COI and updated/current COI’s to the LIBRARY.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best’s Financial Strength Rating of A- Class VIII or better. (Note: State licenses can be checked via www.flor.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

➢ Required Liability Coverage:

☒ Commercial General Liability - The CONSULTANT shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than $1,000,000 per occurrence. CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.
Required Liability Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CJ 20 37 or their equivalents. Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations

- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent. Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

Required Automotive Coverage:

- Business Automobile Liability - The CONSULTANT shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than $500,000 (five hundred thousand dollars) per accident. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Required Automotive Endorsements:

- MCS-90 - for operations governed by the Sections 29 & 30 of the Motor Carrier Act of 1980 - This requirement is removed 11-5-19, KSS.

Required Workers' Compensation Coverage:

- Workers' Compensation - The CONSULTANT shall maintain coverage for its employees with statutory workers' compensation limits, and no less than $100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any CONSULTANT using an employee leasing company shall complete the Leased Employee Affidavit.

Required Workers' Compensation Endorsements:

- Waiver of Subrogation- WC 00 03 13 or its equivalent.

Required Professional Liability Coverage:

- Professional Liability- with a limit of not less than $1,000,000 per occurrence/claim

When a self-insured retention or deductible exceeds $50,000 the LIBRARY reserves the right to request a copy of CONSULTANT most recent annual report or audited financial statement. For policies written on a “Claims-Made” basis the CONSULTANT agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to
purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the CONSULTANT agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage.

By entering into this contract CONSULTANT agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the LIBRARY for the workers’ compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the CONSULTANT to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/SERVICES provided under this Contract the CONSULTANT shall provide the LIBRARY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the CONSULTANT shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the LIBRARY Board of Trustees.

CONSULTANT shall submit insurance renewal certificates annually to the LIBRARY and immediately upon request by either the LIBRARY or the LIBRARY’s contracted certificate compliance management firm. The certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. CONSULTANT shall notify the LIBRARY not less than thirty (30) business days (ten [10] business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The CONSULTANT shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the LIBRARY or its certificate management representative five (5) business days prior to the effective date of the replacement policy(ies).

The certificate holder shall read:

Orange County Library Board of Trustees c/o
Chief Financial Officer
101 East Central Blvd
Orlando, Florida 32801

INDEMNIFICATION - CONSULTANTS:

The CONSULTANT to the extent permitted in Section 725.08, Florida Statutes shall indemnify and hold harmless the LIBRARY and its officers and employees from liabilities damages, losses, and costs (including attorney’s fees) to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and persons employed or utilized by the CONSULTANT in the performance of this Contract. The remedy provided to the LIBRARY by this paragraph shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise and shall survive the termination of this Contract.
SAFETY AND PROTECTION OF PROPERTY (for SERVICES provided on the premises of LIBRARY)

The CONSULTANT shall at all times:

- Initiate, maintain and supervise all safety precautions and programs in connection with its SERVICES or performance of its operations under this Contract.

- Take all reasonable precautions to prevent injury to CONSULTANT employees, LIBRARY employees, LIBRARY attendees and all other persons affected by their operations.

- Take all reasonable precautions to prevent damage or loss to property of LIBRARY, or of other vendors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.

- Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:
  - Occupational Safety and Health Act (OSHA)
  - National Institute for Occupational Safety & Health (NIOSH)
  - National Fire Protection Association (NFPA)
  - American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)

X. TRUTH IN NEGOTIATION AND MAINTENANCE AND EXAMINATION OF RECORDS

A. The CONSULTANT hereby represents, covenants and warrants that wage rates and other factual unit costs supporting the compensation provided for in this Contract are accurate, complete and current as of the date of contracting. It is further agreed that the Contract price shall be adjusted to exclude any amounts where the LIBRARY determines the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

B. The CONSULTANT shall keep adequate records and supporting documents applicable to this Contract. Said records and documentation shall be retained by the CONSULTANT for a minimum of five (5) years from the date of final payment on this contract. If any litigation, claim or audit is commenced prior to the expiration of the five (5) year period, the records shall be maintained until all litigation, claims or audit findings involving the records have been resolved.

C. If applicable, time records and cost data shall be maintained in accordance with generally accepted accounting principles.
This includes full disclosure of all transactions associated with the contract. Also, if applicable, all financial information and data necessary to determine overhead rates in accordance with Federal and State regulatory agencies and the contract shall be maintained.

D. CONSULTANT’s “records and supporting documents” as referred to in this Contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, invoices, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the LIBRARY’s judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract document.

Such records and documents shall include (hard copy, as well as computer readable data, written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating worksheets; correspondence; change order files (including pricing data used to price change proposals and documentation covering negotiated settlements); back-charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other CONSULTANT records which may have a bearing on matters of interest to the LIBRARY in connection with the CONSULTANT’s dealings with the LIBRARY (all foregoing hereinafter referred to as “records and supporting documents”) to the extent necessary to adequately permit evaluation and verification of:

1) CONSULTANT compliance with contract requirements; or
2) Compliance with provisions for pricing change orders; or
3) Compliance with provisions for pricing invoices; or
4) Compliance with provisions regarding pricing of claims submitted by the CONSULTANT or his payees; or
5) Compliance with the LIBRARY’s business ethics; or
6) Compliance with applicable state statutes and LIBRARY Ordinances/Regulations.

E. Records and documents subject to audit shall also include those records and documents necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Contract. In those situations where CONSULTANT’s records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), CONSULTANT agrees to provide the LIBRARY’s representatives with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats.

F. The LIBRARY and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the LIBRARY deems necessary throughout the terms of this contract and for a period of five (5) years after final payment. Such activity shall be conducted during normal business working hours. The LIBRARY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying.
G. The LIBRARY, during the period of time defined by the preceding paragraph, shall have the right to obtain a copy of and otherwise inspect any audit made at the direction of the CONSULTANT as concerns the aforesaid records and documentation.

H. Records and documentation shall be made accessible at the CONSULTANT’s local place of business. If the records are unavailable locally, it shall be the CONSULTANT’s responsibility to ensure that all required records are provided at the CONSULTANT’s expense including payment of travel and maintenance costs incurred by the LIBRARY’s authorized representatives or designees in accessing records maintained out of the LIBRARY. The direct costs of copying records, excluding any overhead cost, shall be at the LIBRARY’s expense.

I. CONSULTANT shall require all payees (examples of payees include sub-consultants, insurance agents, material suppliers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between CONSULTANT and payee. Such requirements include a flow-down right of audit provisions in contracts with payees, which shall also apply to sub-consultants and sub-sub consultants, material suppliers, etc. CONSULTANT shall cooperate fully and shall cause all aforementioned parties and all of CONSULTANT’s sub-consultants (including those entering into lump sum sub-contracts and lump sum major material purchase orders) to cooperate fully in furnishing or in making available to the LIBRARY from time to time whenever requested in an expeditious manner any and all such records, documents, information, materials and data.

J. The LIBRARY’s authorized representatives or designees shall have reasonable access to the CONSULTANT’s facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall have adequate and appropriate work space, in order to conduct audits in compliance with this article.

K. Even after a change order proposal has been approved, CONSULTANT agrees that if the LIBRARY later determines the cost and pricing data submitted was inaccurate, incomplete, not current or not in compliance with the terms of the Contract regarding pricing of change orders, then an appropriate contract price reduction will be made. Such post-approval contract price adjustment will apply to all levels of Consultants and/or sub-consultants and to all types of change order proposals specifically including lump sum change orders, unit price change orders, and cost-plus change orders.

L. If an audit inspection or examination by the LIBRARY, or its designee, in accordance with this article discloses overpricing or overcharges (of any nature) by the CONSULTANT to the LIBRARY in excess of one-half of one percent (0.5%) of the total contract billings, the reasonable actual cost of the LIBRARY’s audit shall be reimbursed to the LIBRARY by the CONSULTANT. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the CONSULTANT’s invoices and/or records and supporting documents shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the LIBRARY’s findings to the CONSULTANT.
XI. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the CONSULTANT in connection with its SERVICES hereunder and are the property of the LIBRARY upon acceptance of same by the LIBRARY.

XII. WORK COMMENCEMENT/PROGRESS/DELAYS

A. COMMENCEMENT AND TERM OF JOB: The SERVICES to be rendered by the CONSULTANT shall be commenced subsequent to the execution of this Contract and upon written notice to proceed from the LIBRARY or designee for a specific project. SERVICES shall be completed within the time period agreed upon after Notice to Proceed.

B. JOB SEGMENT DEADLINES: A detailed segment completion schedule will be included in each Purchase Order. The purpose of this schedule is to:

1. Provide job segment deadlines for the CONSULTANT upon which the LIBRARY may rely;

2. Provide guidance for the LIBRARY in honoring the CONSULTANT’S monthly invoices for progress payments; and

3. Provide a framework against which the LIBRARY may suspend progress payments as provided in Article II C hereof.

C. CONFERENCES: The LIBRARY will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with representatives of the LIBRARY, or of other agencies interested in the Project on behalf of the LIBRARY. Either party to the Contract may request and be granted a conference.

D. DELAYS NOT FAULT OF CONSULTANT; DISCRETIONARY EXTENSIONS OF COMPLETION TIME BY LIBRARY: In the event there are delays on the part of the LIBRARY as to the approval of any of the drawings submitted by the CONSULTANT, or if there are delays occasioned by circumstance beyond the control of the CONSULTANT which delay the Project Schedule completion date, the LIBRARY may grant to the CONSULTANT, by “Letter of Approval of Project Schedule” an extension of the Contract time or revision to the Project Schedule, equal to the aforementioned delays, provided there are no changes in compensation or scope of SERVICES. It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient Contract time remains within which to complete SERVICES on the Project. In the event there have been delays which would affect the Project completion date, the CONSULTANT shall submit a written request to the LIBRARY which identifies the reason(s) for the delay and the amount of time related to each reason.

The LIBRARY will review the request and make a determination as to granting all or part of the requested extension.
E. **SUSPENSION OF SERVICES BY LIBRARY:**

1. **Right of LIBRARY to Suspend SERVICES and Order Resumption:** The performance of CONSULTANT’S SERVICES hereunder may be suspended by the LIBRARY at any time. However, in the event the LIBRARY suspends the performance of CONSULTANT’S SERVICES hereunder, it shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by CONSULTANT. The LIBRARY shall promptly pay to the CONSULTANT all fees which have become due and payable to the CONSULTANT prior to the effective date of such suspension. LIBRARY shall thereafter have no further obligation for payment to the CONSULTANT unless and until the LIBRARY notifies the CONSULTANT that the SERVICES of the CONSULTANT called for hereunder are to be resumed. Upon receipt of written notice from the LIBRARY that CONSULTANT’S SERVICES hereunder are to be resumed, CONSULTANT shall complete the SERVICES of CONSULTANT called for in any Purchase Order and this Contract and CONSULTANT shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to it under this Contract, same to be payable in the manner specified herein.

In no event will the compensation or any part thereof become due or payable to CONSULTANT under this Contract unless and until CONSULTANT has attained that stage of SERVICES where the same would be due and payable to CONSULTANT under the provision of this Contract.

2. **Renegotiation by CONSULTANT; Right to Terminate:** If the aggregate time of the LIBRARY’S suspension or suspension of CONSULTANT’S SERVICES for a particular Purchase Order exceeds one hundred twenty (120) days, then CONSULTANT and LIBRARY shall, upon request of CONSULTANT, meet to assess the SERVICES remaining to be performed and the total fees paid to CONSULTANT hereunder. The parties shall then have the opportunity of negotiating a change in fees to be paid to the CONSULTANT for the balance of the SERVICES to be performed hereunder. No increase in fees to the CONSULTANT shall be allowed unless based upon clear and convincing evidence of an increase in CONSULTANT’S costs attributable to the aforesaid suspensions. If an increase in the CONSULTANT’S cost is demonstrated by clear and convincing evidence and the LIBRARY refuses to increase said fees, CONSULTANT may terminate this Contract by delivering written notice thereof to the LIBRARY within ten (10) days after the LIBRARY has given notice of its refusal to increase said fees.

**XIII. STANDARDS OF CONDUCT**

A. The CONSULTANT represents that he 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 he has not paid or agreed to pay any person, company,
corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract.

B. The CONSULTANT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin in the performance of work under this Contract.

C. The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the CONSULTANT, or any interest in property which the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of this Contract will be immediately disclosed in writing to the LIBRARY. Violation of this section will be considered as justification for immediate termination of this Contract under the provisions of Article VII.

D. The CONSULTANT and its subsidiaries, sub-consultants or affiliates who designed the project, shall be ineligible for the award of the construction contract for that project.

XIV. ASSIGNABILITY; EMPLOYMENT OF SPECIALISTS

A. The CONSULTANT shall maintain an adequate and competent professional staff and may associate with such staff, professional specialists for the purpose of ensuring and enlarging its SERVICEs hereunder, without additional cost to the LIBRARY. Should the CONSULTANT desire to utilize such specialists, the CONSULTANT is fully responsible for satisfactory completion of all work within the scope of this Contract.

B. The CONSULTANT shall be responsible for the integration of all specialists or outside professional work into the documents and for all payments to such specialists or subconsultants from the fee heretofore stated. SERVICEs rendered by the CONSULTANT in connection with coordination of the SERVICEs of the aforementioned personnel shall be considered within the scope of the basic Contract and no additional fee will be due the CONSULTANT for such SERVICEs.

C. All final plans and documents prepared by the CONSULTANT must bear the endorsement of a person in the full employ of the CONSULTANT and be duly registered as a Professional Engineer/Architect in the State of Florida.

D. The CONSULTANT shall not assign any interest in this Contract and shall not transfer any interest in the same without prior written approval of the LIBRARY, provided that claims for the money due or to become due the CONSULTANT from the LIBRARY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the LIBRARY.
XV. INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY

A. The provisions of Florida Statute 768.28 applicable to LIBRARY apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the LIBRARY acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

B. No officer, employee or agent of the LIBRARY acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.

C. The LIBRARY shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

XVI. EQUAL OPPORTUNITY

The LIBRARY’s policies of equal opportunity and non-discrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified. It is also the LIBRARY policy that person(s) doing business with the LIBRARY shall recognize and comply with this policy and that the LIBRARY shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such:

A. The CONSULTANT shall adopt and maintain or provide evidence to the LIBRARY that CONSULTANT has adopted and maintains, a policy of nondiscrimination throughout the term of this Agreement.

B. The CONSULTANT agrees that, on written request, the CONSULTANT shall permit reasonable access to all business records or employment, employment advertisement, applications forms, and other pertinent data and records, by the LIBRARY, for the purpose of investigating to ascertain compliance with the non-discrimination provisions of this contract; provided, that the Contractor shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.

C. The CONSULTANT agrees that, if any obligations of this contract are to be performed by sub-contractor(s), the provisions of subparagraphs 1 and 2 of this Section shall be incorporated into and become a part of the sub-contract.
XVII. CONTROLLING LAWS

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the provisions of this Contract will be held in Orange County, Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

XVIII. CONTRACT CLAIMS

“Claim” as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a CONSULTANT against the LIBRARY relating to a particular contract shall be submitted to the LIBRARY’s Chief Financial Officer in writing clearly labeled “Contract Claim” requesting a final decision. The CONSULTANT also shall provide with the claim a certification as follows: “I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the CONSULTANT believes the LIBRARY is liable; and that I am duly authorized to certify the claim on behalf of the CONSULTANT.”

Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.

The decision of the LIBRARY’s Chief Financial Officer shall be issued in writing and shall be furnished to the CONSULTANT. The decision shall state the reasons for the decision reached. The LIBRARY’s Chief Financial Officer shall render the final decision within sixty (60) days after receipt of CONSULTANT’s written request for a final decision. The LIBRARY’s Chief Financial Officer decision shall be final and conclusive.

The CONSULTANT shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the LIBRARY’s Chief Financial Officer.

XIX. AVAILABILITY OF FUNDS

The obligations of LIBRARY under this Contract are subject to availability of funds lawfully appropriated for its purpose by the LIBRARY Board of Trustees, or other specified funding source for this contract.

XX. PROHIBITION AGAINST CONTINGENT FEES

The CONSULTANT warrants that they have 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 they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract. For the breach or violation of this provision, the LIBRARY shall have the
right to terminate the Contract at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

XXI. TOBACCO FREE CAMPUS

By executing this Contract, CONSULTANT acknowledges that all LIBRARY facilities and operations shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Consultants and their personnel and sub-contractor personnel during contract performance on LIBRARY owned or leased property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

XXII. DRUG FREE WORKPLACE:

By executing this Contract, CONSULTANT acknowledges the LIBRARY’s Drug Free Workplace requirement applies to the CONSULTANT and their sub-consultants.

XXIII. VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person performing SERVICES under this contract, the CONSULTANT shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of: (a) all employees within the State of Florida that are hired by the CONSULTANT after the execution of the contract who are providing labor under the contract during the contract term; and, (b) all employees within the State of Florida of any of the CONSULTANT’S sub-consultants that are hired by those sub-consultants after the execution of the contract who are providing labor under the contract during the contract term. Please refer to USCIS.gov for more information on this process.

Only those employees determined eligible to work within the United States shall be employed under the contract.

Therefore, by submission of a proposal in response to this solicitation, the CONSULTANT confirms that all employees in the above categories will undergo e-verification before performing labor under this contract. The CONSULTANT further confirms his commitment to comply with the requirement by completing the E-Verification certification, contained in this solicitation.

XXIV. ASBESTOS FREE MATERIALS

For contracts for design SERVICES, CONSULTANT shall provide a written and notarized statement on company letterhead to certify and warrant that the project was designed with asbestos free materials. Such statement shall be submitted with the final payment request. Final payment shall not be made until such statement is submitted. CONSULTANT agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the design, CONSULTANT shall be liable for all costs related to the redesign or modification of the construction of the project so that materials containing asbestos are removed.
from the design, plans or specifications or construction contract documents, and, in addition, if construction has begun or has been completed pursuant to a design that includes asbestos containing materials, the CONSULTANT shall also be liable for all costs related to the abatement of such asbestos.

XXV. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:

By executing this Contract, the CONSULTANT affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its sub-contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

XXVI. FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS:

By executing this Contract, the CONSULTANT affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

XXVII. SEVERABILITY

The provisions of this Contract are declared by the parties to be severable. However, the material provisions of this Contract are dependent upon one another, and such interdependencies a material inducement for the parties to enter into this Contract. Therefore, should any material term, provision, covenant or condition of this Contract be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

XXVIII. PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)

The LIBRARY is a public agency subject to Chapter 119, Florida Statutes. The Consultant agrees to comply with Florida’s Public Records Law. Specifically, the CONSULTANT shall:

- Keep and maintain public records required by LIBRARY to perform the service.
- Upon request from LIBRARY’s custodian of public records, provide LIBRARY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to LIBRARY.
Upon completion of the contract, CONSULTANT agrees to transfer at no cost to LIBRARY all public records in possession of the CONSULTANT or keep and maintain public records required by LIBRARY to perform the service. If the CONSULTANT transfers all public record to LIBRARY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to LIBRARY, upon request from LIBRARY’s custodian of public records, in a format that is compatible with the information technology systems of LIBRARY.

A CONSULTANT who fails to provide the public records to LIBRARY within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT LOVEVIA WILLIAMS, THE LIBRARY’s CUSTODIAN OF PUBLIC RECORDS AT:

Orange County Library System
Attn: Public Records Custodian
5th Floor Finance Offices
101 East Central Blvd.
Orlando, Florida 32801

XXIX. SCRUTINIZED COMPANIES LIST

By executing this Agreement, the CONSULTANT certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725 of the Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473 of the Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5) of the Florida Statutes, Space Florida may immediately terminate this Agreement for cause if the CONSULTANT is found to have submitted a false certification as to the above or if the CONSULTANT is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If LIBRARY determines that the CONSULTANT has submitted a false certification, LIBRARY will provide written notice to the CONSULTANT. Unless the CONSULTANT demonstrates in writing, within 90 calendar days of receipt of the notice, that LIBRARY’s determination of false certification was made in error, LIBRARY shall bring a civil action against the CONSULTANT. If LIBRARY’s determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed on the CONSULTANT, and the CONSULTANT will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of LIBRARY’s determination of false certification by the CONSULTANT.
b. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition in this Section, this Section shall be null and void without further action of the parties.

XXX. RFQ OCLS-19-004 Inclusion:

By executing this Contract, CONSULTANT acknowledges that in addition to the terms and conditions in this Contract, the terms and conditions in RFQ OCLS-19-004 which lead to the creation of this Contract are binding. CONSULTANT also acknowledges the forms signed in their proposal submission including but limited to Drug Free Workplace, Conflict of Interest, E-Verification, Scrutinized Companies List, are binding upon them and their sub-consultants.

CONSULTANT

Signature

Name Typed or Printed

Title

Consultant Signed Date

Orange County Library Systems

___________________________

Kristopher S. Shoemaker
CMA, CGFO, CPFIM, CHAE, CHTP
Chief Financial Officer

___________________________

LIBRARY Signed Date
I. **SERVICEs.** The SERVICE Tasks will be specified for each project and may include, but not necessarily be limited to the following types of SERVICEs:

A. **Mechanical Engineering Services**  
   (1) air-conditioning and heating systems (types)  
   (2) air distribution (air handlers, ductwork & accessories)  
   (3) refrigeration equipment (chillers, cooling towers)  
   (4) unitary equipment (rooftop air-cooled single package units)  
   (5) heat generation equipment (boilers)  
   (6) fire protection equipment (fire sprinkler systems)  
   (7) plumbing fixtures and equipment  
   (8) HVAC instrumentation, Building Automation System, DDC Controls  
   (9) Testing, adjusting and balancing of HVAC systems

B. **Electrical Engineering SERVICEs**  
   (1) power generation (emergency generators)  
   (2) service and distribution (metering, grounding, service disconnects)  
   (3) lighting (light fixtures, lamps), lighting control systems  
   (4) communication systems (fire alarm & security systems)  
   (5) electrical system testing  
   (6) low-voltage distribution systems (switchboards, panels, controllers)

C. **Plumbing Engineering Services**  
   (1) Retrofit of existing plumbing systems

D. **Elevator Design Services**

E. **Smoke Control Design Services**

F. **Fire Alarm Design Services**

G. **Fire Sprinkler Design Services**

H. **Cost Estimating Services.**

I. **Construction Contract Administration Services.**
II. **General Scope of Services:** The Scope of Services for each Task may include, but not limited to:

A) **Problem Analysis:** Assist the LIBRARY in addressing and determining the cause and solution of problems with building systems and SERVICES to include building code violations, through survey, study, assessment, research and or structural analysis, which will include costs.

B) **Project Programming:** Determine needs of the user department for use in establishing various project design concepts, parameters, criteria, code and or permit requirements and construction cost budgets.

C) **Schematic Design:** Develop a single line drawing to show the conceptual layout, functional relationships to the building systems or SERVICES.

D) **Design Development:** Develop schematic drawings into drawings and specifications that definitely indicate the layout, shows all physical improvements, items to be demolished, replaced or relocated, elevations and all dimensional requirements of the project, and sufficient detail to establish equipment, building materials, SERVICES or systems. Prepare project cost estimate for use in project budgeting and establishing the design construction cost budget amount.

E) **Construction Documents:** Provide construction documents that fully describe all improvements and integrate all involved disciplines. These documents will be developed in successive stages of complexity until final completion. The document deliverables shall be at 30%, 60%, 90% and 100% completion. These documents deliverables shall be of sufficient detail and completeness to obtain all required permits and approvals from governing authorities, and obtain reasonable cost proposals from other contractors.

F) **Technical Specifications:** Construction documents are composed of drawings and written specifications in the Construction specifications Institute (CSI) format. Technical Specification information shall not be placed on the drawings. Technical Specifications shall include all applicable sections of the Owner’s Division 1 – General Requirements. Where brand names or manufacturers names are used, at least three shall be listed. Where three names cannot be listed, use the phrase “or acceptable equal”.

G) **Cost Estimating Services:** Provide a line item cost estimate at appropriate intervals such as 60% and 100% Construction Documents. Carefully note all assumptions and or exclusions. Clearly identify the materials, long-lead delivery items, overhead and profit and contingency allowance. Note whether the
estimate is current or applies to a future date. The LIBRARY may obtain independent cost estimates separate from this Contract. If, in the LIBRARY’s opinion, there is a significant difference between the CONSULTANT’s estimate and the independent cost estimator, the CONSULTANT shall be required to reconcile the estimate with the independent cost estimator.

H) **Value Engineering:** Review project programs, schematic drawings, design development documents and construction documents prepared by the CONSULTANT, or by others and provide recommendations for alternative designs, building systems, materials, equipment, etc., including cost estimates of alternatives that would reduce the anticipated construction cost without adversely impacting the functional or operational features and requirements of the project.

I) **Code Compliance:** The CONSULTANT shall be responsible to develop construction documents that are in compliance with all applicable building codes and other requirements of governing authorities. Nothing contained in information provided by the LIBRARY shall be interpreted as a deliberate violation of any code or other lawful requirement. The CONSULTANT shall during the initial stage of design development physically inspect the areas of the building for code deficiencies that may affect the project cost and schedule. The CONSULTANT shall provide in writing to the LIBRARY his findings on any building code deficiencies that may affect the project budget and schedule prior to development of construction documents. These findings should include costs and duration.

J) **LIBRARY Approval:** All deliverables require approval before proceeding to the next level of development. Such approval will be issued by the LIBRARY in writing, and may contain modifications to the contract documents that must be made prior to the next deliverable.

K) **Reproductions:** Provide all required reproductions of documents for intermediate deliverables, permitting agencies and Contractor usage. For bidding purposes, the CONSULTANT may use an allowance of Ten (10) sets of construction documents. These will be reimbursable costs. The LIBRARY will pay for all sets of documents required for bidding in excess of that amount. The CONSULTANT shall provide to the LIBRARY CD-ROM’s that include PDF files of final design plans and specifications.

L) **Permits:** The CONSULTANT shall prepare and submit applications, construction drawings and specifications, and related support documentation to all agencies having jurisdiction over the permitting or approval of the project. The CONSULTANT shall pay all submittal, application and review fees required to process construction documents and obtain approval from agencies having jurisdiction over the project. Said application and review fees will be a reimbursable cost. This will be a contingency figure. Prepare written responses to and participate in the resolution of questions or issues during the review of the construction documents by any agency having jurisdiction for permitting or
approval of the project. The LIBRARY shall pay all costs that are specifically designated as impact fees. The Contractor shall pay for the cost of obtaining the building permit and other permits directly related to construction activities and inspections. Said permits and inspection fees will be a reimbursable cost.

M) Bidding: The CONSULTANT shall prepare and submit the required number of drawings and specifications for inclusion with the LIBRARY’s bidding documents for use by the LIBRARY in administering the bidding process. The CONSULTANT will also provide the LIBRARY with one unbound set of technical specifications, and the required number of CD-ROM’s that include the plans and technical specifications in PDF format. The CONSULTANT will attend and participate in the pre-bid conference, answer questions from bidders, prepare addenda to the bidding documents and evaluate Contractor bid proposals. The LIBRARY shall advertise for bids, distribute bidding documents, maintain a log of bidders, conduct the pre-bid conference, receive and validate bid proposals, publish bidding results, and select a Contractor for award.

N) Construction Contract Administration: The CONSULTANT shall assist the LIBRARY’s project management personnel in ensuring that the contracted construction work is performed and completed in accordance with the requirements of the construction contract. The CONSULTANT will be required to perform, but not limited to the following SERVICES:

1) Pre-Construction Meeting: Attend pre-construction meeting and answer questions from the Contractor and Sub-Contractors. Record meeting minutes and distributes to all attendees. The LIBRARY shall conduct the meeting, schedule the “Notice to Proceed” date and issue the “Notice to Proceed” letter to be signed by the Contractor.

2) Construction Progress Meetings: Attend regularly scheduled construction progress meetings during the course of construction. Answer questions and resolve construction issues. Record meeting minutes and distributes to all attendees. The LIBRARY shall conduct the meeting.

3) Construction Observations (separate from construction progress meetings): Conduct periodic construction observations to verify the quantity and quality of work. Each construction observation will include appropriate Sub-Consultants and be documented in a Construction Observation Report.

4) Contractor Submittals and RFIs: Review and process Contractor submittals and respond in writing to all Contractor RFIs. All approved Contractors submittals shall bear the CONSULTANT’s stamp and are delivered to the LIBRARY at Substantial Completion.

5) Contractor’s Application for Payment: Review and approve all applications for payment. The CONSULTANT shall recommend an appropriate value for the current stage of construction and sign the application for payment.
6) **Contractor Change Orders and Claims:** Review all Contractor Change Orders and Claims and recommend an appropriate value and course of action.

7) **Commissioning of Building Systems:** Review start-up and in-service procedures of building systems with Contractor and attend start-up of building systems. Record results of building system start-up. Submit in writing the results of the building system start-up to LIBRARY.

8) **Substantial Completion and Final Completion:** Attend the Substantial Completion Inspection and Final Completion Inspection. Arrange for all Sub-Consultants to attend and inspect their respective work. Assist the LIBRARY in verifying the completion of the Construction Contract, and preparing a punch list of items to be corrected by the Contractor. The CONSULTANT shall provide a recommendation for Substantial Completion and Final Completion. The LIBRARY will provide the Certificate of Substantial Completion.

9) **Record Drawings:** Provide a minimum of two sets of record drawings full size and two half sizes and a CD-ROM of the record drawings and technical specifications prior to final completion inspection. The record drawings will be developed from the contractor’s as-built drawings. Record drawings are part of the project closeout documents.

10) **Warranty Inspection:** Attend the one-year warranty inspection and assist the LIBRARY in identifying defective materials and or installation.

11) **Construction Management:** The LIBRARY may request the CONSULTANT to manage a project under this contract during the construction phase. The CONSULTANT will be under the direction of the LIBRARY’s project management personnel and will be the LIBRARY’s Project Representative. The CONSULTANT may be assigned a project to manage under this contract after the LIBRARY has selected a contractor to perform and complete the work described in the contract documents. The SERVICEs the CONSULTANT will provide but not limited to, be the SERVICEs listed under Item “N” - “Construction Contract Administration”.

12) **Project Summary:** After completion of each project, the LIBRARY will request CONSULTANT to prepare a “Lessons-learned Report” for each phase of the project that summarizes the strengths, weaknesses, pitfalls and provide ideas for improvements to future LIBRARY projects. This report should be reviewed and discussed with the LIBRARY prior to finalizing the report. It will become part of the project records.
EXHIBIT B - RATES
Orange County Library District
Mechanical, Electrical & Plumbing Design Services
Continuing Contract Number OCLS-19-004-B
Billable Rate Sheet

 MEP Firm: Hanson Professional Services, Inc
 Sub-Consultant Name: William Bradford
 Contact: 720 N. Maitland Ave, Suite 102, Maitland, FL 32751
 Telephone: 407.622.2050 Ext 5516

The following chart reflects our Billable Hourly Rate for each specified Position/Category we will provide under contract OCLS-19-004-B. Said Billable Rates are all inclusive of general overhead, profit and other such costs for providing personnel related to this contract. These rates will be effective for the initial three (3) year contract term and will be revisited at the renewal period.

<table>
<thead>
<tr>
<th>Line</th>
<th>Position / Category</th>
<th>Billable Hourly Rate</th>
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<tbody>
<tr>
<td>1</td>
<td>Principal</td>
<td>$219.00</td>
</tr>
<tr>
<td>2</td>
<td>Engineer/Scientist VIII</td>
<td>$190.00</td>
</tr>
<tr>
<td>3</td>
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</tr>
<tr>
<td>4</td>
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<td>$155.00</td>
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<td>5</td>
<td>Engineer/Scientist V</td>
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</tr>
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<td>6</td>
<td>Engineer/Scientist IV</td>
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<td>7</td>
<td>Engineer/Scientist III</td>
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<tr>
<td>8</td>
<td>Engineer/Scientist II</td>
<td>$88.00</td>
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<td>9</td>
<td>Engineer/Scientist I</td>
<td>$84.00</td>
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<tr>
<td>10</td>
<td>Manager/Designer</td>
<td>$133.00</td>
</tr>
<tr>
<td>11</td>
<td>Tech VII</td>
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<tr>
<td>12</td>
<td>Tech VI</td>
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<td>Aide</td>
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</table>

Signature of Company Officer: ___________________________ Date: 10-14-19

Printed Name of Company Officer: ________________

Title of Company Officer: Senior Vice President

If for Sub-Consultant, Architectural Firm review and approval of Billable Hourly Rate is required below.

Signature of Architectural Firm Officer: ___________________________

Printed Name of Architectural Firm Officer: ___________________________ Date: __________
The following chart reflects our Billable Reimbursable Rate for each specified Reimbursable Item we will provide under contract OCLS-19-004-B. Said Billable Rates are all inclusive of general overhead, profit and other such costs for providing these non-personnel related items to this contract. These rates will be effective for the initial three (3) year contract term and will be revisited at the renewal period.

<table>
<thead>
<tr>
<th>Line</th>
<th>Reimbursable Item</th>
<th>Billable Unit</th>
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<tr>
<td>1</td>
<td>Permitting</td>
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<tr>
<td>2</td>
<td>Courier (One-Way)</td>
<td>At Invoice Cost</td>
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</tr>
<tr>
<td>3</td>
<td>Shipping (UPS)</td>
<td>At Invoice Cost</td>
<td></td>
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<tr>
<td>4</td>
<td>Electronic File (PDF) on Compact Disc (CD)</td>
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<td>$5.00</td>
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<td>Wide Format Black / White Line Art Digital Bond #20 Printing</td>
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<td>15&quot; x 21&quot;</td>
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<td>$0.065</td>
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<td>Wide Format Color Line Art Digital Bond #20 Printing</td>
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<tr>
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<td>$5.49</td>
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<td>Small Format Black / White Card Stock Printing</td>
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<td>8.5&quot; x 11&quot;</td>
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<td>$0.13</td>
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<td>$0.08</td>
</tr>
<tr>
<td>19</td>
<td>Small Format Black / White Copy / Print</td>
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<tr>
<td>20</td>
<td>8.5&quot; x 11&quot;</td>
<td></td>
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<td>25</td>
<td>11&quot; x 17&quot;</td>
<td>$0.20</td>
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TOTAL REIMBURSABLE EXPENSES

Signature of Company Officer: ____________________________ Date: 10-14-19
Printed Name of Company Officer: ____________________________
Title of Company Officer: ____________________________

If for Sub-Consultant, MEP Firm review and approval of Billable Reimbursable Rate is required.

Signature of MEP Firm Officer: ____________________________
Printed Name of MEP Firm Officer: ____________________________ Date: __________________
EXHIBIT B - RATES

Orange County Library District
Mechanical, Electrical & Plumbing Design Services
Continuing Contract Number OCLS-19-004-B
Billable Rate Sheet

MEP Firm: Hanson Professional Services, Inc
Sub-Consultant Name: Jensen Hughes
Contact: William Bradford
Address: 720 N. Maitland Ave, Suite 102, Maitland, FL 32751
Telephone: 407.622.2050 Ext 5516

The following chart reflects our Billable Hourly Rate for each specified Position/Category we will provide under contract OCLS-19-004-B. Said Billable Rates are all inclusive of general overhead, profit and other such costs for providing personnel related to this contract. These rates will be effective for the initial three (3) year contract term and will be revisited at the renewal period.

<table>
<thead>
<tr>
<th>Line</th>
<th>Position / Category</th>
<th>Billable Hourly Rate</th>
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<tbody>
<tr>
<td>1</td>
<td>Principal Engineer</td>
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<td>Sr. FP Engineer</td>
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<td>Engineer</td>
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<td>11</td>
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<tr>
<td>12</td>
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</tbody>
</table>

Signature of Company Officer: ____________________________ Date: __10-4-2019__

Printed Name of Company Officer: ____________________________

Title of Company Officer: ________ Vice President __________

If for Sub-Consultant, Architectural Firm review and approval of Billable Hourly Rate is required below.

Signature of Architectural Firm Officer: __________________

Printed Name of Architectural Firm Officer: __________________ Date: __10-14-19__
EXHIBIT B - RATES

Orange County Library District
Mechanical, Electrical & Plumbing Design Services
Continuing Contract Number OCLS-19-004-B
Billable Rate Sheet

MEP Firm: Hanson Professional Services, Inc
Sub-Consultant Name: Lerch Bates
Contact: William Bradford
Address: 720 N. Maitland Ave, Suite 102, Maitland, FL 32751
Telephone: 407.622.2050 Ext 5516

The following chart reflects our Billable Hourly Rate for each specified Position/Category we will provide under contract OCLS-19-004-B. Said Billable Rates are all inclusive of general overhead, profit and other such costs for providing personnel related to this contract. These rates will be effective for the initial three (3) year contract term and will be revisited at the renewal period.

See the following sheet for Lerch Bates.

---

If for Sub-Consultant, MEP Firm review and approval of Billable Hourly Rate is required below.

Signature of MEP Firm Officer: [Signature]
Printed Name of MEP Firm Officer: [Printed Name]
Date: 10-14-19
EXHIBIT B - RATES

CONTINUING ARCHITECTURAL SERVICES
CONTRACT #OCLS-19-004-B

Lerch Bates
Billable Rates and Multiplier

<table>
<thead>
<tr>
<th>Position Category</th>
<th>Hourly Rate</th>
<th>Multiplier</th>
<th>Billable Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal/Primary</td>
<td>74.75</td>
<td>2.99</td>
<td>223.50</td>
</tr>
<tr>
<td>Field Inspector</td>
<td>35.00</td>
<td>2.99</td>
<td>104.65</td>
</tr>
<tr>
<td>Administrator</td>
<td>24.04</td>
<td>2.99</td>
<td>71.88</td>
</tr>
</tbody>
</table>

In the most recent reporting period, which consisted of the year 2018, Lerch Bates Inc. had the following multipliers, which are submitted to Orange County to be used on this Contract (See attached Overhead Analysis Statement). Please note the 2018 audited overhead statement was higher than the maximum allowed multiplier; therefore, Lerch Bates applied the maximum rate of 2.99.

General Overhead Rate 179.61
Fringe Benefit Rate 73.37
Fringe + General Overhead Rate 252.98

Salary + Fringe + General Overhead Rate 352.98
Profit Margin 10%
Total Overhead Rate 388.28

This is to certify that the above information is accurate as of October 7, 2019. Applied the 2.99 maximum multiplier to rates the rates in the table above.

Scott Neeley, Controller 10/8/19
Name of Company Officer, Title Date

Signature

(Maximum multiplier allowed by Orange County: 2.99 - Maximum profit: 10%)
EXHIBIT B - RATES

Orange County Library District
Mechanical, Electrical & Plumbing Design Services
Continuing Contract Number OCLS-19-004-B
Billable Rate Sheet

MEP Firm: Hanson Professional Services, Inc
Sub-Consultant Name: Tags Engineering LLC
Contact: William Bradford
Address: 720 N. Maitland Ave, Suite 102, Maitland, FL 32751
Telephone: 407.622.2050 Ext 5516

The following chart reflects our Billable Hourly Rate for each specified Position/Category we will provide under contract OCLS-19-004-B. Said Billable Rates are all inclusive of general overhead, profit and other such costs for providing personnel related to this contract. These rates will be effective for the initial three (3) year contract term and will be revisited at the renewal period.

<table>
<thead>
<tr>
<th>Line</th>
<th>Position / Category</th>
<th>Billable Hourly Rate</th>
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<tbody>
<tr>
<td>1</td>
<td>Principal</td>
<td>$160.00</td>
</tr>
<tr>
<td>2</td>
<td>Senior Engineer</td>
<td>$126.00</td>
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<tr>
<td>3</td>
<td>Junior Engineer</td>
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</tr>
<tr>
<td>4</td>
<td>Cadd Technician</td>
<td>$71.50</td>
</tr>
<tr>
<td>5</td>
<td>Admin. Assistant</td>
<td>$48.50</td>
</tr>
</tbody>
</table>

Signature of Company Officer: Tugce Agsak
Date: 10/4/2019

Printed Name of Company Officer: Tugce Agsak

Title of Company Officer: President

If for Sub-Consultant, Architectural Firm review and approval of Billable Hourly Rate is required below.

Signature of Architectural Firm Officer:  
Printed Name of Architectural Firm Officer:  
Date: 10-14-19
EXHIBIT B - RATES

Orange County Library District
Mechanical, Electrical & Plumbing Design Services
Continuing Contract Number OCLS-19-004-B
Reimbursable Rate Sheet

MEP Firm: Hanson Professional Services, Inc
Sub-Consultant Name: Tags Engineering LLC
Contact: William Bradford
Address: 720 N. Maitland Ave, Suite 102, Maitland, FL 32751
Telephone: 407.622.2050 Ext 5516

The following chart reflects our Billable Reimbursable Rate for each specified Reimbursable Item we will provide under contract OCLS-19-004-B. Said Billable Rates are all inclusive of general overhead, profit and other such costs for providing these non-personnel related items to this contract. These rates will be effective for the initial three (3) year contract term and will be revisited at the renewal period.

<table>
<thead>
<tr>
<th>Line</th>
<th>Reimbursable Item</th>
<th>Billable Unit</th>
<th>Billable Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mileage</td>
<td>Miles</td>
<td>$0.61</td>
</tr>
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<td>2</td>
<td>Printing and Plotting and document reproduction</td>
<td>Actual Cost x 1.1</td>
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</tr>
<tr>
<td>3</td>
<td>Courier and overnight delivery</td>
<td>Actual Cost x 1.1</td>
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</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
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<tr>
<td>12</td>
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</tr>
</tbody>
</table>

Signature of Company Officer: TAgšak  Date: 10/4/2019

Printed Name of Company Officer: Tugce Agsak

Title of Company Officer: President

If for Sub-Consultant, MEP Firm review and approval of Billable Reimbursable Rate is required.

Signature of MEP Firm Officer: WJI. C. Burslemo  Date: 10-14-19

Printed Name of MEP Firm Officer: WJI. C. Burslemo  Date: 10-14-19
EXHIBIT B - RATES
Orange County Library District
Mechanical, Electrical & Plumbing Design Services
Continuing Contract Number OCLS-19-004-B
Billable Rate Sheet

MEP Firm: Hanson Professional Services, Inc
Sub-Consultant Name: Montgomery Consulting Group, Inc.
Contact: Monty Gettys, President
Address: 976 Lake Baldwin Lane, Suite 201, Orlando, FL 32814
Telephone: 407-539-7030, Ext. 226

The following chart reflects our Billable Hourly Rate for each specified Position/Category we will provide under contract OCLS-19-004-B. Said Billable Rates are all inclusive of general overhead, profit and other such costs for providing personnel related to this contract. These rates will be effective for the initial three (3) year contract term and will be revisited at the renewal period.

<table>
<thead>
<tr>
<th></th>
<th>Position / Category</th>
<th>Billable Hourly Rate</th>
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<tbody>
<tr>
<td>1</td>
<td>Project Manager</td>
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<td>2</td>
<td>Senior Cost Estimator</td>
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<td>Cost Estimator</td>
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<td>4</td>
<td>Scheduler</td>
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<tr>
<td>5</td>
<td>Document Control Specialist</td>
<td>$ 55.00</td>
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Signature of Company Officer: ___________________________ Date: 10/07/2019

Printed Name of Company Officer: Monty Gettys

Title of Company Officer: President

If for Sub-Consultant, MEP Firm review and approval of Billable Hourly Rate is required below.

Signature of MEP Firm Officer: ___________________________ Date: 10/14/19

Printed Name of MEP Firm Officer: ___________________________ Date: 10/14/19
CONTRACT OCLS-19-004-C

THIS CONTRACT made and entered into this ______ day of November, 2019, by and between the:

Orange County Library System
101 East Central Blvd
Orlando, Florida 32801

a special independent taxing district of the State of Florida, hereinafter referred to as “LIBRARY” and:

TLC Engineering Solutions, Inc.
255 South Orange Ave, Suite 1600
Orlando, FL 32801
FEDERAL I. D. # 59-1228645

hereinafter referred to as “CONSULTANT”

RECITALS

WHEREAS, the LIBRARY desires to retain Continuing Mechanical, Electrical, Plumbing, Fire Protection, and Structural, Professional Engineering Design Services for the OCLS Main Library and its 15 Branch locations (SERVICES). The type and scope of SERVICES to be performed by CONSULTANT are described in Exhibit “A”, Scope of Services, which is attached to this Contract, and incorporated by reference herein.

WHEREAS, the LIBRARY desires to engage the CONSULTANT in connection with the SERVICES required, upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of obtaining of performing such SERVICES upon said terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

I. SCOPE OF SERVICES

A. Authorization of SERVICES for Each Project: As the LIBRARY generates individual projects, the CONSULTANT will be provided with a Scope of Work statement for the particular project. This statement will provide the basis for the CONSULTANT and the LIBRARY’s Project Manager to mutually develop a clearly defined comprehensive Scope of Services. On the basis of the Scope of Services, the CONSULTANT will prepare and submit for the LIBRARY’s consideration a detailed proposal covering the scope, schedule and cost of the professional SERVICES and any other related costs. The proposal will itemize the hours and tasks to be performed for the SERVICES using the negotiated hourly rates attached as Exhibit “B” to calculate the proposed fee for the SERVICES. The LIBRARY will review and negotiate the proposal, schedule, and fee with the CONSULTANT. After mutual agreement on the proposal, schedule, and fee, a purchase order will be generated (“Purchase Order”) and a “Notice to Proceed” letter will be issued by the LIBRARY, giving authorization to the CONSULTANT to proceed with performing and completing the agreed to SERVICES.
B. **Performance of SERVICES.** The CONSULTANT shall diligently and in a timely manner perform the SERVICES for the LIBRARY in accordance with the terms of the approved Purchase Order.

II. **PAYMENT**

A. **FEES:** The LIBRARY agrees to pay the CONSULTANT for the SERVICES described in the approved Purchase Orders as set forth herein and in the Purchase Order.

B. **PAYMENTS:** The LIBRARY shall pay the CONSULTANT in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

Progress payments shall be due and payable monthly in proportion to the percentage of SERVICES approved and accepted, in writing, by the LIBRARY. All invoices shall be prepared in the format prescribed by the LIBRARY. When an invoice includes charges from a sub-consultant, the sub-consultant’s invoice/backup shall accompany the CONSULTANT’S invoice. A separate Pay Item Breakdown sheet for the CONSULTANT and each sub-consultant shall accompany each invoice. The CONSULTANT’S Pay Item Breakdown sheet shall include, in aggregate, the CONSULTANT’S and sub-consultant’s pay items. All requests for payment must be accompanied by a narrative description of the scope of Services performed by the CONSULTANT and sub-consultants during the period covered by the invoice. The narrative shall also describe the SERVICES anticipated to be performed during the next billing period.

C. **SUSPENSION OF PROGRESS PAYMENTS BY LIBRARY:** In the event the CONSULTANT falls fifteen (15%) percent behind the Project completion schedule set forth in a Purchase Order, no further progress payments will be made until the CONSULTANT brings the SERVICES back on schedule or a revised schedule is submitted and approved or until all SERVICES in the Purchase Order have been completed and accepted the LIBRARY.

D. **PAYMENT IN EVENT OF TERMINATION BY LIBRARY:** In the event this Contract is terminated or canceled prior to completion, payment shall be made in accordance with the provisions of Article VII.

E. **CHANGES WITHIN SCOPE; ALLOWANCE OF ADDITIONAL COMPENSATION:** If instructed to do so in writing by the LIBRARY, the CONSULTANT shall change or revise SERVICES that have been performed, and if such SERVICES are not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. In all disputes arising over the right to additional compensation, the LIBRARY shall determine whether substantial acceptable SERVICES have been done on documents such that changes, revisions or preparation of additional documents should result in additional compensation to the CONSULTANT. The CONSULTANT’s proposals for additional compensation shall be based on the hourly rate schedule set forth in Exhibit “B”. A written modification to the Contract shall be executed by both parties to reflect the additional SERVICES and cost of same, prior to commencement of performance of any additional SERVICES.
F. **TRAVEL AND PER DIEM**: Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statute.

G. **FEE LIMITATION CLAUSE**: The CONSULTANT shall utilize the same hourly as set forth in Exhibit “B” in fee negotiations for all projects, except as provided by Article II, paragraph H, Price Adjustment. The number of hours required to complete each project shall be negotiated at such time as the LIBRARY initiates fee negotiations for that project.

H. **PRICE ADJUSTMENT**: Written request for an hourly rates adjustment may be made only under the following conditions:

   a. If a project specific contract’s performance period exceeds three (3) years a price adjustment may be requested not more than sixty (60) days after the end of the three (3) year period and for each annual period thereafter or for the remaining period of the contract if less than one (1) year.

   b. For continuing contracts with a performance period that exceeds three (3) years, an adjustment may be requested not more than sixty (60) days after the end of three (3) years.

   c. Retroactive requests for price adjustments will not be considered.

   The provisions of this clause shall not apply to contracts with fees based on ranges. Retroactive requests for price adjustments will not be considered.

Any request for a price adjustment will be subject to negotiation and must be approved by the LIBRARY Chief Financial Officer. Any request for such increase shall be supported by adequate justification to include Consumer Price Index (CPI) documentation. The CPI documentation shall be based on the All Items, CPI-U, U.S. City Average, not seasonally adjusted index. The prevailing CPI in the month when the contract was executed by the LIBRARY shall be the base period from which changes in the CPI will be measured for the initial request for a price adjustment. Any subsequent requests for a price adjustment shall be based on the CPI prevailing in the month when an amendment effecting a previous price adjustment was executed by the LIBRARY.

The maximum allowable increase shall not exceed the percent change in the CPI from the base period (either the month when the contract was executed by the LIBRARY or the month when an amendment effecting a price adjustment was executed by the LIBRARY) to the CPI prevailing at time of request for a price adjustment and in no case shall it exceed 3%. Any price adjustment shall only be effective upon the execution of a written amendment to the contract executed by both parties.

**III. DESIGN WITHIN STATUTORY LIMITATIONS**

A. The CONSULTANT shall accomplish the SERVICES required under this Contract, when applicable, so as to permit the award of a construction contract (using standard LIBRARY procedures for the construction of the facilities) at a price that does not exceed the
estimated construction contract price if set forth in the Purchase Order and in no event in excess of the limits as set forth in paragraph C below. When bids or proposals for the construction contracts are received that exceed the aforesaid limits, the CONSULTANT shall perform such redesign and other SERVICES as are necessary to permit contract award within the aforesaid limitations at no additional cost to the LIBRARY and such SERVICES shall not be considered additional SERVICES. These additional SERVICES shall be performed at no increase in the price of the respective Purchase Order. However, CONSULTANT shall not be required to perform such additional SERVICES at no cost to the LIBRARY if the unfavorable bids or proposals result from conditions beyond CONSULTANT’S reasonable control. LIBRARY shall exercise reasonable commercial judgment in making the controlling determinations as to whether such conditions are within the reasonable control of the CONSULTANT.

B. The CONSULTANT will promptly advise the LIBRARY if it finds that the project being designed will exceed or is likely to exceed the limitations set forth herein and it is unable to design a usable facility within those limitations. Upon receipt of such information, the LIBRARY will review the CONSULTANT’S revised estimate of construction cost. The LIBRARY may, if it determines that the estimated construction contract price set forth in this Contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in the Purchase Order, or the LIBRARY may adjust such estimated construction contract price via amendment to this Contract, but in no event to exceed the limits of paragraph C below. When bids or proposals are not solicited or are unreasonably delayed, the LIBRARY shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the limitations set forth herein.

C. The estimated construction contract price for each project will vary, will be set forth in the respective Purchase Order, and will be subject to F.S. 287.055 limitations. The estimated construction cost for any project under this contract shall not exceed $2,000,000. Each Purchase Order shall specifically indicate the project’s estimated construction cost. Purchase Orders issued for study activities shall not exceed $200,000.

D. THE CONSULTANT and its subsidiaries, sub-contractors or affiliates who designed the project shall be ineligible for the award of the construction contract for that project.

IV. RESPONSIBILITY OF THE CONSULTANT

A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other SERVICES furnished by the CONSULTANT under this Contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other SERVICES.

B. The Project Manager and Project Engineer can be the same person or can be two (2) different individuals. If the Project Manager and the Project Engineer is the same person, then they must be currently employed by the FIRM and must be a Professional Engineer
registered in the State of Florida. If the Project Manager and Project Engineer are two (2) different individuals, then the Project Manager must be currently employed by the FIRM, and at least one must be a Professional Engineer registered in the State of Florida.

C. Substitution of the Project Manager, Project Engineer or Other Key Personnel: The CONSULTANT shall not substitute any key personnel without the prior written approval of the LIBRARY Chief Financial Officer. Any such requests shall be supported by comprehensive documentation outlining the reason(s) for the proposed substitution to include the specific qualifications of the proposed substitute. Approval of the request shall be at the discretion of the LIBRARY. Further, the LIBRARY, in lieu of approving a substitution, may initiate other actions under the contract, including termination.

D. Neither the LIBRARY’S review, approval or acceptance of, nor payment for, the SERVICES required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LIBRARY in accordance with applicable law for all damages suffered directly or indirectly by the LIBRARY caused by the CONSULTANT’S negligent performance of any of the SERVICES furnished under this Contract. The rights and remedies of the LIBRARY provided for under this Contract are in addition to any other rights and remedies provided by law.

E. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

F. The LIBRARY may require in writing that the CONSULTANT remove from any project any of the CONSULTANT’S or sub-consultant(s) personnel that the LIBRARY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in Contract Amount or Contract Time based on the LIBRARY’s use of this provision will be valid. CONSULTANT and their sub-consultant(s) shall indemnify and hold the LIBRARY harmless from and against any claim by CONSULTANT’S or sub-consultant(s) personnel on account of the use of this provision.

G. The LIBRARY will provide the CONSULTANT and their sub-consultant(s) a copy of the LIBRARY’s Rules of Conduct, which will apply to the CONSULTANT and their subconsultant(s) personnel while on the LIBRARY’s own or leased property.

H. CONSULTANT shall coordinate its SERVICES with the services performed by the LIBRARY’s other consultants, such as the architectural and civil engineering firms engaged by Library for the various projects.

V. LIBRARY’S RIGHTS AND RESPONSIBILITIES

The LIBRARY shall:

A. Furnish the CONSULTANT with existing data, plans, profiles, and other information necessary or useful in connection with the planning of the program that is available in the
LIBRARY’S files, all of which shall be and remain the property of the LIBRARY and shall be returned to the LIBRARY upon completion of the SERVICES to be performed by the CONSULTANT.

B. Make LIBRARY personnel available on a time-permitting basis, where required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely within the discretion of the LIBRARY.

VI. LIBRARY’S DESIGNATED REPRESENTATIVE

It is understood and agreed that the LIBRARY designates the LIBRARY’s Facility and Operations Department Head, or designated representative, to represent the LIBRARY in all technical matters pertaining to and arising from the work and performance of this Contract. The LIBRARY’s Facility and Operations Department Head, or designated representative, shall have the following responsibilities:

A. Examination of all reports, sketches, drawings, estimates, Proposals, and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the LIBRARY’S approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.

B. Transmission of instructions, receipt of information, and interpretation and definition of LIBRARY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract. Prompt written notice by the LIBRARY to the CONSULTANT whenever the LIBRARY observes, or otherwise becomes aware of, any defects or changes necessary in the Project.

VII. TERMINATION OF CONTRACT

A. TERM: The term of this Contract shall be for a period of three (3) years ("Initial Term"). The Initial Term may be extended upon mutual written agreement of both parties for two (2) additional one (1) year terms ("Extension Term(s)"). This Contract shall terminate at the expiration of the Initial Term and at the end of each Extension Term if not extended.

B. TERMINATION FOR DEFAULT:

The LIBRARY may, by written notice to the CONSULTANT, terminate this Contract for default in whole or in part (task authorizations, if applicable) if the CONSULTANT fails to:

1. provide products or SERVICES that comply with the specifications herein or fails to meet the LIBRARY’s performance standards

2. deliver the supplies or to perform the SERVICES within the time specified in this contract or any extension.
3. make progress so as to endanger performance of this Contract

4. perform any of the other provisions of this Contract.

Prior to termination for default, the LIBRARY will provide adequate written notice to the CONSULTANT through the LIBRARY’s Chief Financial Officer, affording CONSULTANT the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) calendar days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONSULTANT. The CONSULTANT shall be liable for any damage to the LIBRARY resulting from the CONSULTANT’s default of the Contract. This liability includes any increased costs incurred by the LIBRARY in completing contract performance.

In the event of termination by the LIBRARY for any cause, the CONSULTANT will have, in no event, any claim against the LIBRARY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the LIBRARY the CONSULTANT shall:

- Stop all work and SERVICES on the date and to the extent specified.
- Terminate and settle all orders and sub-contracts relating to the performance of the terminated work and SERVICES
- Transfer all work and SERVICES in process, completed work and SERVICES, and other materials related to the terminated work and SERVICES as directed by the LIBRARY.
- Continue and complete all parts of that work and SERVICES that have not been terminated.

If the CONSULTANT’S failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the CONSULTANT, the Contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

**B. TERMINATION FOR CONVENIENCE:**

The LIBRARY, by written notice, may terminate this Contract, in whole or in part, when it is in the LIBRARY’s interest for convenience. If this Contract is terminated for convenience, the LIBRARY shall be liable only for goods or SERVICES properly delivered and accepted. The LIBRARY’s Notice of Termination for convenience shall provide the CONSULTANT seven (7) days prior notice before it becomes effective. A termination for convenience may apply to individual Purchase Orders or to the Contract in its entirety.
C. **PAYMENT IN EVENT OF TERMINATION:**

If this Contract is terminated before performance is completed, the CONSULTANT’s sole and exclusive remedy is payment for SERVICES performed, and CONSULTANT shall be only paid for the SERVICES satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount that is the same percentage of the Contract price as the amount of SERVICES satisfactorily completed is a percentage of the total SERVICES called for by the Purchase Orders and this Contract. Any additional costs incurred by the LIBRARY as a result of such termination shall be deducted from the amount due the CONSULTANT, in the event the Contract termination is for cause as described herein.

VIII. **TERMINATION NOTICE**

The LIBRARY’s Chief Financial Officer, shall issue any and all notices involving termination of this contract.

IX. **INDEMNITY/INSURANCE AND SAFETY REQUIREMENTS**

CONSULTANT agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the LIBRARY’s review or acceptance of insurance maintained by CONSULTANT is not intended to and shall not in any manner limit or qualify the liabilities assumed by CONSULTANT under this contract. CONSULTANT is required to maintain any coverage required by federal and state workers’ compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The CONSULTANT shall require that each of its sub-consultants providing SERVICES hereunder (if any) procures and maintains until the completion of their respective SERVICES, insurance of the types and to the limits specified herein. CONSULTANT will maintain a copy of the Certificate of Insurance (COI) in their files and will provide a copy of the initial COI and updated/current COI’s to the LIBRARY.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best’s Financial Strength Rating of A- Class VIII or better. *(Note: State licenses can be checked via www.flori.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)*

- **Required Liability Coverage:**
  - Commercial General Liability - The CONSULTANT shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than $1,000,000 per occurrence. CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or
Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

- **Required Liability Endorsements:**
  - Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents. Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
  - Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent. Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

- **Required Automotive Coverage:**
  - Business Automobile Liability - The CONSULTANT shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than $500,000 (five hundred thousand dollars) per accident. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

- **Required Automotive Endorsements:**
  - MCS-90- for operations governed by the Sections 29 & 30 of the Motor Carrier Act of 1980. This requirement is removed 11-5-19, KSS.

- **Required Workers’ Compensation Coverage:**
  - Workers' Compensation - The CONSULTANT shall maintain coverage for its employees with statutory workers' compensation limits, and no less than $100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any CONSULTANT using an employee leasing company shall complete the Leased Employee Affidavit.

- **Required Workers’ Compensation Endorsements:**
  - Waiver of Subrogation- WC 00 03 13 or its equivalent

- **Required Professional Liability Coverage:**
  - Professional Liability- with a limit of not less than $1,000,000 per claim
When a self-insured retention or deductible exceeds $50,000 the LIBRARY reserves the right to request a copy of CONSULTANT most recent annual report or audited financial statement. For policies written on a “Claims-Made” basis the CONSULTANT agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the CONSULTANT agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage.

By entering into this contract CONSULTANT agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the LIBRARY for the workers’ compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the CONSULTANT to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/SERVICES provided under this Contract the CONSULTANT shall provide the LIBRARY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the CONSULTANT shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the LIBRARY Board of Trustees.

CONSULTANT shall submit insurance renewal certificates annually to the LIBRARY and immediately upon request by either the LIBRARY or the LIBRARY’s contracted certificate compliance management firm. The certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. CONSULTANT shall notify the LIBRARY not less than thirty (30) business days (ten [10] business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The CONSULTANT shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the LIBRARY or its certificate management representative five (5) business days prior to the effective date of the replacement policy(ies).

The certificate holder shall read:

Orange County Library Board of Trustees  
c/o Chief Financial Officer  
101 East Central Blvd  
Orlando, Florida 32801

**INDEMNIFICATION - CONSULTANTS:**

The CONSULTANT to the extent permitted in Section 725.08, Florida Statutes shall indemnify and hold harmless the LIBRARY and its officers and employees from liabilities damages, losses, and costs (including attorney’s fees, where recoverable by law) to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and persons employed or utilized by the CONSULTANT in the performance of this Contract. The remedy
provided to the LIBRARY by this paragraph shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise and shall survive the termination of this Contract.

SAFETY AND PROTECTION OF PROPERTY (for SERVICES provided on the premises of LIBRARY)

The CONSULTANT shall at all times:

- Initiate, maintain and supervise all safety precautions and programs in connection with its SERVICES or performance of its operations under this Contract.
- Take all reasonable precautions to prevent injury to CONSULTANT employees, LIBRARY employees, LIBRARY attendees and all other persons affected by their operations.
- Take all reasonable precautions to prevent damage or loss to property of LIBRARY, or of other vendors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.
- Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:
  - Occupational Safety and Health Act (OSHA)
  - National Institute for Occupational Safety & Health (NIOSH)
  - National Fire Protection Association (NFPA)
  - American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)

X.
TRUTH IN NEGOTIATION AND MAINTENANCE AND EXAMINATION OF RECORDS

A. The CONSULTANT hereby represents, covenants and warrants that wage rates and other factual unit costs supporting the compensation provided for in this Contract are accurate, complete and current as of the date of contracting. It is further agreed that the Contract price shall be adjusted to exclude any amounts where the LIBRARY determines the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

B. The CONSULTANT shall keep adequate records and supporting documents applicable to this Contract. Said records and documentation shall be retained by the CONSULTANT for a minimum of five (5) years from the date of final payment on this contract. If any litigation, claim or audit is commenced prior to the expiration of the five (5) year period, the records shall be maintained until all litigation, claims or audit findings involving the records have been resolved.
C. If applicable, time records and cost data shall be maintained in accordance with generally accepted accounting principles.

This includes full disclosure of all transactions associated with the contract. Also, if applicable, all financial information and data necessary to determine overhead rates in accordance with Federal and State regulatory agencies and the contract shall be maintained.

D. CONSULTANT’s “records and supporting documents” as referred to in this Contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, invoices, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the LIBRARY’s judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract document.

Such records and documents shall include (hard copy, as well as computer readable data, written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating worksheets; correspondence; change order files (including pricing data used to price change proposals and documentation covering negotiated settlements); back-charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other CONSULTANT records which may have a bearing on matters of interest to the LIBRARY in connection with the CONSULTANT’s dealings with the LIBRARY (all foregoing hereinafter referred to as “records and supporting documents”) to the extent necessary to adequately permit evaluation and verification of:

1) CONSULTANT compliance with contract requirements; or
2) Compliance with provisions for pricing change orders; or
3) Compliance with provisions for pricing invoices; or
4) Compliance with provisions regarding pricing of claims submitted by the CONSULTANT or his payees; or
5) Compliance with the LIBRARY’s business ethics; or
6) Compliance with applicable state statutes and LIBRARY Ordinances/Regulations.

E. Records and documents subject to audit shall also include those records and documents necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Contract. In those situations where CONSULTANT’s records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), CONSULTANT agrees to provide the LIBRARY’s representatives with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats.

F. The LIBRARY and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the LIBRARY deems necessary throughout the term of this contract and for a period of five (5) years after final payment. Such activity
shall be conducted during normal business working hours. The LIBRARY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying.

G. The LIBRARY, during the period of time defined by the preceding paragraph, shall have the right to obtain a copy of and otherwise inspect any audit made at the direction of the CONSULTANT as concerns the aforesaid records and documentation.

H. Records and documentation shall be made accessible at the CONSULTANT’s local place of business. If the records are unavailable locally, it shall be the CONSULTANT’s responsibility to ensure that all required records are provided at the CONSULTANT’s expense including payment of travel and maintenance costs incurred by the LIBRARY’s authorized representatives or designees in accessing records maintained out of the LIBRARY. The direct costs of copying records, excluding any overhead cost, shall be at the LIBRARY’s expense.

I. CONSULTANT shall require all payees (examples of payees include sub-consultants, insurance agents, material suppliers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between CONSULTANT and payee. Such requirements include a flow-down right of audit provisions in contracts with payees, which shall also apply to sub-consultants and sub-sub consultants, material suppliers, etc. CONSULTANT shall cooperate fully and shall cause all aforementioned parties and all of CONSULTANT’s sub-consultants (including those entering into lump sum sub-contracts and lump sum major material purchase orders) to cooperate fully in furnishing or in making available to the LIBRARY from time to time whenever requested in an expeditious manner any and all such records, documents, information, materials and data.

J. The LIBRARY’s authorized representatives or designees shall have reasonable access to the CONSULTANT’s facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall have adequate and appropriate work space, in order to conduct audits in compliance with this article.

K. Even after a change order proposal has been approved, CONSULTANT agrees that if the LIBRARY later determines the cost and pricing data submitted was inaccurate, incomplete, not current or not in compliance with the terms of the Contract regarding pricing of change orders, then an appropriate contract price reduction will be made. Such post-approval contract price adjustment will apply to all levels of Consultants and/or sub-consultants and to all types of change order proposals specifically including lump sum change orders, unit price change orders, and cost-plus change orders.

L. If an audit inspection or examination by the LIBRARY, or its designee, in accordance with this article discloses overpricing or overcharges (of any nature) by the CONSULTANT to the LIBRARY in excess of one-half of one percent (0.5%) of the total contract billings, the reasonable actual cost of the LIBRARY’s audit shall be reimbursed to the LIBRARY by the CONSULTANT. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the CONSULTANT’s invoices and/or records and supporting
documents shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the LIBRARY’s findings to the CONSULTANT.

XI. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the CONSULTANT in connection with its SERVICES hereunder and are the property of the LIBRARY upon acceptance of same by the LIBRARY.

XII. WORK COMMENCEMENT/PROGRESS/DELAYS

A. COMMENCEMENT AND TERM OF JOB: The SERVICES to be rendered by the CONSULTANT shall be commenced subsequent to the execution of this Contract and upon written notice to proceed from the LIBRARY or designee for a specific project. SERVICES shall be completed within the time period agreed upon after Notice to Proceed.

B. JOB SEGMENT DEADLINES: A detailed segment completion schedule will be included in each Purchase Order. The purpose of this schedule is to:

   1. Provide job segment deadlines for the CONSULTANT upon which the LIBRARY may rely;

   2. Provide guidance for the LIBRARY in honoring the CONSULTANT’S monthly invoices for progress payments; and

   3. Provide a framework against which the LIBRARY may suspend progress payments as provided in Article II C hereof.

C. CONFERENCES: The LIBRARY will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with representatives of the LIBRARY, or of other agencies interested in the Project on behalf of the LIBRARY. Either party to the Contract may request and be granted a conference.

D. DELAYS NOT FAULT OF CONSULTANT: DISCRETIONARY EXTENSIONS OF COMPLETION TIME BY LIBRARY: In the event there are delays on the part of the LIBRARY as to the approval of any of the drawings submitted by the CONSULTANT, or if there are delays occasioned by circumstance beyond the control of the CONSULTANT which delay the Project Schedule completion date, the LIBRARY may grant to the CONSULTANT, by “Letter of Approval of Project Schedule” an extension of the Contract time or revision to the Project Schedule, equal to the aforementioned delays, provided there are no changes in compensation or scope of SERVICES. It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient Contract time remains within which to complete SERVICES on the Project. In the event there have been
delays which would affect the Project completion date, the CONSULTANT shall submit a written request to the LIBRARY which identifies the reason(s) for the delay and the amount of time related to each reason.

The LIBRARY will review the request and make a determination as to granting all or part of the requested extension.

E. **SUSPENSION OF SERVICES BY LIBRARY:**

1. **Right of LIBRARY to Suspend SERVICES and Order Resumption:** The performance of CONSULTANT’S SERVICES hereunder may be suspended by the LIBRARY at any time. However, in the event the LIBRARY suspends the performance of CONSULTANT’S SERVICES hereunder, it shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by CONSULTANT. The LIBRARY shall promptly pay to the CONSULTANT all fees which have become due and payable to the CONSULTANT prior to the effective date of such suspension. LIBRARY shall thereafter have no further obligation for payment to the CONSULTANT unless and until the LIBRARY notifies the CONSULTANT that the SERVICES of the CONSULTANT called for hereunder are to be resumed. Upon receipt of written notice from the LIBRARY that CONSULTANT’S SERVICES hereunder are to be resumed, CONSULTANT shall complete the SERVICES of CONSULTANT called for in any Purchase Order and this Contract and CONSULTANT, shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to it under this Contract, same to be payable in the manner specified herein.

In no event will the compensation or any part thereof become due or payable to CONSULTANT under this Contract unless and until CONSULTANT has attained that stage of SERVICES where the same would be due and payable to CONSULTANT under the provision of this Contract.

2. **Renegotiation by CONSULTANT; Right to Terminate:** If the aggregate time of the LIBRARY’S suspension or suspension of CONSULTANT’S SERVICES for a particular Purchase Order exceeds one hundred twenty (120) days, then CONSULTANT and LIBRARY shall, upon request of CONSULTANT, meet to assess the SERVICES remaining to be performed and the total fees paid to CONSULTANT hereunder. The parties shall then have the opportunity of negotiating a change in fees to be paid to the CONSULTANT for the balance of the SERVICES to be performed hereunder. No increase in fees to the CONSULTANT shall be allowed unless based upon clear and convincing evidence of an increase in CONSULTANT’S costs attributable to the aforesaid suspensions. If an increase in the CONSULTANT’S cost is demonstrated by clear and convincing evidence and the LIBRARY refuses to increase said fees, CONSULTANT may terminate this Contract by delivering written notice thereof to the LIBRARY within ten (10) days after the LIBRARY has given notice of its refusal to increase said fees.
XIII. STANDARDS OF CONDUCT

A. The CONSULTANT represents that he 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 he has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract.

B. The CONSULTANT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin in the performance of work under this Contract.

C. The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the CONSULTANT, or any interest in property which the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of this Contract will be immediately disclosed in writing to the LIBRARY. Violation of this section will be considered as justification for immediate termination of this Contract under the provisions of Article VII.

D. The CONSULTANT and its subsidiaries, sub-consultants or affiliates who designed the project, shall be ineligible for the award of the construction contract for that project.

XIV. ASSIGNABILITY; EMPLOYMENT OF SPECIALISTS

A. The CONSULTANT shall maintain an adequate and competent professional staff and may associate with such staff, professional specialists for the purpose of ensuring and enlarging its SERVICEs hereunder, without additional cost to the LIBRARY. Should the CONSULTANT desire to utilize such specialists, the CONSULTANT is fully responsible for satisfactory completion of all work within the scope of this Contract.

B. The CONSULTANT shall be responsible for the integration of all specialists or outside professional work into the documents and for all payments to such specialists or subconsultants from the fee heretofore stated. SERVICEs rendered by the CONSULTANT in connection with coordination of the SERVICEs of the aforementioned personnel shall be considered within the scope of the basic Contract and no additional fee will be due the CONSULTANT for such SERVICES.

C. All final plans and documents prepared by the CONSULTANT must bear the endorsement of a person in the full employ of the CONSULTANT and be duly registered as a Professional Engineer/Architect in the State of Florida.
D. The CONSULTANT shall not assign any interest in this Contract and shall not transfer any interest in the same without prior written approval of the LIBRARY, provided that claims for the money due or to become due the CONSULTANT from the LIBRARY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the LIBRARY.

**XV. INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY**

A. The provisions of Florida Statute 768.28 applicable to LIBRARY apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the LIBRARY acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

B. No officer, employee or agent of the LIBRARY acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.

C. The LIBRARY shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

**XVI. EQUAL OPPORTUNITY**

The LIBRARY’s policies of equal opportunity and non-discrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified. It is also the LIBRARY policy that person(s) doing business with the LIBRARY shall recognize and comply with this policy and that the LIBRARY shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such:

A. The CONSULTANT shall adopt and maintain or provide evidence to the LIBRARY that CONSULTANT has adopted and maintains, a policy of nondiscrimination throughout the term of this Agreement.

B. The CONSULTANT agrees that, on written request, the CONSULTANT shall permit reasonable access to all business records or employment, employment advertisement, applications forms, and other pertinent data and records, by the LIBRARY, for the purpose of investigating to ascertain compliance with the non-discrimination provisions of this contract; provided, that the Contractor shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.
C. The CONSULTANT agrees that, if any obligations of this contract are to be performed by sub-contractor(s), the provisions of subparagraphs 1 and 2 of this Section shall be incorporated into and become a part of the sub-contract.

XVII. CONTROLLING LAWS

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the provisions of this Contract will be held in Orange County, Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

XVIII. CONTRACT CLAIMS

“Claim” as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a CONSULTANT against the LIBRARY relating to a particular contract shall be submitted to the LIBRARY’s Chief Financial Officer in writing clearly labeled “Contract Claim” requesting a final decision. The CONSULTANT also shall provide with the claim a certification as follows: “I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the CONSULTANT believes the LIBRARY is liable; and that I am duly authorized to certify the claim on behalf of the CONSULTANT.”

Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.

The decision of the LIBRARY’s Chief Financial Officer shall be issued in writing and shall be furnished to the CONSULTANT. The decision shall state the reasons for the decision reached. The LIBRARY’s Chief Financial Officer shall render the final decision within sixty (60) days after receipt of CONSULTANT’s written request for a final decision. The LIBRARY’s Chief Financial Officer decision shall be final and conclusive.

The CONSULTANT shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the LIBRARY’s Chief Financial Officer.

XIX. AVAILABILITY OF FUNDS

The obligations of LIBRARY under this Contract are subject to availability of funds lawfully appropriated for its purpose by the LIBRARY Board of Trustees, or other specified funding source for this contract.
XX. PROHIBITION AGAINST CONTINGENT FEES

The CONSULTANT warrants that they have 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 they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract. For the breach or violation of this provision, the LIBRARY shall have the right to terminate the Contract at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

XXI. TOBACCO FREE CAMPUS

By executing this Contract, CONSULTANT acknowledges that all LIBRARY facilities and operations shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Consultants and their personnel and sub-contractor personnel during contract performance on LIBRARY owned or leased property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

XXII. DRUG FREE WORKPLACE:

By executing this Contract, CONSULTANT acknowledges the LIBRARY’s Drug Free Workplace requirement applies to the CONSULTANT and their sub-consultants.

XXIII. VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person performing SERVICES under this contract, the CONSULTANT shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of: (a) all employees within the State of Florida that are hired by the CONSULTANT after the execution of the contract who are providing labor under the contract during the contract term; and, (b) all employees within the State of Florida of any of the CONSULTANT’S sub-consultants that are hired by those sub-consultants after the execution of the contract who are providing labor under the contract during the contract term. Please refer to USCIS.gov for more information on this process.

Only those employees determined eligible to work within the United States shall be employed under the contract.

Therefore, by submission of a proposal in response to this solicitation, the CONSULTANT confirms that all employees in the above categories will undergo e-verification before performing labor under this contract. The CONSULTANT further confirms his commitment to comply with the requirement by completing the E-Verification certification, contained in this solicitation.
XXIV. ASBESTOS FREE MATERIALS

For contracts for design SERVICES, CONSULTANT shall provide a written and notarized statement on company letterhead to certify and warrant that the project was designed with asbestos free materials. Such statement shall be submitted with the final payment request. Final payment shall not be made until such statement is submitted. CONSULTANT agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the design, CONSULTANT shall be liable for all costs related to the redesign or modification of the construction of the project so that materials containing asbestos are removed from the design, plans or specifications or construction contract documents, and, in addition, if construction has begun or has been completed pursuant to a design that includes asbestos containing materials, the CONSULTANT shall also be liable for all costs related to the abatement of such asbestos.

XXV. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:

By executing this Contract, the CONSULTANT affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its sub-contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

XXVI. FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS:

By executing this Contract, the CONSULTANT affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

XXVII. SEVERABILITY

The provisions of this Contract are declared by the parties to be severable. However, the material provisions of this Contract are dependent upon one another, and such interdependencies a material inducement for the parties to enter into this Contract. Therefore, should any material term, provision, covenant or condition of this Contract be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

XXVIII. PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)

The LIBRARY is a public agency subject to Chapter 119, Florida Statutes. The Consultant agrees to comply with Florida’s Public Records Law. Specifically, the CONSULTANT shall:

- Keep and maintain public records required by LIBRARY to perform the service.
- Upon request from LIBRARY’s custodian of public records, provide LIBRARY with a copy of the requested records or allow the records to be inspected or copied within a
reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

➢ Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to LIBRARY.

➢ Upon completion of the contract, CONSULTANT agrees to transfer at no cost to LIBRARY all public records in possession of the CONSULTANT or keep and maintain public records required by LIBRARY to perform the service. If the CONSULTANT transfers all public records to LIBRARY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to LIBRARY, upon request from LIBRARY’s custodian of public records, in a format that is compatible with the information technology systems of LIBRARY.

➢ A CONSULTANT who fails to provide the public records to LIBRARY within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

➢ IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT LOVEVIA WILLIAMS, THE LIBRARY’S CUSTODIAN OF PUBLIC RECORDS AT:

Orange County Library System  
Attn: Public Records Custodian
5th Floor Finance Offices  
101 East Central Blvd.  
Orlando, Florida 32801

XXIX. SCRUTINIZED COMPANIES LIST

By executing this Agreement, the CONSULTANT certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725 of the Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473 of the Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5) of the Florida Statutes, Space Florida may immediately terminate this Agreement for cause if the CONSULTANT is found to have submitted a false certification as to the above or if the CONSULTANT is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If LIBRARY determines that the CONSULTANT has submitted a false certification, LIBRARY will provide written notice to the CONSULTANT. Unless the
CONSULTANT demonstrates in writing, within 90 calendar days of receipt of the notice, that LIBRARY’s determination of false certification was made in error, LIBRARY shall bring a civil action against the CONSULTANT. If LIBRARY’s determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed on the CONSULTANT, and the CONSULTANT will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of LIBRARY’s determination of false certification by the CONSULTANT.

b. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition in this Section, this Section shall be null and void without further action of the parties.

XXX. RFQ OCLS-19-004 Inclusion:

By executing this Contract, CONSULTANT acknowledges that in addition to the terms and conditions in this Contract, the terms and conditions in RFQ OCLS-19-004 which lead to the creation of this Contract are binding. CONSULTANT also acknowledges the forms signed in their proposal submission including but limited to Drug Free Workplace, Conflict of Interest, E-Verification, Scrutinized Companies List, are binding upon them and their sub-consultants.

CONSULTANT

___________________________
Signature

____________________________
Name Typed or Printed

___________________________
Title

Consultant Signed Date

Orange County Library Systems

Kristopher S. Shoemaker
CMA, CGFO, CPFIM, CHAE, CHTP
Chief Financial Officer

____________________________
LIBRARY Signed Date

Consultant Signed Date
I. **SERVICES.** The SERVICE Tasks will be specified for each project and may include, but not necessarily be limited to the following types of SERVICES:

A. **Mechanical Engineering Services**
   (1) air-conditioning and heating systems (types)
   (2) air distribution (air handlers, ductwork & accessories)
   (3) refrigeration equipment (chillers, cooling towers)
   (4) unitary equipment (rooftop air-cooled single package units)
   (5) heat generation equipment (boilers)
   (6) fire protection equipment (fire sprinkler systems)
   (7) plumbing fixtures and equipment
   (8) HVAC instrumentation, Building Automation System, DDC Controls
   (9) Testing, adjusting and balancing of HVAC systems

B. **Electrical Engineering SERVICES**
   (1) power generation (emergency generators)
   (2) service and distribution (metering, grounding, service disconnects)
   (3) lighting (light fixtures, lamps), lighting control systems
   (4) communication systems (fire alarm & security systems)
   (5) electrical system testing
   (6) low-voltage distribution systems (switchboards, panels, controllers)

C. **Plumbing Engineering Services**
   (1) Retrofit of existing plumbing systems

D. **Elevator Design Services**

E. **Smoke Control Design Services**

F. **Fire Alarm Design Services**

G. **Fire Sprinkler Design Services**

H. **Cost Estimating Services.**

I. **Construction Contract Administration Services.**
II. **General Scope of Services**: The Scope of Services for each Task may include, but not limited to:

A) **Problem Analysis**: Assist the LIBRARY in addressing and determining the cause and solution of problems with building systems and SERVICES to include building code violations, through survey, study, assessment, research and or structural analysis, which will include costs.

B) **Project Programming**: Determine needs of the user department for use in establishing various project design concepts, parameters, criteria, code and or permit requirements and construction cost budgets.

C) **Schematic Design**: Develop a single line drawing to show the conceptual layout, functional relationships to the building systems or SERVICES.

D) **Design Development**: Develop schematic drawings into drawings and specifications that definitely indicate the layout, shows all physical improvements, items to be demolished, replaced or relocated, elevations and all dimensional requirements of the project, and sufficient detail to establish equipment, building materials, SERVICES or systems. Prepare project cost estimate for use in project budgeting and establishing the design construction cost budget amount.

E) **Construction Documents**: Provide construction documents that fully describe all improvements and integrate all involved disciplines. These documents will be developed in successive stages of complexity until final completion. The document deliverables shall be at 30%, 60%, 90% and 100% completion. These documents deliverables shall be of sufficient detail and completeness to obtain all required permits and approvals from governing authorities, and obtain reasonable cost proposals from other contractors.

F) **Technical Specifications**: Construction documents are composed of drawings and written specifications in the Construction specifications Institute (CSI) format. Technical Specification information shall not be placed on the drawings. Technical Specifications shall include all applicable sections of the Owner’s Division 1 – General Requirements. Where brand names or manufacturers names are used, at least three shall be listed. Where three names cannot be listed, use the phrase “or acceptable equal”.

G) **Cost Estimating Services**: Provide a line item cost estimate at appropriate intervals such as 60% and 100% Construction Documents. Carefully note all assumptions and or exclusions. Clearly identify the materials, long-lead delivery items, overhead and profit and contingency allowance. Note whether the estimate is current or applies to a future date. The LIBRARY may obtain independent cost estimates separate from this Contract. If, in the LIBRARY’s opinion, there is a significant difference between the CONSULTANT’s estimate
and the independent cost estimator, the CONSULTANT shall be required to reconcile the estimate with the independent cost estimator.

H) Value Engineering: Review project programs, schematic drawings, design development documents and construction documents prepared by the CONSULTANT, or by others and provide recommendations for alternative designs, building systems, materials, equipment, etc., including cost estimates of alternatives that would reduce the anticipated construction cost without adversely impacting the functional or operational features and requirements of the project.

I) Code Compliance: The CONSULTANT shall be responsible for developing construction documents are in compliance with all applicable building codes and other requirements of governing authorities. Nothing contained in information provided by the LIBRARY shall be interpreted as a deliberate violation of any code or other lawful requirement. The CONSULTANT shall during the initial stage of design development physically inspect the areas of the building for code deficiencies that may affect the project cost and schedule. The CONSULTANT shall provide in writing to the LIBRARY his findings on any building code deficiencies that may affect the project budget and schedule prior to development of construction documents. These findings should include costs and duration.

J) LIBRARY Approval: All deliverables require approval before proceeding to the next level of development. Such approval will be issued by the LIBRARY in writing, and may contain modifications to the contract documents that must be made prior to the next deliverable.

K) Reproductions: Provide all required reproductions of documents for intermediate deliverables, permitting agencies and Contractor usage. For bidding purposes, the CONSULTANT may use an allowance of Ten (10) sets of construction documents. These will be reimbursable costs. The LIBRARY will pay for all sets of documents required for bidding in excess of that amount. The CONSULTANT shall provide to the LIBRARY CD-ROM’s that include PDF files of final design plans and specifications.

Permits: The CONSULTANT shall prepare and submit applications, construction drawings and specifications, and related support documentation to all agencies having jurisdiction over the permitting or approval of the project. The CONSULTANT shall pay all submittal, application and review fees required to process construction documents and obtain approval from agencies having jurisdiction over the project. Said application and review fees will be a reimbursable cost. This will be a contingency figure. Prepare written responses to and participate in the resolution of questions or issues during the review of the construction documents by any agency having jurisdiction for permitting or approval of the project. The LIBRARY shall pay all costs that are specifically designated as impact fees. The Contractor shall pay for the cost of obtaining the
building permit and other permits directly related to construction activities and
inspections. Said permits and inspection fees will be a reimbursable cost.

L) **Bidding:** The CONSULTANT shall prepare and submit the required number of
drawings and specifications for inclusion with the LIBRARY’s bidding
documents for use by the LIBRARY in administering the bidding process. The
CONSULTANT will also provide the LIBRARY with one unbound set of technical
specifications, and the required number of CD-ROM’s that include the plans and
technical specifications in PDF format. The CONSULTANT will attend and
participate in the pre-bid conference, answer questions from bidders, prepare
addenda to the bidding documents and evaluate Contractor bid proposals. The
LIBRARY shall advertise for bids, distribute bidding documents, maintain a log
of bidders, conduct the pre-bid conference, receive and validate bid proposals,
publish bidding results, and select a Contractor for award.

M) **Construction Contract Administration:** The CONSULTANT shall assist the
LIBRARY’s project management personnel in ensuring that the contracted
construction work is performed and completed in accordance with the
requirements of the construction contract. The CONSULTANT will be required
to perform, but not limited to the following SERVICES:

1) **Pre-Construction Meeting:** Attend pre-construction meeting and answer
questions from the Contractor and Sub-Contractors. Record meeting minutes
and distributes to all attendees. The LIBRARY shall conduct the meeting,
schedule the “Notice to Proceed” date and issue the “Notice to Proceed”
letter to be signed by the Contractor.

2) **Construction Progress Meetings:** Attend regularly scheduled construction
progress meetings during the course of construction. Answer questions and
resolve construction issues. Record meeting minutes and distributes to all
attendees. The LIBRARY shall conduct the meeting.

3) **Construction Observations** (separate from construction progress meetings):
Conduct periodic construction observations to verify the quantity and quality
of work. Each construction observation will include appropriate Sub-
Consultants and be documented in a Construction Observation Report.

4) **Contractor Submittals and RFIs:** Review and process Contractor submittals
and respond in writing to all Contractor RFIs. All approved Contractors
submittals shall bear the CONSULTANT’s stamp and are delivered to the
LIBRARY at Substantial Completion.

5) **Contractor’s Application for Payment:** Review and approve all applications
for payment. The CONSULTANT shall recommend an appropriate value for
the current stage of construction and sign the application for payment.
6) Contractor Change Orders and Claims: Review all Contractor Change Orders and Claims and recommend an appropriate value and course of action.

7) Commissioning of Building Systems: Review start-up and in-service procedures of building systems with Contractor and attend start-up of building systems. Record results of building system start-up. Submit in writing the results of the building system start-up to LIBRARY.

8) Substantial Completion and Final Completion: Attend the Substantial Completion Inspection and Final Completion Inspection. Arrange for all Sub-Consultants to attend and inspect their respective work. Assist the LIBRARY in verifying the completion of the Construction Contract, and preparing a punch list of items to be corrected by the Contractor. The CONSULTANT shall provide a recommendation for Substantial Completion and Final Completion. The LIBRARY will provide the Certificate of Substantial Completion.

9) Record Drawings: Provide a minimum of two sets of record drawings full size and two half sizes and a CD-ROM of the record drawings and technical specifications prior to final completion inspection. The record drawings will be developed from the contractor’s as-built drawings. Record drawings are part of the project closeout documents.

10) Warranty Inspection: Attend the one-year warranty inspection and assist the LIBRARY in identifying defective materials and or installation.

11) Construction Management: The LIBRARY may request the CONSULTANT to manage a project under this contract during the construction phase. The CONSULTANT will be under the direction of the LIBRARY’s project management personnel and will be the LIBRARY’s Project Representative. The CONSULTANT may be assigned a project to manage under this contract after the LIBRARY has selected a contractor to perform and complete the work described in the contract documents. The SERVICES the CONSULTANT will provide but not limited to, be the SERVICES listed under Item “N” - “Construction Contract Administration”.

12) Project Summary: After completion of each project, the LIBRARY will request CONSULTANT to prepare a “Lessons-learned Report” for each phase of the project that summarizes the strengths, weaknesses, pitfalls and provide ideas for improvements to future LIBRARY projects. This report should be reviewed and discussed with the LIBRARY prior to finalizing the report. It will become part of the project records.
**EXHIBIT B – RATES**
Orange County Library District  
Mechanical, Electrical & Plumbing Design Services  
Continuing Contract Number OCLS-19-004-C  
Billable Rate Sheet

MEP Firm: TLC Engineering Solutions, Inc  
Sub-Consultant Name: N/A  
Contact: Wayne Allred  
Address: 255 South Orange Ave Suite 1600, Orlando FL 32801  
Telephone: 407.841.9050

The following chart reflects our Billable Hourly Rate for each specified Position/Category we will provide under contract OCLS-19-004-C. Said Billable Rates are all inclusive of general overhead, profit and other such costs for providing personnel related to this contract. These rates will be effective for the initial three (3) year contract term and will be revisited at the renewal period.

<table>
<thead>
<tr>
<th>Line</th>
<th>Position / Category</th>
<th>Billable Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Director</td>
<td>$205.00/Hr</td>
</tr>
<tr>
<td>2</td>
<td>Senior Engineer, Manager</td>
<td>$175.00/Hr</td>
</tr>
<tr>
<td>3</td>
<td>Project Engineer, Manager</td>
<td>$150.00/Hr</td>
</tr>
<tr>
<td>4</td>
<td>Engineer, Specialist</td>
<td>$120.00/Hr</td>
</tr>
<tr>
<td>5</td>
<td>Graduate Engineer, Designer, Administrative Secretary</td>
<td>$95.00/Hr</td>
</tr>
<tr>
<td>6</td>
<td>Technician, Secretary, Intern, Clerical</td>
<td>$70.00/Hr</td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Company Officer: ___________________________  Date: 10/4/19

Printed Name of Company Officer: Wayne E. Allred  
Title of Company Officer: Principal/Regional Operations Director

If for Sub-Consultant, Architectural Firm review and approval of Billable Hourly Rate is required below.

Signature of Architectural Firm Officer: ___________________________  
Printed Name of Architectural Firm Officer: ___________________________  Date: _____________
EXHIBIT B – RATES
Orange County Library District
Mechanical, Electrical & Plumbing Design Services
Continuing Contract Number OCLS-19-004-C
Reimbursable Rate Sheet

MEP Firm: TLC Engineering Solutions, Inc
Sub-Consultant Name: N/A
Contact: Wayne Allred
Address: 255 South Orange Ave Suite 1600, Orlando FL 32801
Telephone: 407.841.9050

The following chart reflects our Billable Reimbursable Rate for each specified Reimbursable Item we will provide under contract OCLS-19-004-C. Said Billable Rates are all inclusive of general overhead, profit and other such costs for providing these non-personnel related items to this contract. These rates will be effective for the initial three (3) year contract term and will be revisited at the renewal period.

<table>
<thead>
<tr>
<th>Line</th>
<th>Reimbursable Item</th>
<th>Billable Unit</th>
<th>Billable Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All Reimbursable expenses are to be billed at Cost.</td>
<td>Cost</td>
<td>Cost</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>4</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Company Officer: ______________________________________ Date: ___10/4/19___
Printed Name of Company Officer: __Wayne E. Allred__________________________
Title of Company Officer: __Principal/Regional Operations Director______________________________

If for Sub-Consultant, MEP Firm review and approval of Billable Reimbursable Rate is required.
Signature of MEP Firm Officer: ________________________________
Printed Name of MEP Firm Officer: ________________________________ Date: ________________
EXHIBIT B – RATES
Orange County Library District
Mechanical, Electrical & Plumbing Design Services
Continuing Contract Number OCLS-19-004-C
Billable Rate Sheet

MEP Firm: TLC Engineering Solutions, Inc
Sub-Consultant Name: N/A
Contact: Wayne Allred
Address: 255 South Orange Ave Suite 1600, Orlando FL 32801
Telephone: 407.841.9050

The following chart reflects our Billable Hourly Rate for each specified Position/Category we will provide under contract OCLS-19-004-C. Said Billable Rates are all inclusive of general overhead, profit and other such costs for providing personnel related to this contract. These rates will be effective for the initial three (3) year contract term and will be revisited at the renewal period.

<table>
<thead>
<tr>
<th>Line</th>
<th>Position / Category</th>
<th>Billable Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>If TLC is requested, for a specific project, to carry a specialty sub consultant, their hourly rates will be no more than TLC’s rates, and will be negotiated for that specific project. Their specific proposal will be included in any TLC proposals.</td>
<td>Per TLC Rate Table</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Company Officer: ______________________________________ Date: ____10/4/19____

Printed Name of Company Officer: __Wayne E. Allred__________________________
Title of Company Officer: __Principal/Regional Operations Director____________________________________

If for Sub-Consultant, Architectural Firm review and approval of Billable Hourly Rate is required below.
Signature of Architectural Firm Officer: ______________________________________
Printed Name of Architectural Firm Officer: ________________________________ Date: _____________
EXHIBIT B – RATES
Orange County Library District
Mechanical, Electrical & Plumbing Design Services
Continuing Contract Number OCLS-19-004-C
Reimbursable Rate Sheet

MEP Firm:            TLC Engineering Solutions, Inc
Sub-Consultant Name: N/A
Contact:             Wayne Allred
Address:            255 South Orange Ave Suite 1600, Orlando FL 32801
Telephone:          407.841.9050

The following chart reflects our Billable Reimbursable Rate for each specified Reimbursable Item we will provide under contract OCLS-19-004-C. Said Billable Rates are all inclusive of general overhead, profit and other such costs for providing these non-personnel related items to this contract. These rates will be effective for the initial three (3) year contract term and will be revisited at the renewal period.

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<thead>
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<th>Line</th>
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<th>Billable Unit</th>
<th>Billable Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Plotting/Printing</td>
<td>Cost</td>
<td>Cost</td>
</tr>
<tr>
<td>2</td>
<td>Courier Service</td>
<td>Cost</td>
<td>Cost</td>
</tr>
<tr>
<td>3</td>
<td>Professional Photography Service (If required)</td>
<td>Cost</td>
<td>Cost</td>
</tr>
<tr>
<td>4</td>
<td>Travel from Orlando if Required</td>
<td>Miles</td>
<td>Fed Rate/mile</td>
</tr>
<tr>
<td>5</td>
<td>Travel Expenses from Orlando (Tolls, Airfare, meals, lodging....)</td>
<td>Cost</td>
<td>Cost</td>
</tr>
<tr>
<td>6</td>
<td>LEED / Green Globe Registration/Fees</td>
<td>Cost</td>
<td>Cost</td>
</tr>
<tr>
<td>7</td>
<td>All Reimbursable expenses are to be billed at Cost.</td>
<td>Cost</td>
<td>Cost</td>
</tr>
</tbody>
</table>

Signature of Company Officer: ________________________________ Date: 10/4/19
Printed Name of Company Officer: Wayne E. Allred
Title of Company Officer: Principal/Regional Operations Director

If for Sub-Consultant, MEP Firm review and approval of Billable Reimbursable Rate is required.
Signature of MEP Firm Officer: ________________________________
Printed Name of MEP Firm Officer: ________________________________ Date: _____________
Orange County Library System
Board of Trustees Meeting
November 14, 2019

Architect Contract
Continuing Architectural Engineering (AE) Services Firms
Contract Execution

I. ISSUE STATEMENT:

On September 12, 2019, the Board of Trustees approved staff to negotiate contracts with three (3) Architectural Engineering (AE) firms Borrelli & Partners (BORRELLI), KMF Architects (KMF) and Song & Associates (SONG) to provide Continuing AE services to the Library for the next three (3) years with two (2) one (1) year extensions for a total of five (5) potential years of service. Board approval is needed for the contract execution with the three (3) AE Engineering firms.

II. BACKGROUND & SUMMARY:

The Library has, and will continue to update, a list of projects that require AE services. While, majority of the projects in the next year are HVAC related as our air conditioning systems are coming to the end of their useful life, there are future projects like restroom renovations, Children’s Library renovations, etc. that require AE services By entering into a continuing services contract with the AE firms to provide these services the Library will have pre-negotiated rates and will save 8 – 12 weeks in selection time when we are ready to proceed with a project. The other benefit is having a consistency in design concepts

The AEs that are selected for this continuing services contract are bound by F.S. 287.055 titled, Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services. The maximum cost per AE project would be $2 million with most projects being less than $500,000, any project costing over $2 million (like a new Branch) would require a separate RFQ process. Note: There are no minimum payment guarantees, thus if we do not have projects requiring their services, they are not owed payment. The firms only get paid if they do work for the Library.

The projects will be assigned to the AE firms based on the amount of work, the dollar value of work assigned, their area of specialty and other factors. The goal is to have all three (3) firms receive as near equal dollar value of work as possible over the contract period.

As noted during the September 12, 2019 meeting, the Library followed the selection process as dictated by the Florida Statutes, 287.055 and the Library’s Procurement Policy and Procedures. The Library and the Firms have been in negotiations in regards to contract terms and rates. The terms have been reviewed by the Library’s legal team and the rates have been verified against similar continuing services contracts with the City of Orlando and Orange County.

III. CONTRACT RECOMMENDATION:

Staff recommends the Library Board to authorize staff to execute the attached Continuing Services contracts for AE services with the following Firms.

Borrelli & Partners (BORRELLI) Contract OCLS-19-005-A
KMF Architects (KMF) Contract OCLS-19-005-B
Song & Associates (SONG) Contract OCLS-19-005-C

Note to save you reading time, the only difference in pages 1 – 27 is the name of the firm, all other terms and conditions are the same.
The Board Resolves:

1. To approve staff to execute a three (3) year with two (2) one (1) year renewal Continuing Services Contract for AE Services for the Library, with the following firms.
   
   A. Borrelli & Partners (BORRELLI) Contract OCLS-19-005-A
   B. KMF Architects (KMF) Contract OCLS-19-005-B
   C. Song & Associates (SONG) Contract OCLS-19-005-C

2. All resolutions that conflict with the provisions of this resolution are rescinded.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED:

____________________________  
Secretary
**CONTRACT OCLS-19-005-A**

THIS CONTRACT made and entered into this ______ day of November, 2019, by and between the:

Orange County Library System  
101 East Central Blvd  
Orlando, Florida 32801  

a special independent taxing district of the State of Florida, hereinafter referred to as “LIBRARY” and:

Borrelli + Partners, Inc.  
720 Vassar Street  
Orlando, FL 32804  
FEDERAL I. D. # 59-2018056  

hereinafter referred to as “CONSULTANT”

**RECITALS**

WHEREAS, the LIBRARY desires to retain Continuing Architectural and Civil Engineering Design services for the OCLS Main Library and its 15 Branch locations (“SERVICES”). The type and scope of SERVICES to be performed by CONSULTANT are described in Exhibit “A”, Scope of Services, which is attached to this Contract, and incorporated by reference herein.

WHEREAS, the LIBRARY desires to engage the CONSULTANT in connection with the SERVICES required, upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of obtaining of performing such SERVICES upon said terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

**I. SCOPE OF SERVICES**

A. **Authorization of SERVICES for Each Project:** As the LIBRARY generates individual projects, the CONSULTANT will be provided with a Scope of Work statement for the particular project. This statement will provide the basis for the CONSULTANT and the LIBRARY’s Project Manager to mutually develop a clearly defined comprehensive Scope of Services. On the basis of the Scope of Services, the CONSULTANT will prepare and submit for the LIBRARY’s consideration a detailed proposal covering the scope, schedule and cost of the professional SERVICES and any other related costs. The proposal will itemize the hours and tasks to be performed for the SERVICES using the negotiated hourly rates attached as Exhibit “B” to calculate the proposed fee for the SERVICES. The LIBRARY will review and negotiate the proposal, schedule, and fee with the CONSULTANT. After mutual agreement on the proposal, schedule, and fee, a purchase order will be generated (“Purchase Order”) and a “Notice to Proceed” letter will be issued by the LIBRARY, giving authorization to the CONSULTANT to proceed with performing and completing the agreed to SERVICES.
B. **Performance of Services.** The CONSULTANT shall diligently and in a timely manner perform the SERVICES for the LIBRARY in accordance with the terms of the approved Purchase Order.

II. **PAYMENT**

A. **FEES:** The LIBRARY agrees to pay the CONSULTANT for the SERVICES described in the approved Purchase Orders as set forth herein and in the Purchase Order.

B. **PAYMENTS:** The LIBRARY shall pay the CONSULTANT in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

Progress payments shall be due and payable monthly in proportion to the percentage of SERVICES approved and accepted, in writing, by the LIBRARY. All invoices shall be prepared in the format prescribed by the LIBRARY. When an invoice includes charges from a sub-consultant, the sub-consultant's invoice/backup shall accompany the CONSULTANT's invoice. A separate Pay Item Breakdown sheet for the CONSULTANT and each sub-consultant shall accompany each invoice. The CONSULTANT'S Pay Item Breakdown sheet shall include, in aggregate, the CONSULTANT’s and sub-consultant’s pay items. All requests for payment must be accompanied by a narrative description of the scope of SERVICES performed by the CONSULTANT and sub-consultants during the period covered by the invoice. The narrative shall also describe the SERVICES anticipated to be performed during the next billing period.

C. **SUSPENSION OF PROGRESS PAYMENTS BY LIBRARY:** In the event the CONSULTANT falls fifteen (15%) percent behind the Project completion schedule set forth in a Purchase Order, no further progress payments will be made until the CONSULTANT brings the SERVICES back on schedule or a revised schedule is submitted and approved or until all SERVICES in the Purchase Order have been completed and accepted the LIBRARY.

D. **PAYMENT IN EVENT OF TERMINATION BY LIBRARY:** In the event this Contract is terminated or canceled prior to completion, payment shall be made in accordance with the provisions of Article VII.

E. **CHANGES WITHIN SCOPE; ALLOWANCE OF ADDITIONAL COMPENSATION:** If instructed to do so in writing by the LIBRARY, the CONSULTANT shall change or revise SERVICES that have been performed, and if such SERVICES are not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. In all disputes arising over the right to additional compensation, the LIBRARY shall determine whether substantial acceptable SERVICES have been done on documents such that changes, revisions or preparation of additional documents should result in additional compensation to the CONSULTANT. The CONSULTANT's proposals for additional compensation shall be based on the hourly rate schedule set forth in Exhibit “B”. A written modification to the Contract shall be executed by both parties to reflect the additional SERVICES and cost of same, prior to commencement of performance of any additional SERVICES.
F. **TRAVEL AND PER DIEM:** Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statute.

G. **FEE LIMITATION CLAUSE:** The CONSULTANT shall utilize the same hourly rates as set forth in Exhibit “B” in fee negotiations for all projects, except as provided by Article II, paragraph H, Price Adjustment. The number of hours required to complete each project shall be negotiated at such time as the LIBRARY initiates fee negotiations for that project.

H. **PRICE ADJUSTMENT**

Written request for an hourly rates adjustment may be made only under the following conditions:

a. If a project specific contract’s performance period exceeds three (3) years a price adjustment may be requested not more than sixty (60) days after the end of the three (3) year period and for each annual period thereafter or for the remaining period of the contract if less than one (1) year.

b. For continuing contracts with a performance period that exceeds three (3) years, an adjustment may be requested not more than sixty (60) days after the end of three (3) years.

c. Retroactive requests for price adjustments will not be considered.

*The provisions of this clause shall not apply to contracts with fees based on ranges. Retroactive requests for price adjustments will not be considered.*

Any request for a price adjustment will be subject to negotiation and must be approved by the LIBRARY Chief Financial Officer. Any request for such increase shall be supported by adequate justification to include Consumer Price Index (CPI) documentation. The CPI documentation shall be based on the All Items, CPI-U, U.S. City Average, not seasonally adjusted index. The prevailing CPI in the month when the contract was executed by the LIBRARY shall be the base period from which changes in the CPI will be measured for the initial request for a price adjustment. Any subsequent requests for a price adjustment shall be based on the CPI prevailing in the month when an amendment effecting a previous price adjustment was executed by the LIBRARY.

The maximum allowable increase shall not exceed the percent change in the CPI from the base period (either the month when the contract was executed by the LIBRARY or the month when an amendment effecting a price adjustment was executed by the LIBRARY) to the CPI prevailing at time of request for a price adjustment and in no case shall it exceed 3%. Any price adjustment shall only be effective upon the execution of a written amendment to the contract executed by both parties.
III. DESIGN WITHIN STATUTORY LIMITATIONS

A. The CONSULTANT shall accomplish the SERVICES required under this Contract, when applicable, so as to permit the award of a construction contract (using standard LIBRARY procedures for the construction of the facilities) at a price that does not exceed the estimated construction contract price if set forth in the Purchase Order and in no event in excess of the limits as set forth in paragraph C below. When bids or proposals for the construction contracts are received that exceed the aforesaid limits, the CONSULTANT shall perform such redesign and other SERVICES as are necessary to permit contract award within the aforesaid limitations at no additional cost to the LIBRARY and such SERVICES shall not be considered additional SERVICES. These additional SERVICES shall be performed at no increase in the price of the respective Purchase Order. However, CONSULTANT shall not be required to perform such additional SERVICES at no cost to the LIBRARY if the unfavorable bids or proposals result from conditions beyond CONSULTANT’S reasonable control. LIBRARY shall exercise reasonable commercial judgment in making the controlling determinations as to whether such conditions are within the reasonable control of the CONSULTANT.

B. The CONSULTANT will promptly advise the LIBRARY if it finds that the project being designed will exceed or is likely to exceed the limitations set forth herein and it is unable to design a usable facility within those limitations. Upon receipt of such information, the LIBRARY will review the CONSULTANT’S revised estimate of construction cost. The LIBRARY may, if it determines that the estimated construction contract price set forth in this Contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in the Purchase Order, or the LIBRARY may adjust such estimated construction contract price via amendment to this Contract, but in no event to exceed the limits of paragraph C below. When bids or proposals are not solicited or are unreasonably delayed, the LIBRARY shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the limitations set forth herein.

C. The estimated construction contract price for each project will vary, will be set forth in the respective Purchase Order, and will be subject to F.S. 287.055 limitations. The estimated construction cost for any project under this contract shall not exceed $2,000,000. Each Purchase Order shall specifically indicate the project’s estimated construction cost. Purchase Orders issued for study activities shall not exceed $200,000.

D. THE CONSULTANT and its subsidiaries, sub-contractors or affiliates who designed the project shall be ineligible for the award of the construction contract for that project.

IV. RESPONSIBILITY OF THE CONSULTANT

A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other SERVICES furnished by the CONSULTANT under this Contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other SERVICES.
B. The Project Manager and Project Architect can be the same person or can be two (2) different individuals. If the Project Manager and the Project Architect are the same person, then they must be currently employed by the FIRM and must be a Professional Architect registered in the State of Florida. If the Project Manager and Project Architect are two (2) different individuals, then the Project Manager must be currently employed by the FIRM, and at least one must be a Professional Architect registered in the State of Florida.

C. Substitution of the Project Manager, Project Architect or Other Key Personnel: The CONSULTANT shall not substitute any key personnel without the prior written approval of the LIBRARY Chief Financial Officer. Any such requests shall be supported by comprehensive documentation outlining the reason(s) for the proposed substitution to include the specific qualifications of the proposed substitute. Approval of the request shall be at the discretion of the LIBRARY. Further, the LIBRARY, in lieu of approving a substitution, may initiate other actions under the contract, including termination.

D. Neither the LIBRARY’S review, approval or acceptance of, nor payment for, the SERVICES required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LIBRARY in accordance with applicable law for all damages suffered directly or indirectly by the LIBRARY caused by the CONSULTANT’S negligent performance of any of the SERVICES furnished under this Contract. The rights and remedies of the LIBRARY provided for under this Contract are in addition to any other rights and remedies provided by law.

E. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

F. The LIBRARY may require in writing that the CONSULTANT remove from any project any of the CONSULTANT’S or sub-consultant(s) personnel that the LIBRARY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in Contract Amount or Contract Time based on the LIBRARY’s use of this provision will be valid. CONSULTANT and their sub-consultant(s) shall indemnify and hold the LIBRARY harmless from and against any claim by CONSULTANT’S or sub-consultant(s) personnel on account of the use of this provision.

G. The LIBRARY will provide the CONSULTANT and their sub-consultant(s) a copy of the LIBRARY’s Rules of Conduct, which will apply to the CONSULTANT and their subconsultant(s) personnel while on the LIBRARY’s own or leased property.

H. CONSULTANT shall coordinate its SERVICES with the services performed by the LIBRARY’s other consultants, such as the MEP, fire protection, and structural engineering firms engaged by Library for the various projects.
V. LIBRARY’S RIGHTS AND RESPONSIBILITIES

The LIBRARY shall:

A. Furnish the CONSULTANT with existing data, plans, profiles, and other information necessary or useful in connection with the planning of the program that is available in the LIBRARY’S files, all of which shall be and remain the property of the LIBRARY and shall be returned to the LIBRARY upon completion of the SERVICES to be performed by the CONSULTANT.

B. Make LIBRARY personnel available on a time-permitting basis, where required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely within the discretion of the LIBRARY.

VI. LIBRARY’S DESIGNATED REPRESENTATIVE

It is understood and agreed that the LIBRARY designates the LIBRARY’s Facility and Operations Department Head, or designated representative, to represent the LIBRARY in all technical matters pertaining to and arising from the work and performance of this Contract. The LIBRARY’s Facility and Operations Department Head, or designated representative, shall have the following responsibilities:

A. Examination of all reports, sketches, drawings, estimates, Proposals, and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the LIBRARY’S approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.

B. Transmission of instructions, receipt of information, and interpretation and definition of LIBRARY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract. Prompt written notice by the LIBRARY to the CONSULTANT whenever the LIBRARY observes, or otherwise becomes aware of, any defects or changes necessary in the Project.

VII. TERMINATION OF CONTRACT

A. **TERM:** The term of this Contract shall be for an period of three (3) years (“Initial Term”). The Initial Term may be extended upon mutual written agreement of both parties for two (2) additional one (1) year terms (“Extension Term(s)”). This Contract shall terminate at the expiration of the Initial Term and at the end of each Extension Term if not extended.
B. TERMINATION FOR DEFAULT:

The LIBRARY may, by written notice to the CONSULTANT, terminate this contract for default in whole or in part (task authorizations, if applicable) if the CONSULTANT fails to:

1. provide products or SERVICES that comply with the specifications herein or fails to meet the LIBRARY’s performance standards

2. deliver the supplies or to perform the SERVICES within the time specified in this contract or any extension.

3. make progress so as to endanger performance of this Contract

4. perform any of the other provisions of this Contract.

Prior to termination for default, the LIBRARY will provide adequate written notice to the CONSULTANT through the LIBRARY’s Chief Financial Officer, affording CONSULTANT the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) calendar days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONSULTANT. The CONSULTANT shall be liable for any damage to the LIBRARY resulting from the CONSULTANT’s default of the Contract. This liability includes any increased costs incurred by the LIBRARY in completing contract performance.

In the event of termination by the LIBRARY for any cause, the CONSULTANT will have, in no event, any claim against the LIBRARY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the LIBRARY the CONSULTANT shall:

- Stop all work and SERVICES on the date and to the extent specified.
- Terminate and settle all orders and sub-contracts relating to the performance of the terminated work and SERVICES
- Transfer all work and SERVICES in process, completed work and SERVICES, and other materials related to the terminated work and SERVICES as directed by the LIBRARY.
- Continue and complete all parts of that work and SERVICES that have not been terminated.

If the CONSULTANT’S failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the CONSULTANT, the Contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.
B. TERMINATION FOR CONVENIENCE:

The LIBRARY, by written notice, may terminate this Contract, in whole or in part, when it is in the LIBRARY’s interest for convenience. If this Contract is terminated for convenience, the LIBRARY shall be liable only for goods or SERVICES properly delivered and accepted. The LIBRARY’s Notice of Termination for convenience shall provide the CONSULTANT seven (7) days prior notice before it becomes effective. A termination for convenience may apply to individual Purchase Orders or to the Contract in its entirety.

C. PAYMENT IN EVENT OF TERMINATION:

If this Contract is terminated before performance is completed, the CONSULTANT’s sole and exclusive remedy is payment for SERVICES performed, and CONSULTANT shall be only paid for the SERVICES satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount that is the same percentage of the Contract price as the amount of SERVICES satisfactorily completed is a percentage of the total SERVICES called for by the Purchase Orders and this Contract. Any additional costs incurred by the LIBRARY as a result of such termination shall be deducted from the amount due the CONSULTANT, in the event the Contract termination is for cause as described herein.

VIII. TERMINATION NOTICE

The LIBRARY’s Chief Financial Officer shall issue any and all notices involving termination of this contract.

IX. INDEMNITY/INSURANCE AND SAFETY REQUIREMENTS

CONSULTANT agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the LIBRARY’s review or acceptance of insurance maintained by CONSULTANT is not intended to and shall not in any manner limit or qualify the liabilities assumed by CONSULTANT under this contract. CONSULTANT is required to maintain any coverage required by federal and state workers’ compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The CONSULTANT shall require that each of its sub-consultants providing SERVICES hereunder (if any) procures and maintains until the completion of their respective SERVICES, insurance of the types and to the limits specified herein. CONSULTANT will maintain a copy of the Certificate of Insurance (COI) in their files and will provide a copy of the initial COI and updated/current COI’s to the LIBRARY.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best’s Financial Strength Rating of A- Class VIII or better. (Note: State licenses can be checked via
Required Liability Coverage:

- Commercial General Liability - The CONSULTANT shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than $1,000,000 per occurrence. CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Liability Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents. Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations

- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent. Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

Required Automotive Coverage:

- Business Automobile Liability - The CONSULTANT shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than $500,000 (five hundred thousand dollars) per accident. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Required Automotive Endorsements:

- MCS-90- for operations governed by the Sections 29 & 30 of the Motor Carrier Act of 1980

Required Workers' Compensation Coverage:

- Workers' Compensation - The CONSULTANT shall maintain coverage for its employees with statutory workers' compensation limits, and no less than $100,000 each incident of bodily injury or disease for Employers' Liability.
Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any CONSULTANT using an employee leasing company shall complete the Leased Employee Affidavit.

- **Required Workers' Compensation Endorsements:**
  - Waiver of Subrogation- WC 00 03 13 or its equivalent

- **Required Professional Liability Coverage:**
  - Professional Liability- with a limit of not less than $1,000,000 per occurrence/claim

When a self-insured retention or deductible exceeds $50,000 the LIBRARY reserves the right to request a copy of CONSULTANT most recent annual report or audited financial statement. For policies written on a “Claims-Made” basis the CONSULTANT agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the CONSULTANT agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage.

By entering into this contract CONSULTANT agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the LIBRARY for the workers’ compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the CONSULTANT to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/SERVICES provided under this Contract the CONSULTANT shall provide the LIBRARY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the CONSULTANT shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the LIBRARY Board of Trustees.

CONSULTANT shall submit insurance renewal certificates annually to the LIBRARY and immediately upon request by either the LIBRARY or the LIBRARY’s contracted certificate compliance management firm. The certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. CONSULTANT shall notify the LIBRARY not less than thirty (30) business days (ten [10] business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The CONSULTANT shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the LIBRARY or its certificate management representative five (5) business days prior to the effective date of the replacement policy(ies).
The certificate holder shall read:

Orange County Library Board of Trustees
c/o Chief Financial Officer
101 East Central Blvd
Orlando, Florida 32801

INDEMNIFICATION - CONSULTANTS:

The CONSULTANT to the extent permitted in Section 725.08, Florida Statutes shall indemnify and hold harmless the LIBRARY and its officers and employees from liabilities damages, losses, and costs (including attorney’s fees) to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and persons employed or utilized by the CONSULTANT in the performance of this Contract. The remedy provided to the LIBRARY by this paragraph shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise and shall survive the termination of this Contract.

SAFETY AND PROTECTION OF PROPERTY (for SERVICES provided on the premises of LIBRARY)

The CONSULTANT shall at all times:

- Initiate, maintain and supervise all safety precautions and programs in connection with its SERVICES or performance of its operations under this Contract.
- Take all reasonable precautions to prevent injury to CONSULTANT employees, LIBRARY employees. LIBRARY attendees and all other persons affected by their operations.
- Take all reasonable precautions to prevent damage or loss to property of LIBRARY, or of other vendors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.
- Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:
  - Occupational Safety and Health Act (OSHA)
  - National Institute for Occupational Safety & Health (NIOSH)
  - National Fire Protection Association (NFPA)
  - American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)
X.

TRUTH IN NEGOTIATION AND MAINTENANCE AND EXAMINATION OF RECORDS

A. The CONSULTANT hereby represents, covenants and warrants that wage rates and other factual unit costs supporting the compensation provided for in this Contract are accurate, complete and current as of the date of contracting. It is further agreed that the Contract price shall be adjusted to exclude any amounts where the LIBRARY determines the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

B. The CONSULTANT shall keep adequate records and supporting documents applicable to this Contract. Said records and documentation shall be retained by the CONSULTANT for a minimum of five (5) years from the date of final payment on this contract. If any litigation, claim or audit is commenced prior to the expiration of the five (5) year period, the records shall be maintained until all litigation, claims or audit findings involving the records have been resolved.

C. If applicable, time records and cost data shall be maintained in accordance with generally accepted accounting principles.

This includes full disclosure of all transactions associated with the contract. Also, if applicable, all financial information and data necessary to determine overhead rates in accordance with Federal and State regulatory agencies and the contract shall be maintained.

D. CONSULTANT’s “records and supporting documents” as referred to in this Contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, invoices, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the LIBRARY’s judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract document.

Such records and documents shall include (hard copy, as well as computer readable data, written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating worksheets; correspondence; change order files (including pricing data used to price change proposals and documentation covering negotiated settlements); back-charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other CONSULTANT records which may have a bearing on matters of interest to the LIBRARY in connection with the CONSULTANT’s dealings with the LIBRARY (all foregoing hereinafter referred to as “records and supporting documents”) to the extent necessary to adequately permit evaluation and verification of:

1) CONSULTANT compliance with contract requirements; or
2) Compliance with provisions for pricing change orders; or
3) Compliance with provisions for pricing invoices; or
4) Compliance with provisions regarding pricing of claims submitted by the CONSULTANT or his payees; or
5) Compliance with the LIBRARY’s business ethics; or
6) Compliance with applicable state statutes and LIBRARY Ordinances/Regulations.

E. Records and documents subject to audit shall also include those records and documents necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Contract. In those situations where CONSULTANT’s records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), CONSULTANT agrees to provide the LIBRARY’s representatives with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats.

F. The LIBRARY and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the LIBRARY deems necessary throughout the term of this contract and for a period of five (5) years after final payment. Such activity shall be conducted during normal business working hours. The LIBRARY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying.

G. The LIBRARY, during the period of time defined by the preceding paragraph, shall have the right to obtain a copy of and otherwise inspect any audit made at the direction of the CONSULTANT as concerns the aforesaid records and documentation.

H. Records and documentation shall be made accessible at the CONSULTANT’s local place of business. If the records are unavailable locally, it shall be the CONSULTANT’s responsibility to ensure that all required records are provided at the CONSULTANT’s expense including payment of travel and maintenance costs incurred by the LIBRARY’s authorized representatives or designees in accessing records maintained out of the LIBRARY. The direct costs of copying records, excluding any overhead cost, shall be at the LIBRARY’s expense.

I. CONSULTANT shall require all payees (examples of payees include sub-consultants, insurance agents, material suppliers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between CONSULTANT and payee. Such requirements include a flow-down right of audit provisions in contracts with payees, which shall also apply to sub-consultants and sub-sub consultants, material suppliers, etc. CONSULTANT shall cooperate fully and shall cause all aforementioned parties and all of CONSULTANT’s sub-consultants (including those entering into lump sum sub-contracts and lump sum major material purchase orders) to cooperate fully in furnishing or in making available to the LIBRARY from time to time whenever requested in an expeditious manner any and all such records, documents, information, materials and data.
J. The LIBRARY’s authorized representatives or designees shall have reasonable access to the CONSULTANT’s facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall have adequate and appropriate work space, in order to conduct audits in compliance with this article.

K. Even after a change order proposal has been approved, CONSULTANT agrees that if the LIBRARY later determines the cost and pricing data submitted was inaccurate, incomplete, not current or not in compliance with the terms of the Contract regarding pricing of change orders, then an appropriate contract price reduction will be made. Such post-approval contract price adjustment will apply to all levels of Consultants and/or sub-consultants and to all types of change order proposals specifically including lump sum change orders, unit price change orders, and cost-plus change orders.

L. If an audit inspection or examination by the LIBRARY, or its designee, in accordance with this article discloses overpricing or overcharges (of any nature) by the CONSULTANT to the LIBRARY in excess of one-half of one percent (0.5%) of the total contract billings, the reasonable actual cost of the LIBRARY’s audit shall be reimbursed to the LIBRARY by the CONSULTANT. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the CONSULTANT’s invoices and/or records and supporting documents shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the LIBRARY’s findings to the CONSULTANT.

XI. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the CONSULTANT in connection with its SERVICES hereunder and are the property of the LIBRARY upon acceptance of same by the LIBRARY.

XII. WORK COMMENCEMENT/PROGRESS/DELAYS

A. COMMENCEMENT AND TERM OF JOB: The SERVICES to be rendered by the CONSULTANT shall be commenced subsequent to the execution of this Contract and upon written notice to proceed from the LIBRARY or designee for a specific project. SERVICES shall be completed within the time period agreed upon after Notice to Proceed.

B. JOB SEGMENT DEADLINES: A detailed segment completion schedule will be included in each Purchase Order. The purpose of this schedule is to:

1. Provide job segment deadlines for the CONSULTANT upon which the LIBRARY may rely;

2. Provide guidance for the LIBRARY in honoring the CONSULTANT’S monthly invoices for progress payments; and

3. Provide a framework against which the LIBRARY may suspend progress payments as provided in Article II C hereof.
C. **CONFERENCES:** The LIBRARY will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with representatives of the LIBRARY, or of other agencies interested in the Project on behalf of the LIBRARY. Either party to the Contract may request and be granted a conference.

D. **DELAYS NOT FAULT OF CONSULTANT; DISCRETIONARY EXTENSIONS OF COMPLETION TIME BY LIBRARY:** In the event there are delays on the part of the LIBRARY as to the approval of any of the drawings submitted by the CONSULTANT, or if there are delays occasioned by circumstance beyond the control of the CONSULTANT which delay the Project Schedule completion date, the LIBRARY may grant to the CONSULTANT, by “Letter of Approval of Project Schedule” an extension of the Contract time or revision to the Project Schedule, equal to the aforementioned delays, provided there are no changes in compensation or scope of SERVICES. It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient Contract time remains within which to complete SERVICES on the Project. In the event there have been delays which would affect the Project completion date, the CONSULTANT shall submit a written request to the LIBRARY which identifies the reason(s) for the delay and the amount of time related to each reason.

The LIBRARY will review the request and make a determination as to granting all or part of the requested extension.

E. **SUSPENSION OF SERVICES BY LIBRARY:**

1. Right of LIBRARY to Suspend SERVICES and Order Resumption – The performance of CONSULTANT’S SERVICES hereunder may be suspended by the LIBRARY at any time. However, in the event the LIBRARY suspends the performance of CONSULTANT’S SERVICES hereunder, it shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by CONSULTANT. The LIBRARY shall promptly pay to the CONSULTANT all fees which have become due and payable to the CONSULTANT prior to the effective date of such suspension. LIBRARY shall thereafter have no further obligation for payment to the CONSULTANT unless and until the LIBRARY notifies the CONSULTANT that the SERVICES of the CONSULTANT called for hereunder are to be resumed. Upon receipt of written notice from the LIBRARY that CONSULTANT’S SERVICES hereunder are to be resumed, CONSULTANT shall complete the SERVICES of CONSULTANT called for in any Purchase Order and this Contract and CONSULTANT, shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to it under this Contract, same to be payable in the manner specified herein.

In no event will the compensation or any part thereof become due or payable to CONSULTANT under this Contract unless and until CONSULTANT has attained that stage of SERVICES where the same would be due and payable to CONSULTANT under the provision of this Contract.
2. Renegotiation by CONSULTANT; Right to Terminate – If the aggregate time of the LIBRARY’S suspension or suspension of CONSULTANT’S SERVICES for a particular Purchase Order exceeds one hundred twenty (120) days, then CONSULTANT and LIBRARY shall, upon request of CONSULTANT, meet to assess the SERVICES remaining to be performed and the total fees paid to CONSULTANT hereunder. The parties shall then have the opportunity of negotiating a change in fees to be paid to the CONSULTANT for the balance of the SERVICES to be performed hereunder. No increase in fees to the CONSULTANT shall be allowed unless based upon clear and convincing evidence of an increase in CONSULTANT’S costs attributable to the aforesaid suspensions. If an increase in the CONSULTANT’S cost is demonstrated by clear and convincing evidence and the LIBRARY refuses to increase said fees, CONSULTANT may terminate this Contract by delivering written notice thereof to the LIBRARY within ten (10) days after the LIBRARY has given notice of its refusal to increase said fees.

XIII. STANDARDS OF CONDUCT

A. The CONSULTANT represents that he 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 he has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract.

B. The CONSULTANT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin in the performance of work under this Contract.

C. The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the CONSULTANT, or any interest in property which the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of this Contract will be immediately disclosed in writing to the LIBRARY. Violation of this section will be considered as justification for immediate termination of this Contract under the provisions of Article VII.

D. The CONSULTANT and its subsidiaries, sub-consultants or affiliates who designed the project, shall be ineligible for the award of the construction contract for that project.

XIV. ASSIGNABILITY; EMPLOYMENT OF SPECIALISTS

A. The CONSULTANT shall maintain an adequate and competent professional staff and may associate with such staff, professional specialists for the purpose of ensuring and enlarging its SERVICES hereunder, without additional cost to the LIBRARY. Should the
CONSULTANT desire to utilize such specialists, the CONSULTANT is fully responsible for satisfactory completion of all work within the scope of this Contract.

B. The CONSULTANT shall be responsible for the integration of all specialists or outside professional work into the documents and for all payments to such specialists or subconsultants from the fee heretofore stated. SERVICES rendered by the CONSULTANT in connection with coordination of the SERVICES of the aforementioned personnel shall be considered within the scope of the basic Contract and no additional fee will be due the CONSULTANT for such SERVICES.

C. All final plans and documents prepared by the CONSULTANT must bear the endorsement of a person in the full employ of the CONSULTANT and be duly registered as a Professional Engineer/Architect in the State of Florida.

D. The CONSULTANT shall not assign any interest in this Contract and shall not transfer any interest in the same without prior written approval of the LIBRARY, provided that claims for the money due or to become due the CONSULTANT from the LIBRARY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the LIBRARY.

XV. INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY

A. The provisions of Florida Statute 768.28 applicable to LIBRARY apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the LIBRARY acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

B. No officer, employee or agent of the LIBRARY acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.

C. The LIBRARY shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

XVI. EQUAL OPPORTUNITY

The LIBRARY’s policies of equal opportunity and non-discrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified. It is also the LIBRARY policy that person(s) doing business with the LIBRARY shall recognize and comply with this policy and that the LIBRARY shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such:
A. The CONSULTANT shall adopt and maintain or provide evidence to the LIBRARY that CONSULTANT has adopted and maintains, a policy of nondiscrimination throughout the term of this Agreement.

B. The CONSULTANT agrees that, on written request, the CONSULTANT shall permit reasonable access to all business records or employment, employment advertisement, applications forms, and other pertinent data and records, by the LIBRARY, for the purpose of investigating to ascertain compliance with the non-discrimination provisions of this contract; provided, that the Contractor shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.

C. The CONSULTANT agrees that, if any obligations of this contract are to be performed by sub-contractor(s), the provisions of subparagraphs 1 and 2 of this Section shall be incorporated into and become a part of the sub-contract.

XVII. CONTROLLING LAWS

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the provisions of this Contract will be held in Orange County, Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

XVIII. CONTRACT CLAIMS

“Claim” as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a CONSULTANT against the LIBRARY relating to a particular contract shall be submitted to the LIBRARY’s Chief Financial Officer in writing clearly labeled “Contract Claim” requesting a final decision. The CONSULTANT also shall provide with the claim a certification as follows: “I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the CONSULTANT believes the LIBRARY is liable; and that I am duly authorized to certify the claim on behalf of the CONSULTANT.”

Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.

The decision of the LIBRARY’s Chief Financial Officer shall be issued in writing and shall be furnished to the CONSULTANT. The decision shall state the reasons for the decision reached. The LIBRARY’s Chief Financial Officer shall render the final decision within sixty (60) days after receipt of CONSULTANT’s written request for a final decision. The LIBRARY’s Chief Financial Officer decision shall be final and conclusive.
The CONSULTANT shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the LIBRARY’s Chief Financial Officer.

XIX. AVAILABILITY OF FUNDS

The obligations of LIBRARY under this Contract are subject to availability of funds lawfully appropriated for its purpose by the LIBRARY Board of Trustees, or other specified funding source for this contract.

XX. PROHIBITION AGAINST CONTINGENT FEES

The CONSULTANT warrants that they have 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 they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract. For the breach or violation of this provision, the LIBRARY shall have the right to terminate the Contract at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

XXI. TOBACCO FREE CAMPUS

By executing this Contract, CONSULTANT acknowledges that all LIBRARY facilities and operations shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to FIRMs and their personnel and sub-contractor personnel during contract performance on LIBRARY owned or leased property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

XXII. DRUG FREE WORKPLACE:

By executing this Contract, CONSULTANT acknowledges the LIBRARY’s Drug Free Workplace requirement applies to the CONSULTANT and their sub-consultants.

XXIII. VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person performing SERVICES under this contract, the CONSULTANT shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of: (a) all employees within the State of Florida that are hired by the CONSULTANT after the execution of the contract who are providing labor under the contract during the contract term; and, (b) all employees within the State of Florida of any of the CONSULTANT’S sub-consultants that are hired by those sub-consultants after the execution of
the contract who are providing labor under the contract during the contract term. Please refer to USCIS.gov for more information on this process.

**Only those employees determined eligible to work within the United States shall be employed under the contract.**

Therefore, by submission of a proposal in response to this solicitation, the CONSULTANT confirms that all employees in the above categories will undergo e-verification before performing labor under this contract. The CONSULTANT further confirms his commitment to comply with the requirement by completing the E-Verification certification, contained in this solicitation.

**XXIV. ASBESTOS FREE MATERIALS**

For contracts for design SERVICES, CONSULTANT shall provide a written and notarized statement on company letterhead to certify and warrant that the project was designed with asbestos free materials. Such statement shall be submitted with the final payment request. Final payment shall not be made until such statement is submitted. CONSULTANT agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the design, CONSULTANT shall be liable for all costs related to the redesign or modification of the construction of the project so that materials containing asbestos are removed from the design, plans or specifications or construction contract documents, and, in addition, if construction has begun or has been completed pursuant to a design that includes asbestos containing materials, the CONSULTANT shall also be liable for all costs related to the abatement of such asbestos.

**XXV. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:**

By executing this Contract, the CONSULTANT affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its sub-contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

**XXVI. FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS:**

By executing this Contract, the CONSULTANT affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

**XXVII. SEVERABILITY**

The provisions of this Contract are declared by the parties to be severable. However, the material provisions of this Contract are dependent upon one another, and such interdependencies a material inducement for the parties to enter into this Contract. Therefore, should any material term, provision, covenant or condition of this Contract be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.
XXVIII. PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)

The LIBRARY is a public agency subject to Chapter 119, Florida Statutes. The Consultant agrees to comply with Florida’s Public Records Law. Specifically, the CONSULTANT shall:

- Keep and maintain public records required by LIBRARY to perform the service.
- Upon request from LIBRARY’s custodian of public records, provide LIBRARY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to LIBRARY.
- Upon completion of the contract, CONSULTANT agrees to transfer at no cost to LIBRARY all public records in possession of the CONSULTANT or keep and maintain public records required by LIBRARY to perform the service. If the CONSULTANT transfers all public record to LIBRARY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to LIBRARY, upon request from LIBRARY’s custodian of public records, in a format that is compatible with the information technology systems of LIBRARY.
- A CONSULTANT who fails to provide the public records to LIBRARY within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.
- IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT LOVEVIA WILLIAMS, THE LIBRARY’s CUSTODIAN OF PUBLIC RECORDS AT:

  Orange County Library System
  Attn: Public Records Custodian
  5th Floor Finance Offices
  101 East Central Blvd.
  Orlando, Florida 32801

XXIX. SCRUTINIZED COMPANIES LIST

By executing this Agreement, the CONSULTANT certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725 of the Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan
List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473 of the Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5) of the Florida Statutes, Space Florida may immediately terminate this Agreement for cause if the CONSULTANT is found to have submitted a false certification as to the above or if the CONSULTANT is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If LIBRARY determines that the CONSULTANT has submitted a false certification, LIBRARY will provide written notice to the CONSULTANT. Unless the CONSULTANT demonstrates in writing, within 90 calendar days of receipt of the notice, that LIBRARY’s determination of false certification was made in error, LIBRARY shall bring a civil action against the CONSULTANT. If LIBRARY’s determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed on the CONSULTANT, and the CONSULTANT will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of LIBRARY’s determination of false certification by the CONSULTANT.

b. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition in this Section, this Section shall be null and void without further action of the parties.

**XXX. RFQ OCLS-19-005 Inclusion:**

By executing this Contract, CONSULTANT acknowledges that in addition to the terms and conditions in this Contract, the terms and conditions in RFQ OCLS-19-005 which lead to the creation of this Contract are binding. CONSULTANT also acknowledges the forms signed in their proposal submission including but limited to Drug Free Workplace, Conflict of Interest, E-Verification, Scrutinized Companies List, are binding upon them and their sub-consultants.

CONSULTANT

______________________________
Signature

______________________________
Name Typed or Printed

______________________________
Title

______________________________
Consultant Signed Date

Orange County Library Systems

______________________________
Kristopher S. Shoemaker
CMA, CGFO, CPFIM, CHAE, CHTP
Chief Financial Officer

______________________________
LIBRARY Signed Date
Orange County Library District  
Architectural and Civil Design Services  
Continuing Contract Number OCLS-19-005-A  
Exhibit “A” - Scope of Services

I. **Services.** The Service tasks will be specified for each project and may include, but not necessarily be limited to the following types of SERVICES:

Architectural and civil engineering studies of all types of projects for the design of interior alterations, renovations and remodeling of existing buildings, modular building siting, elevator services, utility services, drainage improvements, stormwater management solutions, parking lots, landscaping, site furnishings, exterior lighting, building/site security solutions to include cameras, audio, and door access, computer conduit and cabling, parking garages, elevated covered sidewalks, escalators, food courts, restaurants, cafeterias, meeting rooms, exhibit halls, atriums, loading docks, digital signage, design of phased work in occupied buildings or occupied campuses so that work can be stopped and resumed seamlessly, cost estimating services, construction contract administration services.

II. **General Scope of Services:** The Scope of Services for each task may include, but not limited to:

A) **Problem Analysis:** Assist the LIBRARY in addressing and determining the cause and solution of problems with building systems and services to include building code violations, through survey, study, assessment, research and or structural analysis, which will include costs.

B) **Project Programming:** Determine needs of the user department for use in establishing various project design concepts, parameters, criteria, code and or permit requirements and construction cost budgets.

C) **Schematic Design:** Develop a single line drawing to show the conceptual layout, site plans, functional relationships to the building systems or services.

D) **Design Development:** Develop schematic drawings into drawings and specifications that definitely indicate the layout, shows all physical improvements, items to be demolished, replaced or relocated, elevations and all dimensional requirements of the project, and sufficient detail to establish equipment, building materials, services or systems. Prepare project cost estimate for use in project budgeting and establishing the design construction cost budget amount.

E) **Construction Documents:** Provide construction documents that fully describe all improvements and integrate all involved disciplines. These
documents will be developed in successive stages of complexity until final completion. The document deliverables shall be at 30%, 60%, 90% and 100% completion. These documents deliverables shall be of sufficient detail and completeness to obtain all required permits and approvals from governing authorities, and obtain reasonable cost proposals from other contractors.

F) **Technical Specifications**: Construction documents are composed of drawings and written specifications in the Construction specifications Institute (CSI) format. Technical Specification information shall not be placed on the drawings. Technical Specifications shall include all applicable sections of the Owner’s Division 1 – General Requirements. Where brand names or manufacturers names are used, at least three shall be listed. Where three names cannot be listed, use the phrase “or acceptable equal”.

G) **Cost Estimating Services**: Provide a line item cost estimate at appropriate intervals such as 60% and 100% Construction Documents. Carefully note all assumptions and or exclusions. Clearly identify the materials, long-lead delivery items, overhead and profit and contingency allowance. Note whether the estimate is current or applies to a future date. The LIBRARY may obtain independent cost estimates separate from this Contract. If, in the LIBRARY’s opinion, there is a significant difference between the FIRM’s estimate and the independent cost estimator, the FIRM shall be required to reconcile the estimate with the independent cost estimator.

H) **Value Engineering**: Review project programs, schematic drawings, design development documents and construction documents prepared by the FIRM, or by others and provide recommendations for alternative designs, building systems, materials, equipment, etc., including cost estimates of alternatives that would reduce the anticipated construction cost without adversely impacting the functional or operational features and requirements of the project.

I) **Code Compliance**: The FIRM shall be responsible for ensuring that all construction documents are in compliance with all applicable building codes and other requirements of governing authorities. Nothing contained in information provided by the LIBRARY shall be interpreted as a deliberate violation of any code or other lawful requirement. The FIRM shall during the initial stage of design development physically inspect the areas of the building for code deficiencies that may affect the project cost and schedule. The FIRM shall provide in writing to the LIBRARY his findings on any building code deficiencies that may affect the project budget and schedule prior to development of construction documents. These findings should include costs and duration.

J) **LIBRARY Approval**: All deliverables require approval before proceeding to the next level of development. Such approval will be issued by the LIBRARY in writing, and may contain modifications to the contract documents that must be made prior to the next deliverable.
K) Reproductions: Provide all required reproductions of documents for intermediate deliverables, permitting agencies and Contractor usage. For bidding purposes, the FIRM may use an allowance of Ten (10) sets of construction documents. These will be reimbursable costs. The LIBRARY will pay for all sets of documents required for bidding in excess of that amount. The FIRM shall provide to the LIBRARY CD-ROM’s that include PDF files of final design plans and specifications.

L) Permits: The CONSULTANT shall prepare and submit applications, construction drawings and specifications, and related support documentation to all agencies having jurisdiction over the permitting or approval of the project. The CONSULTANT shall pay all submittal, application and review fees required to process construction documents and obtain approval from agencies having jurisdiction over the project. Said application and review fees will be a reimbursable cost. This will be a contingency figure. Prepare written responses to and participate in the resolution of questions or issues during the review of the construction documents by any agency having jurisdiction for permitting or approval of the project. The LIBRARY shall pay all costs that are specifically designated as impact fees. The Contractor shall pay for the cost of obtaining the building permit and other permits directly related to construction activities and inspections. Said permits and inspection fees will be a reimbursable cost.

M) Bidding: The FIRM shall prepare and submit the required number of drawings and specifications for inclusion with the LIBRARY’s bidding documents for use by the LIBRARY in administering the bidding process. The FIRM will also provide the LIBRARY with one unbound set of technical specifications, and the required number of CD-ROM’s that include the plans and technical specifications in PDF format. The FIRM will attend and participate in the pre-bid conference, answer questions from bidders, prepare addenda to the bidding documents and evaluate Contractor bid proposals. The LIBRARY shall advertise for bids, distribute bidding documents, maintain a log of bidders, conduct the pre-bid conference, receive and validate bid proposals, publish bidding results, and select a Contractor for award.

N) Construction Contract Administration: The FIRM shall assist the LIBRARY’s project management personnel in ensuring that the contracted construction work is performed and completed in accordance with the requirements of the construction contract. The FIRM will be required to perform, but not limited to the following services:

1) Pre-Construction Meeting: Attend pre-construction meeting and answer questions from the Contractor and Sub-Contractors. Record meeting minutes and distributes to all attendees. The LIBRARY shall conduct the meeting, schedule the “Notice to Proceed” date and issue the “Notice to Proceed” letter to be signed by the Contractor.

2) Construction Progress Meetings: Attend regularly scheduled construction progress meetings during the course of construction. Answer questions and
resolve construction issues. Record meeting minutes and distributes to all attendees. The LIBRARY shall conduct the meeting.

3) **Construction Observations (separate from construction progress meetings):** Conduct periodic construction observations to verify the quantity and quality of work. Each construction observation will include appropriate Sub-Consultants and be documented in a Construction Observation Report.

4) **Contractor Submittals and RFI’s:** Review and process Contractor submittals and respond in writing to all Contractor RFIs. All approved Contractors submittals shall bear the FIRM’s stamp and are delivered to the LIBRARY at Substantial Completion.

5) **Contractor’s Application for Payment:** Review and approve all applications for payment. The FIRM shall recommend an appropriate value for the current stage of construction and sign the application for payment.

6) **Contractor Change Orders and Claims:** Review all Contractor Change Orders and Claims and recommend an appropriate value and course of action.

7) **Commissioning of Building Systems:** Review start-up and in-service procedures of building systems with Contractor and attend start-up of building systems. Record results of building system start-up. Submit in writing the results of the building system start-up to LIBRARY.

8) **Substantial Completion and Final Completion:** Attend the Substantial Completion Inspection and Final Completion Inspection. Arrange for all Sub-Consultants to attend and inspect their respective work. Assist the LIBRARY in verifying the completion of the Construction Contract, and preparing a punch list of items to be corrected by the Contractor. The FIRM shall provide a recommendation for Substantial Completion and Final Completion. The LIBRARY will provide the Certificate of Substantial Completion.

9) **Record Drawings:** Provide a minimum of two sets of record drawings full size and two half sizes and a CD-ROM of the record drawings and technical specifications prior to final completion inspection. The record drawings will be developed from the contractor’s as-built drawings. Record drawings are part of the project closeout documents.

10) **Warranty Inspection:** Attend the one-year warranty inspection and assist the LIBRARY in identifying defective materials and or installation.

11) **Construction Management:** The LIBRARY may request the FIRM to manage a project under this contract during the construction phase. The FIRM will be under the direction of the LIBRARY’s project management personnel and will be the LIBRARY’s Project Representative. The FIRM may be assigned a project to manage under this contract after the LIBRARY has
selected a contractor to perform and complete the work described in the contract documents. The SERVICES the FIRM will provide but not limited to, be the services listed under Item “N” - “Construction Contract Administration”.

12) Project Summary: After completion of each project, the LIBRARY will request FIRM to prepare a “Lessons-learned Report” for each phase of the project that summarizes the strengths, weaknesses, pitfalls and provide ideas for improvements to future LIBRARY projects. This report should be reviewed and discussed with the LIBRARY prior to finalizing the report. It will become part of the project records.
EXHIBIT B - RATES

Orange County Library District
Architectural and Civil Design Services
Continuing Contract Number OCLS-19-005-A
Billable Rate Sheet

Architect: Borrelli & Partners, Inc
Sub-Consultant Name: Jorge A. Borrelli, President
Contact: 720 Vassar Street, Orlando, FL 32804
Telephone: 407.418.1338

The following chart reflects our Billable Hourly Rate for each specified Position/Category we will provide under contract OCLS-10-005-A. Said Billable Rates are all inclusive of general overhead, profit and other such costs for providing personnel related to this contract. These rates will be effective for the initial three (3) year contract term and will be revisited at the renewal period.

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<tr>
<th>Line</th>
<th>Position / Category</th>
<th>Billable Hourly Rate</th>
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Signature of Company Officer: [Signature] Date: 10/01/2019

Printed Name of Company Officer: Jorge A. Borrelli

Title of Company Officer: President

If for Sub-Consultant, Architectural Firm review and approval of Billable Hourly Rate is required below.

Signature of Architectural Firm Officer: ________________________________

Printed Name of Architectural Firm Officer: ____________________________ Date: ____________________________
EXHIBIT B - RATES
Orange County Library District
Architectural and Civil Design Services
Continuing Contract Number OCLS-19-005-A
Reimbursable Rate Sheet

Architect: Borrelli & Partners, Inc
Sub-Consultant Name: Jorge A. Borrelli, President
Address: 720 Vassar Street, Orlando, FL 32804
Telephone: 407.418.1338

The following chart reflects our Billable Reimbursable Rate for each specified Reimbursable Item we will provide under contract OCLS-19-005-A. Said Billable Rates are all inclusive of general overhead, profit and other such costs for providing these non-personnel related items to this contract. These rates will be effective for the initial three (3) year contract term and will be revisited at the renewal period.

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Signature of Company Officer: ___________________________ Date: 10/1/19

Printed Name of Company Officer: ________________ Jorge A. Borrelli

Title of Company Officer: ________________ President

If for Sub-Consultant, Architectural Firm review and approval of Billable Reimbursable Rate is required.

Signature of Architectural Firm Officer: ___________________________

Printed Name of Architectural Firm Officer: ___________________________ Date: __________________
EXHIBIT B - RATES
Orange County Library District
Architectural and Civil Design Services
Continuing Contract Number OCLS-19-005-A
Billable Rate Sheet

Architect: Borrelli & Partners, Inc
Sub-Consultant Name: DRMP, Inc.
Contact: Don Bieger Jr., PE
Address: 941 Lake Baldwin Lane, Orlando, FL 32814
Telephone: (407) 896-0594

The following chart reflects our Billable Hourly Rate for each specified Position/Category we will provide under contract OCLS 10 005-A. Said Billable Rates are all inclusive of general overhead, profit and other such costs for providing personnel related to this contract. These rates will be effective for the initial three (3) year contract term and will be revisited at the renewal period.

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Signature of Company Officer: ___________________________ Date: 10/7/2019

Printed Name of Company Officer: ___________________________ Title of Company Officer: __________ Vice President, Assistant Treasurer

If for Sub-Consultant, Architectural Firm review and approval of Billable Hourly Rate is required below.

Signature of Architectural Firm Officer: ___________________________ Date: 10/7/19

Printed Name of Architectural Firm Officer: ___________________________
EXHIBIT B - RATES

Orange County Library District
Architectural and Civil Design Services
Continuing Contract Number OCLS-19-005-A
Reimbursable Rate Sheet

Architect: Borrelli & Partners, Inc
Sub-Consultant Name: DRMP, Inc.
Contact: Don Bieger Jr., PE
Address: 941 Lake Baldwin Lane, Orlando, FL 32814
Telephone: (407) 896-0594

The following chart reflects our Billable Reimbursable Rate for each specified Reimbursable Item we will provide under contract OCLS-19-005-A. Said Billable Rates are all inclusive of general overhead, profit and other such costs for providing these non-personnel related items to this contract. These rates will be effective for the initial three (3) year contract term and will be revisited at the renewal period.

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Signature of Company Officer: __________________________ Date: __10/7/2019__

Printed Name of Company Officer: __Glenn L. Lusink, PSM__

Title of Company Officer: __Vice President, Assistant Treasurer__

If for Sub-Consultant, Architectural Firm review and approval of Billable Reimbursable Rate is required.

Signature of Architectural Firm Officer: __________________________

Printed Name of Architectural Firm Officer: __Jorge A. Borrelli__ Date: __10/7/19__
## EXHIBIT B - RATES

### Invoice

**Sold to:**

**Suite:**

**Project:**

- **Date:** July 18, 2019 1:44 PM
- **Terms:** Payable Upon Receipt

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<td>ft²</td>
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**Materials:**

**Sales Tax:**

**Labor:**

**Total:**

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*Materials & Labor: Project IGNADM ORL, Phase OADGA, Account 748.04. Sales Tax: Tax Code 011, Account 230.00 Tax Basis - amount of Materials*
EXHIBIT B - RATES

Orange County Library District
Architectural and Civil Design Services
Continuing Contract Number OCLS-19-005-A
Billable Rate Sheet

Architect: Borrelli & Partners, Inc
Sub-Consultant Name: Montgomery Consulting Group, Inc.
Contact: Ms. Monty Gettys, President
Address: 976 Lake Baldwin Lane, Suite 201, Orlando, FL 32814

The following chart reflects our Billable Hourly Rate for each specified Position/Category we will provide under contract OCLS-10-005-A. Said Billable Rates are all inclusive of general overhead, profit and other such costs for providing personnel related to this contract. These rates will be effective for the initial three (3) year contract term and will be revisited at the renewal period.

<table>
<thead>
<tr>
<th>Line</th>
<th>Position / Category</th>
<th>Billable Hourly Rate</th>
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<tbody>
<tr>
<td>1</td>
<td>Project Manager</td>
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<td>2</td>
<td>Senior Cost Estimator</td>
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<td>Cost Estimator</td>
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<td>4</td>
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<td>5</td>
<td>Document Control Specialist</td>
<td>$ 55.00</td>
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Signature of Company Officer: ___________________________ Date: 10/01/2019
Printed Name of Company Officer: Monty Gettys
Title of Company Officer: President

If for Sub-Consultant, Architectural Firm review and approval of Billable Hourly Rate is required below.

Signature of Architectural Firm Officer: ___________________________ Date: 10/7/19
Printed Name of Architectural Firm Officer: Jorge A. Borrelli Date: 10/7/19
CONTRACT OCLS-19-005-B

THIS CONTRACT made and entered into this ______ day of November, 2019, by and between the:

Orange County Library System
101 East Central Blvd
Orlando, Florida 32801

a special independent taxing district of the State of Florida, hereinafter referred to as “LIBRARY” and:

KZF Design, LLC d/b/a KMF Architects
1401 Edgewater Drive
Orlando, FL  32804
FEDERAL I. D. # 59-3647562

hereinafter referred to as “CONSULTANT”

RECITALS

WHEREAS, the LIBRARY desires to retain Continuing Architectural and Civil Engineering Design services for the OCLS Main Library and it’s 15 Branch locations (“SERVICES”). The type and scope of SERVICES to be performed by CONSULTANT are described in Exhibit “A”, Scope of Services, which is attached to this Contract, and incorporated by reference herein.

WHEREAS, the LIBRARY desires to engage the CONSULTANT in connection with the SERVICES required, upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of obtaining of performing such SERVICES upon said terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

I. SCOPE OF SERVICES

A. Authorization of SERVICES for Each Project: As the LIBRARY generates individual projects, the CONSULTANT will be provided with a Scope of Work statement for the particular project. This statement will provide the basis for the CONSULTANT and the LIBRARY’s Project Manager to mutually develop a clearly defined comprehensive Scope of Services. On the basis of the Scope of Services, the CONSULTANT will prepare and submit for the LIBRARY’s consideration a detailed proposal covering the scope, schedule and cost of the professional SERVICES and any other related costs. The proposal will itemize the hours and tasks to be performed for the SERVICES using the negotiated hourly rates attached as Exhibit “B” to calculate the proposed fee for the SERVICES. The LIBRARY will review and negotiate the proposal, schedule, and fee with the CONSULTANT. After mutual agreement on the proposal, schedule, and fee, a purchase order will be generated (“Purchase Order”) and a “Notice to Proceed” letter will be issued by the LIBRARY, giving authorization to the CONSULTANT to proceed with performing and completing the agreed to SERVICES.
B. **Performance of Services.** The CONSULTANT shall diligently and in a timely manner perform the SERVICES for the LIBRARY in accordance with the terms of the approved Purchase Order.

II. **PAYMENT**

A. **FEES:** The LIBRARY agrees to pay the CONSULTANT for the SERVICES described in the approved Purchase Orders as set forth herein and in the Purchase Order.

B. **PAYMENTS:** The LIBRARY shall pay the CONSULTANT in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

Progress payments shall be due and payable monthly in proportion to the percentage of SERVICES approved and accepted, in writing, by the LIBRARY. All invoices shall be prepared in the format prescribed by the LIBRARY. When an invoice includes charges from a sub-consultant, the sub-consultant’s invoice/backup shall accompany the CONSULTANT’S invoice. A separate Pay Item Breakdown sheet for the CONSULTANT and each sub-consultant shall accompany each invoice. The CONSULTANT’S Pay Item Breakdown sheet shall include, in aggregate, the CONSULTANT’S and sub-consultant’s pay items. All requests for payment must be accompanied by a narrative description of the scope of SERVICES performed by the CONSULTANT and sub-consultants during the period covered by the invoice. The narrative shall also describe the SERVICES anticipated to be performed during the next billing period.

C. **SUSPENSION OF PROGRESS PAYMENTS BY LIBRARY:** In the event the CONSULTANT falls fifteen (15%) percent behind the Project completion schedule set forth in a Purchase Order, no further progress payments will be made until the CONSULTANT brings the SERVICES back on schedule or a revised schedule is submitted and approved or until all SERVICES in the Purchase Order have been completed and accepted by the LIBRARY.

D. **PAYMENT IN EVENT OF TERMINATION BY LIBRARY:** In the event this Contract is terminated or canceled prior to completion, payment shall be made in accordance with the provisions of Article VII.

E. **CHANGES WITHIN SCOPE; ALLOWANCE OF ADDITIONAL COMPENSATION:** If instructed to do so in writing by the LIBRARY, the CONSULTANT shall change or revise SERVICES that have been performed, and if such SERVICES are not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. In all disputes arising over the right to additional compensation, the LIBRARY shall determine whether substantial acceptable SERVICES have been done on documents such that changes, revisions or preparation of additional documents should result in additional compensation to the CONSULTANT. The CONSULTANT’s proposals for additional compensation shall be based on the hourly rate schedule set forth in Exhibit “B”. A written modification to the Contract shall be executed by both parties to reflect the additional SERVICES and cost of same, prior to commencement of performance of any additional SERVICES.
F. **TRAVEL AND PER DIEM:** Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statute.

G. **FEE LIMITATION CLAUSE:** The CONSULTANT shall utilize the same hourly rates as set forth in Exhibit “B” in fee negotiations for all projects, except as provided by Article II, paragraph H, Price Adjustment. The number of hours required to complete each project shall be negotiated at such time as the LIBRARY initiates fee negotiations for that project.

H. **PRICE ADJUSTMENT**

Written request for an hourly rates adjustment may be made only under the following conditions:

a. If a project specific contract’s performance period exceeds three (3) years a price adjustment may be requested not more than sixty (60) days after the end of the three (3) year period and for each annual period thereafter or for the remaining period of the contract if less than one (1) year.

b. For continuing contracts with a performance period that exceeds three (3) years, an adjustment may be requested not more than sixty (60) days after the end of three (3) years.

c. Retroactive requests for price adjustments will not be considered.

The provisions of this clause shall not apply to contracts with fees based on ranges. Retroactive requests for price adjustments will not be considered.

Any request for a price adjustment will be subject to negotiation and must be approved by the LIBRARY Chief Financial Officer. Any request for such increase shall be supported by adequate justification to include Consumer Price Index (CPI) documentation. The CPI documentation shall be based on the All Items, CPI-U, U.S. City Average, not seasonally adjusted index. The prevailing CPI in the month when the contract was executed by the LIBRARY shall be the base period from which changes in the CPI will be measured for the initial request for a price adjustment. Any subsequent requests for a price adjustment shall be based on the CPI prevailing in the month when an amendment effecting a previous price adjustment was executed by the LIBRARY.

The maximum allowable increase shall not exceed the percent change in the CPI from the base period (either the month when the contract was executed by the LIBRARY or the month when an amendment effecting a price adjustment was executed by the LIBRARY) to the CPI prevailing at time of request for a price adjustment and in no case shall it exceed 3%. Any price adjustment shall only be effective upon the execution of a written amendment to the contract executed by both parties.
III. DESIGN WITHIN STATUTORY LIMITATIONS

A. The CONSULTANT shall accomplish the SERVICES required under this Contract, when applicable, so as to permit the award of a construction contract (using standard LIBRARY procedures for the construction of the facilities) at a price that does not exceed the estimated construction contract price if set forth in the Purchase Order and in no event in excess of the limits as set forth in paragraph C below. When bids or proposals for the construction contracts are received that exceed the aforesaid limits, the CONSULTANT shall perform such redesign and other SERVICES as are necessary to permit contract award within the aforesaid limitations at no additional cost to the LIBRARY and such SERVICES shall not be considered additional SERVICES. These additional SERVICES shall be performed at no increase in the price of the respective Purchase Order. However, CONSULTANT shall not be required to perform such additional SERVICES at no cost to the LIBRARY if the unfavorable bids or proposals result from conditions beyond CONSULTANT’S reasonable control. LIBRARY shall exercise reasonable commercial judgment in making the controlling determinations as to whether such conditions are within the reasonable control of the CONSULTANT.

B. The CONSULTANT will promptly advise the LIBRARY if it finds that the project being designed will exceed or is likely to exceed the limitations set forth herein and it is unable to design a usable facility within those limitations. Upon receipt of such information, the LIBRARY will review the CONSULTANT’S revised estimate of construction cost. The LIBRARY may, if it determines that the estimated construction contract price set forth in this Contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in the Purchase Order, or the LIBRARY may adjust such estimated construction contract price via amendment to this Contract, but in no event to exceed the limits of paragraph C below. When bids or proposals are not solicited or are unreasonably delayed, the LIBRARY shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the limitations set forth herein.

C. The estimated construction contract price for each project will vary, will be set forth in the respective Purchase Order, and will be subject to F.S. 287.055 limitations. The estimated construction cost for any project under this contract shall not exceed $2,000,000. Each Purchase Order shall specifically indicate the project’s estimated construction cost. Purchase Orders issued for study activities shall not exceed $200,000.

D. THE CONSULTANT and its subsidiaries, sub-contractors or affiliates who designed the project shall be ineligible for the award of the construction contract for that project.
IV. RESPONSIBILITY OF THE CONSULTANT

A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other SERVICES furnished by the CONSULTANT under this Contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other SERVICES.

B. The Project Manager and Project Architect can be the same person or can be two (2) different individuals. If the Project Manager and the Project Architect are the same person, then they must be currently employed by the FIRM and must be a Professional Architect registered in the State of Florida. If the Project Manager and Project Architect are two (2) different individuals, then the Project Manager must be currently employed by the FIRM, and at least one must be a Professional Architect registered in the State of Florida.

C. Substitution of the Project Manager, Project Architect or Other Key Personnel: The CONSULTANT shall not substitute any key personnel without the prior written approval of the LIBRARY Chief Financial Officer. Any such requests shall be supported by comprehensive documentation outlining the reason(s) for the proposed substitution to include the specific qualifications of the proposed substitute. Approval of the request shall be at the discretion of the LIBRARY. Further, the LIBRARY, in lieu of approving a substitution, may initiate other actions under the contract, including termination.

D. Neither the LIBRARY’S review, approval or acceptance of, nor payment for, the SERVICES required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LIBRARY in accordance with applicable law for all damages suffered directly or indirectly by the LIBRARY caused by the CONSULTANT’S negligent performance of any of the SERVICES furnished under this Contract. The rights and remedies of the LIBRARY provided for under this Contract are in addition to any other rights and remedies provided by law.

E. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

F. The LIBRARY may require in writing that the CONSULTANT remove from any project any of the CONSULTANT’S or sub-consultant(s) personnel that the LIBRARY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in Contract Amount or Contract Time based on the LIBRARY’s use of this provision will be valid. CONSULTANT and their sub-consultant(s) shall indemnify and hold the LIBRARY harmless from and against any claim by CONSULTANT’S or sub-consultant(s) personnel on account of the use of this provision.

G. The LIBRARY will provide the CONSULTANT and their sub-consultant(s) a copy of the LIBRARY’s Rules of Conduct, which will apply to the CONSULTANT and their subconsultant(s) personnel while on the LIBRARY’s own or leased property.
H. CONSULTANT shall coordinate its SERVICES with the services performed by the LIBRARY’s other consultants, such as the MEP, fire protection, and structural engineering firms engaged by Library for the various projects.

V. LIBRARY’S RIGHTS AND RESPONSIBILITIES

The LIBRARY shall:

A. Furnish the CONSULTANT with existing data, plans, profiles, and other information necessary or useful in connection with the planning of the program that is available in the LIBRARY’S files, all of which shall be and remain the property of the LIBRARY and shall be returned to the LIBRARY upon completion of the SERVICES to be performed by the CONSULTANT.

B. Make LIBRARY personnel available on a time-permitting basis, where required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely within the discretion of the LIBRARY.

VI. LIBRARY’S DESIGNATED REPRESENTATIVE

It is understood and agreed that the LIBRARY designates the LIBRARY’s Facility and Operations Department Head, or designated representative, to represent the LIBRARY in all technical matters pertaining to and arising from the work and performance of this Contract. The LIBRARY’s Facility and Operations Department Head, or designated representative, shall have the following responsibilities:

A. Examination of all reports, sketches, drawings, estimates, Proposals, and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the LIBRARY’S approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.

B. Transmission of instructions, receipt of information, and interpretation and definition of LIBRARY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract. Prompt written notice by the LIBRARY to the CONSULTANT whenever the LIBRARY observes, or otherwise becomes aware of, any defects or changes necessary in the Project.

VII. TERMINATION OF CONTRACT

A. TERM: The term of this Contract shall be for an period of three (3) years (“Initial Term”). The Initial Term may be extended upon mutual written agreement of both parties for two (2) additional one (1) year terms (“Extension Term(s)”). This Contract shall terminate at the expiration of the Initial Term and at the end of each Extension Term if not extended.
B. **TERMINATION FOR DEFAULT:**

The LIBRARY may, by written notice to the CONSULTANT, terminate this contract for default in whole or in part (task authorizations, if applicable) if the CONSULTANT fails to:

1. provide products or SERVICES that comply with the specifications herein or fails to meet the LIBRARY’s performance standards
2. deliver the supplies or to perform the SERVICES within the time specified in this contract or any extension.
3. make progress so as to endanger performance of this Contract
4. perform any of the other provisions of this Contract.

Prior to termination for default, the LIBRARY will provide adequate written notice to the CONSULTANT through the LIBRARY’s Chief Financial Officer, affording CONSULTANT the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) calendar days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONSULTANT. The CONSULTANT shall be liable for any damage to the LIBRARY resulting from the CONSULTANT’s default of the Contract. This liability includes any increased costs incurred by the LIBRARY in completing contract performance.

In the event of termination by the LIBRARY for any cause, the CONSULTANT will have, in no event, any claim against the LIBRARY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the LIBRARY the CONSULTANT shall:

- Stop all work and SERVICES on the date and to the extent specified.
- Terminate and settle all orders and sub-contracts relating to the performance of the terminated work and SERVICES
- Transfer all work and SERVICES in process, completed work and SERVICES, and other materials related to the terminated work and SERVICES as directed by the LIBRARY.
- Continue and complete all parts of that work and SERVICES that have not been terminated.
If the CONSULTANT’S failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the CONSULTANT, the Contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. TERMINATION FOR CONVENIENCE:

The LIBRARY, by written notice, may terminate this Contract, in whole or in part, when it is in the LIBRARY’s interest for convenience. If this Contract is terminated for convenience, the LIBRARY shall be liable only for goods or SERVICES properly delivered and accepted. The LIBRARY’s Notice of Termination for convenience shall provide the CONSULTANT seven (7) days prior notice before it becomes effective. A termination for convenience may apply to individual Purchase Orders or to the Contract in its entirety.

C. PAYMENT IN EVENT OF TERMINATION:

If this Contract is terminated before performance is completed, the CONSULTANT’s sole and exclusive remedy is payment for SERVICES performed, and CONSULTANT shall be only paid for the SERVICES satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount that is the same percentage of the Contract price as the amount of SERVICES satisfactorily completed is a percentage of the total SERVICES called for by the Purchase Orders and this Contract. Any additional costs incurred by the LIBRARY as a result of such termination shall be deducted from the amount due the CONSULTANT, in the event the Contract termination is for cause as described herein.

VIII. TERMINATION NOTICE

The LIBRARY’s Chief Financial Officer shall issue any and all notices involving termination of this contract.

IX. INDEMNITY/INSURANCE AND SAFETY REQUIREMENTS

CONSULTANT agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the LIBRARY’s review or acceptance of insurance maintained by CONSULTANT is not intended to and shall not in any manner limit or qualify the liabilities assumed by CONSULTANT under this contract. CONSULTANT is required to maintain any coverage required by federal and state workers’ compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The CONSULTANT shall require that each of its sub-consultants providing SERVICES hereunder (if any) procures and maintains until the completion of their respective SERVICES, insurance of the types and to the limits specified herein. CONSULTANT will maintain a copy of the Certificate of Insurance (COI) in their files and will provide a copy of the initial COI and updated/current COI’s to the LIBRARY.
Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better. *(Note: State licenses can be checked via www.flor.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)*

- **Required Liability Coverage:**

  - Commercial General Liability - The CONSULTANT shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than $1,000,000 per occurrence. CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

- **Required Liability Endorsements:**

  - Additional Insured - CG 20 26 or CG 20 10/CG 20 37 or their equivalents. Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations

  - Waiver of Transfer of Rights of Recovery - CG 24 04 or its equivalent. Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

- **Required Automotive Coverage:**

  - Business Automobile Liability - The CONSULTANT shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than $500,000 (five hundred thousand dollars) per accident. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

- **Required Automotive Endorsements:**

  - MCS-90- for operations governed by the Sections 29 & 30 of the Motor Carrier Act of 1980

- **Required Workers’ Compensation Coverage:**

  - Workers’ Compensation - The CONSULTANT shall maintain coverage for its employees with statutory workers’ compensation limits, and no less than
$100,000 each incident of bodily injury or disease for Employers’ Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any CONSULTANT using an employee leasing company shall complete the Leased Employee Affidavit.

- **Required Workers’ Compensation Endorsements:**
  - Waiver of Subrogation- WC 00 03 13 or its equivalent

- **Required Professional Liability Coverage:**
  - Professional Liability- with a limit of not less than $1,000,000 per occurrence/claim

When a self-insured retention or deductible exceeds $50,000 the LIBRARY reserves the right to request a copy of CONSULTANT most recent annual report or audited financial statement. For policies written on a “Claims-Made” basis the CONSULTANT agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the CONSULTANT agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage.

**By entering into this contract CONSULTANT agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the LIBRARY for the workers’ compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the CONSULTANT to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.**

Prior to execution and commencement of any operations/SERVICES provided under this Contract the CONSULTANT shall provide the LIBRARY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the CONSULTANT shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the LIBRARY Board of Trustees.

CONSULTANT shall submit insurance renewal certificates annually to the LIBRARY and immediately upon request by either the LIBRARY or the LIBRARY’s contracted certificate compliance management firm. The certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. CONSULTANT shall notify the LIBRARY not less than thirty (30) business days (ten [10] business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The CONSULTANT shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the LIBRARY or its certificate management representative five (5) business days prior to the effective date of the replacement policy(ies).
The certificate holder shall read:

Orange County Library Board of Trustees
c/o Chief Financial Officer
101 East Central Blvd
Orlando, Florida 32801

INDEMNIFICATION - CONSULTANTS:

The CONSULTANT to the extent permitted in Section 725.08, Florida Statutes shall indemnify and hold harmless the LIBRARY and its officers and employees from liabilities damages, losses, and costs (including attorney’s fees) to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and persons employed or utilized by the CONSULTANT in the performance of this Contract. The remedy provided to the LIBRARY by this paragraph shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise and shall survive the termination of this Contract.

SAFETY AND PROTECTION OF PROPERTY (for SERVICES provided on the premises of LIBRARY)

The CONSULTANT shall at all times:

- Initiate, maintain and supervise all safety precautions and programs in connection with its SERVICES or performance of its operations under this Contract.

- Take all reasonable precautions to prevent injury to CONSULTANT employees, LIBRARY employees, LIBRARY attendees and all other persons affected by their operations.

- Take all reasonable precautions to prevent damage or loss to property of LIBRARY, or of other vendors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.

- Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:
  - Occupational Safety and Health Act (OSHA)
  - National Institute for Occupational Safety & Health (NIOSH)
  - National Fire Protection Association (NFPA)
  - American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)
X.

TRUTH IN NEGOTIATION AND MAINTENANCE AND EXAMINATION OF RECORDS

A. The CONSULTANT hereby represents, covenants and warrants that wage rates and other factual unit costs supporting the compensation provided for in this Contract are accurate, complete and current as of the date of contracting. It is further agreed that the Contract price shall be adjusted to exclude any amounts where the LIBRARY determines the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

B. The CONSULTANT shall keep adequate records and supporting documents applicable to this Contract. Said records and documentation shall be retained by the CONSULTANT for a minimum of five (5) years from the date of final payment on this contract. If any litigation, claim or audit is commenced prior to the expiration of the five (5) year period, the records shall be maintained until all litigation, claims or audit findings involving the records have been resolved.

C. If applicable, time records and cost data shall be maintained in accordance with generally accepted accounting principles.

This includes full disclosure of all transactions associated with the contract. Also, if applicable, all financial information and data necessary to determine overhead rates in accordance with Federal and State regulatory agencies and the contract shall be maintained.

D. CONSULTANT’s “records and supporting documents” as referred to in this Contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, invoices, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the LIBRARY’s judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract document.

Such records and documents shall include (hard copy, as well as computer readable data, written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating worksheets; correspondence; change order files (including pricing data used to price change proposals and documentation covering negotiated settlements); back-charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other CONSULTANT records which may have a bearing on matters of interest to the LIBRARY in connection with the CONSULTANT’s dealings with the LIBRARY (all foregoing hereinafter referred to as “records and supporting documents”) to the extent necessary to adequately permit evaluation and verification of:

1) CONSULTANT compliance with contract requirements; or
2) Compliance with provisions for pricing change orders; or
3) Compliance with provisions for pricing invoices; or
4) Compliance with provisions regarding pricing of claims submitted by the CONSULTANT or his payees; or
5) Compliance with the LIBRARY’s business ethics; or
6) Compliance with applicable state statutes and LIBRARY Ordinances/Regulations.

E. Records and documents subject to audit shall also include those records and documents necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Contract. In those situations where CONSULTANT’s records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), CONSULTANT agrees to provide the LIBRARY’s representatives with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats.

F. The LIBRARY and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the LIBRARY deems necessary throughout the term of this contract and for a period of five (5) years after final payment. Such activity shall be conducted during normal business working hours. The LIBRARY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying.

G. The LIBRARY, during the period of time defined by the preceding paragraph, shall have the right to obtain a copy of and otherwise inspect any audit made at the direction of the CONSULTANT as concerns the aforesaid records and documentation.

H. Records and documentation shall be made accessible at the CONSULTANT’s local place of business. If the records are unavailable locally, it shall be the CONSULTANT’s responsibility to ensure that all required records are provided at the CONSULTANT’s expense including payment of travel and maintenance costs incurred by the LIBRARY’s authorized representatives or designees in accessing records maintained out of the LIBRARY. The direct costs of copying records, excluding any overhead cost, shall be at the LIBRARY’s expense.

I. CONSULTANT shall require all payees (examples of payees include sub-consultants, insurance agents, material suppliers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between CONSULTANT and payee. Such requirements include a flow-down right of audit provisions in contracts with payees, which shall also apply to sub-consultants and sub-sub consultants, material suppliers, etc. CONSULTANT shall cooperate fully and shall cause all aforementioned parties and all of CONSULTANT’s sub-consultants (including those entering into lump sum sub-contracts and lump sum major material purchase orders) to cooperate fully in furnishing or in making available to the LIBRARY from time to time whenever requested in an expeditious manner any and all such records, documents, information, materials and data.
J. The LIBRARY’s authorized representatives or designees shall have reasonable access to the CONSULTANT’s facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall have adequate and appropriate work space, in order to conduct audits in compliance with this article.

K. Even after a change order proposal has been approved, CONSULTANT agrees that if the LIBRARY later determines the cost and pricing data submitted was inaccurate, incomplete, not current or not in compliance with the terms of the Contract regarding pricing of change orders, then an appropriate contract price reduction will be made. Such post-approval contract price adjustment will apply to all levels of Consultants and/or sub-consultants and to all types of change order proposals specifically including lump sum change orders, unit price change orders, and cost-plus change orders.

L. If an audit inspection or examination by the LIBRARY, or its designee, in accordance with this article discloses overpricing or overcharges (of any nature) by the CONSULTANT to the LIBRARY in excess of one-half of one percent (0.5%) of the total contract billings, the reasonable actual cost of the LIBRARY’s audit shall be reimbursed to the LIBRARY by the CONSULTANT. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the CONSULTANT’s invoices and/or records and supporting documents shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the LIBRARY’s findings to the CONSULTANT.

XI. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the CONSULTANT in connection with its SERVICES hereunder and are the property of the LIBRARY upon acceptance of same by the LIBRARY.

XII. WORK COMMENCEMENT/PROGRESS/DELAYS

A. COMMENCEMENT AND TERM OF JOB: The SERVICES to be rendered by the CONSULTANT shall be commenced subsequent to the execution of this Contract and upon written notice to proceed from the LIBRARY or designee for a specific project. SERVICES shall be completed within the time period agreed upon after Notice to Proceed.

B. JOB SEGMENT DEADLINES: A detailed segment completion schedule will be included in each Purchase Order. The purpose of this schedule is to:

1. Provide job segment deadlines for the CONSULTANT upon which the LIBRARY may rely;
2. Provide guidance for the LIBRARY in honoring the CONSULTANT’S monthly invoices for progress payments; and
3. Provide a framework against which the LIBRARY may suspend progress payments as provided in Article II C hereof.
C. **CONFERENCES:** The LIBRARY will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with representatives of the LIBRARY, or of other agencies interested in the Project on behalf of the LIBRARY. Either party to the Contract may request and be granted a conference.

D. **DELAYS NOT FAULT OF CONSULTANT; DISCRETIONARY EXTENSIONS OF COMPLETION TIME BY LIBRARY:** In the event there are delays on the part of the LIBRARY as to the approval of any of the drawings submitted by the CONSULTANT, or if there are delays occasioned by circumstance beyond the control of the CONSULTANT which delay the Project Schedule completion date, the LIBRARY may grant to the CONSULTANT, by “Letter of Approval of Project Schedule” an extension of the Contract time or revision to the Project Schedule, equal to the aforementioned delays, provided there are no changes in compensation or scope of SERVICES. It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient Contract time remains within which to complete SERVICES on the Project. In the event there have been delays which would affect the Project completion date, the CONSULTANT shall submit a written request to the LIBRARY which identifies the reason(s) for the delay and the amount of time related to each reason.

The LIBRARY will review the request and make a determination as to granting all or part of the requested extension.

E. **SUSPENSION OF SERVICES BY LIBRARY:**

1. Right of LIBRARY to Suspend SERVICES and Order Resumption – The performance of CONSULTANT’S SERVICES hereunder may be suspended by the LIBRARY at any time. However, in the event the LIBRARY suspends the performance of CONSULTANT’S SERVICES hereunder, it shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by CONSULTANT. The LIBRARY shall promptly pay to the CONSULTANT all fees which have become due and payable to the CONSULTANT prior to the effective date of such suspension. LIBRARY shall thereafter have no further obligation for payment to the CONSULTANT unless and until the LIBRARY notifies the CONSULTANT that the SERVICES of the CONSULTANT called for hereunder are to be resumed. Upon receipt of written notice from the LIBRARY that CONSULTANT’S SERVICES hereunder are to be resumed, CONSULTANT shall complete the SERVICES of CONSULTANT called for in any Purchase Order and this Contract and CONSULTANT, shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to it under this Contract, same to be payable in the manner specified herein.

In no event will the compensation or any part thereof become due or payable to CONSULTANT under this Contract unless and until CONSULTANT has attained that stage of SERVICES where the same would be due and payable to CONSULTANT under the provision of this Contract.
2. Renegotiation by CONSULTANT; Right to Terminate – If the aggregate time of the LIBRARY’S suspension or suspension of CONSULTANT’S SERVICES for a particular Purchase Order exceeds one hundred twenty (120) days, then CONSULTANT and LIBRARY shall, upon request of CONSULTANT, meet to assess the SERVICES remaining to be performed and the total fees paid to CONSULTANT hereunder. The parties shall then have the opportunity of negotiating a change in fees to be paid to the CONSULTANT for the balance of the SERVICES to be performed hereunder. No increase in fees to the CONSULTANT shall be allowed unless based upon clear and convincing evidence of an increase in CONSULTANT’S costs attributable to the aforesaid suspensions. If an increase in the CONSULTANT’S cost is demonstrated by clear and convincing evidence and the LIBRARY refuses to increase said fees, CONSULTANT may terminate this Contract by delivering written notice thereof to the LIBRARY within ten (10) days after the LIBRARY has given notice of its refusal to increase said fees.

XIII. STANDARDS OF CONDUCT

A. The CONSULTANT represents that he 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 he has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract.

B. The CONSULTANT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin in the performance of work under this Contract.

C. The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the CONSULTANT, or any interest in property which the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of this Contract will be immediately disclosed in writing to the LIBRARY. Violation of this section will be considered as justification for immediate termination of this Contract under the provisions of Article VII.

D. The CONSULTANT and its subsidiaries, sub-consultants or affiliates who designed the project, shall be ineligible for the award of the construction contract for that project.
XIV. ASSIGNABILITY; EMPLOYMENT OF SPECIALISTS

A. The CONSULTANT shall maintain an adequate and competent professional staff and may associate with such staff, professional specialists for the purpose of ensuring and enlarging its SERVICES hereunder, without additional cost to the LIBRARY. Should the CONSULTANT desire to utilize such specialists, the CONSULTANT is fully responsible for satisfactory completion of all work within the scope of this Contract.

B. The CONSULTANT shall be responsible for the integration of all specialists or outside professional work into the documents and for all payments to such specialists or subconsultants from the fee heretofore stated. SERVICES rendered by the CONSULTANT in connection with coordination of the SERVICES of the aforementioned personnel shall be considered within the scope of the basic Contract and no additional fee will be due the CONSULTANT for such SERVICES.

C. All final plans and documents prepared by the CONSULTANT must bear the endorsement of a person in the full employ of the CONSULTANT and be duly registered as a Professional Engineer/Architect in the State of Florida.

D. The CONSULTANT shall not assign any interest in this Contract and shall not transfer any interest in the same without prior written approval of the LIBRARY, provided that claims for the money due or to become due the CONSULTANT from the LIBRARY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the LIBRARY.

XV. INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY

A. The provisions of Florida Statute 768.28 applicable to LIBRARY apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the LIBRARY acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

B. No officer, employee or agent of the LIBRARY acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.

C. The LIBRARY shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.
XVI. EQUAL OPPORTUNITY

The LIBRARY’s policies of equal opportunity and non-discrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified. It is also the LIBRARY policy that person(s) doing business with the LIBRARY shall recognize and comply with this policy and that the LIBRARY shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such:

A. The CONSULTANT shall adopt and maintain or provide evidence to the LIBRARY that CONSULTANT has adopted and maintains, a policy of nondiscrimination throughout the term of this Agreement.

B. The CONSULTANT agrees that, on written request, the CONSULTANT shall permit reasonable access to all business records or employment, employment advertisement, applications forms, and other pertinent data and records, by the LIBRARY, for the purpose of investigating to ascertain compliance with the non-discrimination provisions of this contract; provided, that the Contractor shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.

C. The CONSULTANT agrees that, if any obligations of this contract are to be performed by sub-contractor(s), the provisions of subparagraphs 1 and 2 of this Section shall be incorporated into and become a part of the sub-contract.

XVII. CONTROLLING LAWS

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the provisions of this Contract will be held in Orange County, Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

XVIII. CONTRACT CLAIMS

“Claim” as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a CONSULTANT against the LIBRARY relating to a particular contract shall be submitted to the LIBRARY’s Chief Financial Officer in writing clearly labeled “Contract Claim” requesting a final decision. The CONSULTANT also shall provide with the claim a certification as follows: “I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the CONSULTANT believes the LIBRARY is liable; and that I am duly authorized to certify the claim on behalf of the CONSULTANT.”
Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.

The decision of the LIBRARY’s Chief Financial Officer shall be issued in writing and shall be furnished to the CONSULTANT. The decision shall state the reasons for the decision reached. The LIBRARY’s Chief Financial Officer shall render the final decision within sixty (60) days after receipt of CONSULTANT’s written request for a final decision. The LIBRARY’s Chief Financial Officer decision shall be final and conclusive.

The CONSULTANT shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the LIBRARY’s Chief Financial Officer.

XIX. AVAILABILITY OF FUNDS

The obligations of LIBRARY under this Contract are subject to availability of funds lawfully appropriated for its purpose by the LIBRARY Board of Trustees, or other specified funding source for this contract.

XX. PROHIBITION AGAINST CONTINGENT FEES

The CONSULTANT warrants that they have 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 they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract. For the breach or violation of this provision, the LIBRARY shall have the right to terminate the Contract at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

XXI. TOBACCO FREE CAMPUS

By executing this Contract, CONSULTANT acknowledges that all LIBRARY facilities and operations shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to FIRMs and their personnel and sub-contractor personnel during contract performance on LIBRARY owned or leased property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.
XXII. DRUG FREE WORKPLACE:

By executing this Contract, CONSULTANT acknowledges the LIBRARY’s Drug Free Workplace requirement applies to the CONSULTANT and their sub-consultants.

XXIII. VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person performing SERVICES under this contract, the CONSULTANT shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of: (a) all employees within the State of Florida that are hired by the CONSULTANT after the execution of the contract who are providing labor under the contract during the contract term; and, (b) all employees within the State of Florida of any of the CONSULTANT’S sub-consultants that are hired by those sub-consultants after the execution of the contract who are providing labor under the contract during the contract term. Please refer to USCIS.gov for more information on this process.

Only those employees determined eligible to work within the United States shall be employed under the contract.

Therefore, by submission of a proposal in response to this solicitation, the CONSULTANT confirms that all employees in the above categories will undergo e-verification before performing labor under this contract. The CONSULTANT further confirms his commitment to comply with the requirement by completing the E-Verification certification, contained in this solicitation.

XXIV. ASBESTOS FREE MATERIALS

For contracts for design SERVICES, CONSULTANT shall provide a written and notarized statement on company letterhead to certify and warrant that the project was designed with asbestos free materials. Such statement shall be submitted with the final payment request. Final payment shall not be made until such statement is submitted. CONSULTANT agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the design, CONSULTANT shall be liable for all costs related to the redesign or modification of the construction of the project so that materials containing asbestos are removed from the design, plans or specifications or construction contract documents, and, in addition, if construction has begun or has been completed pursuant to a design that includes asbestos containing materials, the CONSULTANT shall also be liable for all costs related to the abatement of such asbestos.

XXV. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:

By executing this Contract, the CONSULTANT affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its sub-contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
XXVI. FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS:

By executing this Contract, the CONSULTANT affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

XXVII. SEVERABILITY

The provisions of this Contract are declared by the parties to be severable. However, the material provisions of this Contract are dependent upon one another, and such interdependencies a material inducement for the parties to enter into this Contract. Therefore, should any material term, provision, covenant or condition of this Contract be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

XXVIII. PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)

The LIBRARY is a public agency subject to Chapter 119, Florida Statutes. The Consultant agrees to comply with Florida’s Public Records Law. Specifically, the CONSULTANT shall:

- Keep and maintain public records required by LIBRARY to perform the service.
- Upon request from LIBRARY’s custodian of public records, provide LIBRARY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to LIBRARY.
- Upon completion of the contract, CONSULTANT agrees to transfer at no cost to LIBRARY all public records in possession of the CONSULTANT or keep and maintain public records required by LIBRARY to perform the service. If the CONSULTANT transfers all public record to LIBRARY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to LIBRARY, upon request from LIBRARY’s custodian of public records, in a format that is compatible with the information technology systems of LIBRARY.
- A CONSULTANT who fails to provide the public records to LIBRARY within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.
IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF
CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE
PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT LOVEVIA
WILLIAMS, THE LIBRARY’s CUSTODIAN OF PUBLIC RECORDS AT:

Orange County Library System
Attn: Public Records Custodian
5th Floor Finance Offices
101 East Central Blvd.
Orlando, Florida 32801

XXIX. SCRUTINIZED COMPANIES LIST

By executing this Agreement, the CONSULTANT certifies that it is not: (1) listed on the Scrutinized
Companies that Boycott Israel List, created pursuant to section 215.4725 of the Florida Statutes,
(2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan
List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created
pursuant to section 215.473 of the Florida Statutes, or (4) engaged in business operations in Cuba
or Syria. Pursuant to section 287.135(5) of the Florida Statutes, Space Florida may immediately
terminate this Agreement for cause if the CONSULTANT is found to have submitted a false
certification as to the above or if the CONSULTANT is placed on the Scrutinized Companies that
Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized
Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran
Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria,
during the term of the Agreement. If LIBRARY determines that the CONSULTANT has submitted
a false certification, LIBRARY will provide written notice to the CONSULTANT. Unless the
CONSULTANT demonstrates in writing, within 90 calendar days of receipt of the notice, that
LIBRARY’s determination of false certification was made in error, LIBRARY shall bring a civil
action against the CONSULTANT. If LIBRARY’s determination is upheld, a civil penalty equal to
the greater of $2 million or twice the amount of this Agreement shall be imposed on the
CONSULTANT, and the CONSULTANT will be ineligible to bid on any Agreement with a Florida
agency or local governmental entity for three years after the date of LIBRARY’s determination of
false certification by the CONSULTANT.

b. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition in
this Section, this Section shall be null and void without further action of the parties.

XXX. RFQ OCLS-19-005 Inclusion:

By executing this Contract, CONSULTANT acknowledges that in addition to the terms and
conditions in this Contract, the terms and conditions in RFQ OCLS-19-005 which lead to the
creation of this Contract are binding. CONSULTANT also acknowledges the forms signed in their
proposal submission including but limited to Drug Free Workplace, Conflict of Interest, E-
Verification, Scrutinized Companies List, are binding upon them and their sub-consultants.
Orange County Library District
Architectural and Civil Design Services
Continuing Contract Number OCLS-19-005-B
Exhibit “A” - Scope of Services

I. **Services.** The Service tasks will be specified for each project and may include, but not necessarily be limited to the following types of SERVICES:

Architectural and civil engineering studies of all types of projects for the design of interior alterations, renovations and remodeling of existing buildings, modular building siting, elevator services, utility services, drainage improvements, stormwater management solutions, parking lots, landscaping, site furnishings, exterior lighting, building/site security solutions to include cameras, audio, and door access, computer conduit and cabling, parking garages, elevated covered sidewalks, escalators, food courts, restaurants, cafeterias, meeting rooms, exhibit halls, atriums, loading docks, digital signage, design of phased work in occupied buildings or occupied campuses so that work can be stopped and resumed seamlessly, cost estimating services, construction contract administration services.

II. **General Scope of Services:** The Scope of Services for each task may include, but not limited to:

A) **Problem Analysis:** Assist the LIBRARY in addressing and determining the cause and solution of problems with building systems and services to include building code violations, through survey, study, assessment, research and or structural analysis, which will include costs.

B) **Project Programming:** Determine needs of the user department for use in establishing various project design concepts, parameters, criteria, code and or permit requirements and construction cost budgets.

C) **Schematic Design:** Develop a single line drawing to show the conceptual layout, site plans, functional relationships to the building systems or services.

D) **Design Development:** Develop schematic drawings into drawings and specifications that definitely indicate the layout, shows all physical improvements, items to be demolished, replaced or relocated, elevations and all dimensional requirements of the project, and sufficient detail to establish equipment, building materials, services or systems. Prepare project cost estimate for use in project budgeting and establishing the design construction cost budget amount.

E) **Construction Documents:** Provide construction documents that fully describe all improvements and integrate all involved disciplines. These
documents will be developed in successive stages of complexity until final completion. The document deliverables shall be at 30%, 60%, 90% and 100% completion. These documents deliverables shall be of sufficient detail and completeness to obtain all required permits and approvals from governing authorities, and obtain reasonable cost proposals from other contractors.

F) Technical Specifications: Construction documents are composed of drawings and written specifications in the Construction specifications Institute (CSI) format. Technical Specification information shall not be placed on the drawings. Technical Specifications shall include all applicable sections of the Owner’s Division 1 – General Requirements. Where brand names or manufacturers names are used, at least three shall be listed. Where three names cannot be listed, use the phrase “or acceptable equal”.

G) Cost Estimating Services: Provide a line item cost estimate at appropriate intervals such as 60% and 100% Construction Documents. Carefully note all assumptions and or exclusions. Clearly identify the materials, long-lead delivery items, overhead and profit and contingency allowance. Note whether the estimate is current or applies to a future date. The LIBRARY may obtain independent cost estimates separate from this Contract. If, in the LIBRARY’s opinion, there is a significant difference between the FIRM’s estimate and the independent cost estimator, the FIRM shall be required to reconcile the estimate with the independent cost estimator.

H) Value Engineering: Review project programs, schematic drawings, design development documents and construction documents prepared by the FIRM, or by others and provide recommendations for alternative designs, building systems, materials, equipment, etc., including cost estimates of alternatives that would reduce the anticipated construction cost without adversely impacting the functional or operational features and requirements of the project.

I) Code Compliance: The FIRM shall be responsible for ensuring that all construction documents are in compliance with all applicable building codes and other requirements of governing authorities. Nothing contained in information provided by the LIBRARY shall be interpreted as a deliberate violation of any code or other lawful requirement. The FIRM shall during the initial stage of design development physically inspect the areas of the building for code deficiencies that may affect the project cost and schedule. The FIRM shall provide in writing to the LIBRARY his findings on any building code deficiencies that may affect the project budget and schedule prior to development of construction documents. These findings should include costs and duration.

J) LIBRARY Approval: All deliverables require approval before proceeding to the next level of development. Such approval will be issued by the LIBRARY in writing, and may contain modifications to the contract documents that must be made prior to the next deliverable.
K) Reproductions: Provide all required reproductions of documents for intermediate deliverables, permitting agencies and Contractor usage. For bidding purposes, the FIRM may use an allowance of Ten (10) sets of construction documents. These will be reimbursable costs. The LIBRARY will pay for all sets of documents required for bidding in excess of that amount. The FIRM shall provide to the LIBRARY CD-ROM’s that include PDF files of final design plans and specifications.

L) Permits: The CONSULTANT shall prepare and submit applications, construction drawings and specifications, and related support documentation to all agencies having jurisdiction over the permitting or approval of the project. The CONSULTANT shall pay all submittal, application and review fees required to process construction documents and obtain approval from agencies having jurisdiction over the project. Said application and review fees will be a reimbursable cost. This will be a contingency figure. Prepare written responses to and participate in the resolution of questions or issues during the review of the construction documents by any agency having jurisdiction for permitting or approval of the project. The LIBRARY shall pay all costs that are specifically designated as impact fees. The Contractor shall pay for the cost of obtaining the building permit and other permits directly related to construction activities and inspections. Said permits and inspection fees will be a reimbursable cost.

M) Bidding: The FIRM shall prepare and submit the required number of drawings and specifications for inclusion with the LIBRARY’s bidding documents for use by the LIBRARY in administering the bidding process. The FIRM will also provide the LIBRARY with one unbound set of technical specifications, and the required number of CD-ROM’s that include the plans and technical specifications in PDF format. The FIRM will attend and participate in the pre-bid conference, answer questions from bidders, prepare addenda to the bidding documents and evaluate Contractor bid proposals. The LIBRARY shall advertise for bids, distribute bidding documents, maintain a log of bidders, conduct the pre-bid conference, receive and validate bid proposals, publish bidding results, and select a Contractor for award.

N) Construction Contract Administration: The FIRM shall assist the LIBRARY’s project management personnel in ensuring that the contracted construction work is performed and completed in accordance with the requirements of the construction contract. The FIRM will be required to perform, but not limited to the following services:

1) Pre-Construction Meeting: Attend pre-construction meeting and answer questions from the Contractor and Sub-Contractors. Record meeting minutes and distributes to all attendees. The LIBRARY shall conduct the meeting, schedule the “Notice to Proceed” date and issue the “Notice to Proceed” letter to be signed by the Contractor.

2) Construction Progress Meetings: Attend regularly scheduled construction progress meetings during the course of construction. Answer questions and
resolve construction issues. Record meeting minutes and distributes to all attendees. The LIBRARY shall conduct the meeting.

3) Construction Observations (separate from construction progress meetings): Conduct periodic construction observations to verify the quantity and quality of work. Each construction observation will include appropriate Sub-Consultants and be documented in a Construction Observation Report.

4) Contractor Submittals and RFIs: Review and process Contractor submittals and respond in writing to all Contractor RFIs. All approved Contractors submittals shall bear the FIRM’s stamp and are delivered to the LIBRARY at Substantial Completion.

5) Contractor’s Application for Payment: Review and approve all applications for payment. The FIRM shall recommend an appropriate value for the current stage of construction and sign the application for payment.

6) Contractor Change Orders and Claims: Review all Contractor Change Orders and Claims and recommend an appropriate value and course of action.

7) Commissioning of Building Systems: Review start-up and in-service procedures of building systems with Contractor and attend start-up of building systems. Record results of building system start-up. Submit in writing the results of the building system start-up to LIBRARY.

8) Substantial Completion and Final Completion: Attend the Substantial Completion Inspection and Final Completion Inspection. Arrange for all Sub-Consultants to attend and inspect their respective work. Assist the LIBRARY in verifying the completion of the Construction Contract, and preparing a punch list of items to be corrected by the Contractor. The FIRM shall provide a recommendation for Substantial Completion and Final Completion. The LIBRARY will provide the Certificate of Substantial Completion.

9) Record Drawings: Provide a minimum of two sets of record drawings full size and two half sizes and a CD-ROM of the record drawings and technical specifications prior to final completion inspection. The record drawings will be developed from the contractor’s as-built drawings. Record drawings are part of the project closeout documents.

10) Warranty Inspection: Attend the one-year warranty inspection and assist the LIBRARY in identifying defective materials and or installation.

11) Construction Management: The LIBRARY may request the FIRM to manage a project under this contract during the construction phase. The FIRM will be under the direction of the LIBRARY’s project management personnel and will be the LIBRARY’s Project Representative. The FIRM may be assigned a project to manage under this contract after the LIBRARY has
selected a contractor to perform and complete the work described in the contract documents. The SERVICES the FIRM will provide but not limited to, be the services listed under Item “N" - “Construction Contract Administration”.

12) Project Summary: After completion of each project, the LIBRARY will request FIRM to prepare a “Lessons-learned Report” for each phase of the project that summarizes the strengths, weaknesses, pitfalls and provide ideas for improvements to future LIBRARY projects. This report should be reviewed and discussed with the LIBRARY prior to finalizing the report. It will become part of the project records.
Exhibit B - Rates

Orange County Library District
Architectural and Civil Design Services
Continuing Contract Number OCLS-19-005-B
Billable Rate Sheet

Architect: KMF Architects
Contact: Eric Kleinsteuber
Address: 1401 Edgewater Drive, Orlando, FL 32804
Telephone: 407.298.1988

The following chart reflects our Billable Hourly Rate for each specified Position/Category we will provide under contract OCLS-10-005-B. Said Billable Rates are all inclusive of general overhead, profit and other such costs for providing personnel related to this contract. These rates will be effective for the initial three (3) year contract term and will be revisited at the renewal period.

<table>
<thead>
<tr>
<th>Line</th>
<th>Position / Category</th>
<th>Billable Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Principal / Design Director</td>
<td>$180</td>
</tr>
<tr>
<td>2</td>
<td>Senior Architect / Project Manager</td>
<td>$135</td>
</tr>
<tr>
<td>3</td>
<td>Project Architect / Technician</td>
<td>$110</td>
</tr>
<tr>
<td>4</td>
<td>Technical Production / Intern</td>
<td>$80</td>
</tr>
<tr>
<td>5</td>
<td>Office Administration</td>
<td>$55</td>
</tr>
</tbody>
</table>

Signature of Company Officer: ___________________________ Date: 10.10.19

Printed Name of Company Officer: Eric Kleinsteuber, AIA

Title of Company Officer: Principal

If for Sub-Consultant, Architectural Firm review and approval of Billable Hourly Rate is required below.

Signature of Architectural Firm Officer: ___________________________

Printed Name of Architectural Firm Officer: ___________________________ Date: ____________________
Exhibit B - Rates

Orange County Library District
Architectural and Civil Design Services
Continuing Contract Number OCLS-19-005-B
Reimbursable Rate Sheet

Architect: KMF Architects
Sub-Consultant Name: Eric Kleinsteuber
Contact: Eric Kleinsteuber
Address: 1401 Edgewater Drive, Orlando, FL 32804
Telephone: 407.298.1988

The following chart reflects our Billable Reimbursable Rate for each specified Reimbursable Item we will provide under contract OCLS-19-005-B. Said Billable Rates are all inclusive of general overhead, profit and other such costs for providing these non-personnel related items to this contract. These rates will be effective for the initial three (3) year contract term and will be revisited at the renewal period.

<table>
<thead>
<tr>
<th>Line</th>
<th>Reimbursable Item</th>
<th>Billable Unit</th>
<th>Billable Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CAD Plotting</td>
<td>sf</td>
<td>$0.45</td>
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<tr>
<td>2</td>
<td>B&amp;W Copies 8.5x11</td>
<td>Each</td>
<td>$0.065</td>
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<tr>
<td>3</td>
<td>B&amp;W Copies 11x17</td>
<td>Each</td>
<td>$0.25</td>
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<td>4</td>
<td>Color Copies 8.5x11</td>
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<td>5</td>
<td>Color Copies 11x17</td>
<td>Each</td>
<td>$1.9</td>
</tr>
<tr>
<td>6</td>
<td>Shipping – All Services</td>
<td>Actual</td>
<td>Actual Cost plus $1 plus 10%</td>
</tr>
<tr>
<td>7</td>
<td>Any Fees (Permitting Etc)</td>
<td>Actual</td>
<td>Actual Cost plus 10%</td>
</tr>
<tr>
<td>8</td>
<td>Mileage</td>
<td>Mile</td>
<td>USP5 Rate at time of trip</td>
</tr>
<tr>
<td>9</td>
<td>Other</td>
<td>Client Approved</td>
<td>Actual Cost plus 10%</td>
</tr>
</tbody>
</table>

Signature of Company Officer: ___________________________ Date: 10.10.19

Printed Name of Company Officer: ___________________________

Title of Company Officer: ___________________________

If for Sub-Consultant, Architectural Firm review and approval of Billable Reimbursable Rate is required.

Signature of Architectural Firm Officer: ___________________________

Printed Name of Architectural Firm Officer: ___________________________ Date: _____________
Exhibit B - Rates

Orange County Library District
Architectural and Civil Design Services
Continuing Contract Number OCLS-19-005-B
Billable Rate Sheet

Architect: KMF Architects
Sub-Consultant Name: Tri³ Civil Engineering Design Studio, Inc.
Contact: Constance D. Silver, PE, LEED AP
Address: PO Box 520062, Longwood FL 32752
Telephone: (407) 488-9456

The following chart reflects our Billable Hourly Rate for each specified Position/Category we will provide under contract OCLS-10-005-B. Said Billable Rates are all inclusive of general overhead, profit and other such costs for providing personnel related to this contract. These rates will be effective for the initial three (3) year contract term and will be revisited at the renewal period.

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<tr>
<th>Line</th>
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<th>Billable Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Principal Engineer</td>
<td>$151.00</td>
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<td>2</td>
<td>Project Manager</td>
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</tr>
<tr>
<td>3</td>
<td>Project Engineer</td>
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<tr>
<td>4</td>
<td>Cad Tech</td>
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<td>5</td>
<td>Clerical</td>
<td>$47.00</td>
</tr>
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<td>6</td>
<td></td>
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<td>7</td>
<td></td>
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<td></td>
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<tr>
<td>12</td>
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<td></td>
</tr>
</tbody>
</table>

Signature of Company Officer: ___________________________ Date: 10/02/19
Printed Name of Company Officer: Constance D. Silver, PE, LEED AP

Title of Company Officer: President, Tri³ Civil Engineering Design Studio, Inc.

If for Sub-Consultant, Architectural Firm review and approval of Billable Hourly Rate is required below.

Signature of Architectural Firm Officer: ___________________________ Date: 10/10/19
Printed Name of Architectural Firm Officer: Eric Klewsterper
Exhibit B - Rates

Orange County Library District
Architectural and Civil Design Services
Continuing Contract Number OCLS-19-005-B
Reimbursable Rate Sheet

Architect: KMF Architects
Sub-Consultant Name: Tri3 Civil Engineering Design Studio, Inc.
Contact: Constance D. Silver, PE, LEED AP
Address: PO Box 520062, Longwood Florida
Telephone: (407) 488-9456

The following chart reflects our Billable Reimbursable Rate for each specified Reimbursable Item we will provide under contract OCLS-19-005-B. Said Billable Rates are all inclusive of general overhead, profit and other such costs for providing these non-personnel related items to this contract. These rates will be effective for the initial three (3) year contract term and will be revisited at the renewal period.

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<tbody>
<tr>
<td>1</td>
<td>Blue Printing</td>
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<td>At Cost</td>
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<td>2</td>
<td>Mileage</td>
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<td>Courier Services</td>
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<td>At Cost</td>
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<tr>
<td>4</td>
<td></td>
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<td></td>
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<td>5</td>
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<td>12</td>
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</tr>
</tbody>
</table>

Signature of Company Officer: ___________________________ Date: 10/02/19

Printed Name of Company Officer: Constance D. Silver, PE, LEED AP

Title of Company Officer: President, Tri3 Civil Engineering Design Studio, Inc.

If for Sub-Consultant, Architectural Firm review and approval of Billable Reimbursable Rate is required.

Signature of Architectural Firm Officer: ___________________________ Date: 10/10/19

Printed Name of Architectural Firm Officer: Eric Klein

Date: 10/10/19
CONTRACT OCLS-Y19-005-C

THIS CONTRACT made and entered into this ______ day of November 2019, by and between the:

Orange County Library System
101 East Central Blvd
Orlando, Florida 32801

a special independent taxing district of the State of Florida, hereinafter referred to as “LIBRARY” and:

Song & Associates, Inc.
1545 Centrepark Drive North
West Palm Beach, FL 33401
FEDERAL I. D. # 65-0848859

hereinafter referred to as “CONSULTANT”.

RECITALS

WHEREAS, the LIBRARY desires to retain Continuing Architectural and Civil Engineering Design services for the OCLS Main Library and it’s 15 Branch locations. (“SERVICES”). The type and scope of SERVICES to be performed by CONSULTANT are described in Exhibit “A”, Scope of Services, which is attached to this Contract, and incorporated by reference herein.

WHEREAS, the LIBRARY desires to engage the CONSULTANT in connection with the SERVICES required, upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of obtaining of performing such SERVICES upon said terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

I. SCOPE OF SERVICES

A. Authorization of SERVICES for Each Project: As the LIBRARY generates individual projects, the CONSULTANT will be provided with a Scope of Work statement for the particular project. This statement will provide the basis for the CONSULTANT and the LIBRARY’s Project Manager to mutually develop a clearly defined comprehensive Scope of Services. On the basis of the Scope of Services, the CONSULTANT will prepare and submit for the LIBRARY’s consideration a detailed proposal covering the scope, schedule and cost of the professional SERVICES and any other related costs. The proposal will itemize the hours and tasks to be performed for the SERVICES using the negotiated hourly rates attached as Exhibit “B” to calculate the proposed fee for the SERVICES. The LIBRARY will review and negotiate the proposal, schedule, and fee with the CONSULTANT. After mutual agreement on the proposal, schedule, and fee, a purchase order will be generated (“Purchase Order”) and a “Notice to Proceed” letter will be issued by the LIBRARY, giving authorization to the CONSULTANT to proceed with performing and completing the agreed to SERVICES.
B. **Performance of Services.** The CONSULTANT shall diligently and in a timely manner perform the SERVICES for the LIBRARY in accordance with the terms of the approved Purchase Order.

II. **PAYMENT**

A. **FEES:** The LIBRARY agrees to pay the CONSULTANT for the SERVICES described in the approved Purchase Orders as set forth herein and in the Purchase Order.

B. **PAYMENTS:** The LIBRARY shall pay the CONSULTANT in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

Progress payments shall be due and payable monthly in proportion to the percentage of SERVICES approved and accepted, in writing, by the LIBRARY. All invoices shall be prepared in the format prescribed by the LIBRARY. When an invoice includes charges from a sub-consultant, the sub-consultant’s invoice/backup shall accompany the CONSULTANT’S invoice. A separate Pay Item Breakdown sheet for the CONSULTANT and each sub-consultant shall accompany each invoice. The CONSULTANT’S Pay Item Breakdown sheet shall include, in aggregate, the CONSULTANT’S and sub-consultant’s pay items. All requests for payment must be accompanied by a narrative description of the scope of SERVICES performed by the CONSULTANT and sub-consultants during the period covered by the invoice. The narrative shall also describe the SERVICES anticipated to be performed during the next billing period.

C. **SUSPENSION OF PROGRESS PAYMENTS BY LIBRARY:** In the event the CONSULTANT falls fifteen (15%) percent behind the Project completion schedule set forth in a Purchase Order, no further progress payments will be made until the CONSULTANT brings the SERVICES back on schedule or a revised schedule is submitted and approved or until all SERVICES in the Purchase Order have been completed and accepted by the LIBRARY.

D. **PAYMENT IN EVENT OF TERMINATION BY LIBRARY:** In the event this Contract is terminated or canceled prior to completion, payment shall be made in accordance with the provisions of Article VII.

E. **CHANGES WITHIN SCOPE; ALLOWANCE OF ADDITIONAL COMPENSATION:** If instructed to do so in writing by the LIBRARY, the CONSULTANT shall change or revise SERVICES that have been performed, and if such SERVICES are not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. In all disputes arising over the right to additional compensation, the LIBRARY shall determine whether substantial acceptable SERVICES have been done on documents such that changes, revisions or preparation of additional documents should result in additional compensation to the CONSULTANT. The CONSULTANT’s proposals for additional compensation shall be based on the hourly rate schedule set forth in Exhibit “B”. A written modification to the Contract shall be executed by both parties to reflect the additional SERVICES and cost of same, prior to commencement of performance of any additional SERVICES.
F. **TRAVEL AND PER DIEM**: Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statute.

G. **FEE LIMITATION CLAUSE**: The CONSULTANT shall utilize the same hourly rates as set forth in Exhibit “B” in fee negotiations for all projects, except as provided by Article II, paragraph H, Price Adjustment. The number of hours required to complete each project shall be negotiated at such time as the LIBRARY initiates fee negotiations for that project.

H. **PRICE ADJUSTMENT**

Written request for an hourly rates adjustment may be made only under the following conditions:

a. If a project specific contract’s performance period exceeds three (3) years a price adjustment may be requested not more than sixty (60) days after the end of the three (3) year period and for each annual period thereafter or for the remaining period of the contract if less than one (1) year.

b. For continuing contracts with a performance period that exceeds three (3) years, an adjustment may be requested not more than sixty (60) days after the end of three (3) years.

c. Retroactive requests for price adjustments will not be considered.

The provisions of this clause shall not apply to contracts with fees based on ranges. Retroactive requests for price adjustments will not be considered.

Any request for a price adjustment will be subject to negotiation and must be approved by the LIBRARY Chief Financial Officer. Any request for such increase shall be supported by adequate justification to include Consumer Price Index (CPI) documentation. The CPI documentation shall be based on the All Items, CPI-U, U.S. City Average, not seasonally adjusted index. The prevailing CPI in the month when the contract was executed by the LIBRARY shall be the base period from which changes in the CPI will be measured for the initial request for a price adjustment. Any subsequent requests for a price adjustment shall be based on the CPI prevailing in the month when an amendment effecting a previous price adjustment was executed by the LIBRARY.

The maximum allowable increase shall not exceed the percent change in the CPI from the base period (either the month when the contract was executed by the LIBRARY or the month when an amendment effecting a price adjustment was executed by the LIBRARY) to the CPI prevailing at time of request for a price adjustment and in no case shall it exceed 3%. Any price adjustment shall only be effective upon the execution of a written amendment to the contract executed by both parties.
III. DESIGN WITHIN STATUTORY LIMITATIONS

A. The CONSULTANT shall accomplish the SERVICES required under this Contract, when applicable, so as to permit the award of a construction contract (using standard LIBRARY procedures for the construction of the facilities) at a price that does not exceed the estimated construction contract price if set forth in the Purchase Order and in no event in excess of the limits as set forth in paragraph C below. When bids or proposals for the construction contracts are received that exceed the aforesaid limits, the CONSULTANT shall perform such redesign and other SERVICES as are necessary to permit contract award within the aforesaid limitations at no additional cost to the LIBRARY and such SERVICES shall not be considered additional SERVICES. These additional SERVICES shall be performed at no increase in the price of the respective Purchase Order. However, CONSULTANT shall not be required to perform such additional SERVICES at no cost to the LIBRARY if the unfavorable bids or proposals result from conditions beyond CONSULTANT’S reasonable control. LIBRARY shall exercise reasonable commercial judgment in making the controlling determinations as to whether such conditions are within the reasonable control of the CONSULTANT.

B. The CONSULTANT will promptly advise the LIBRARY if it finds that the project being designed will exceed or is likely to exceed the limitations set forth herein and it is unable to design a usable facility within those limitations. Upon receipt of such information, the LIBRARY will review the CONSULTANT’S revised estimate of construction cost. The LIBRARY may, if it determines that the estimated construction contract price set forth in this Contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in the Purchase Order, or the LIBRARY may adjust such estimated construction contract price via amendment to this Contract, but in no event to exceed the limits of paragraph C below. When bids or proposals are not solicited or are unreasonably delayed, the LIBRARY shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the limitations set forth herein.

C. The estimated construction contract price for each project will vary, will be set forth in the respective Purchase Order, and will be subject to F.S. 287.055 limitations. The estimated construction cost for any project under this contract shall not exceed $2,000,000. Each Purchase Order shall specifically indicate the project’s estimated construction cost. Purchase Orders issued for study activities shall not exceed $200,000.

D. THE CONSULTANT and its subsidiaries, sub-contractors or affiliates who designed the project shall be ineligible for the award of the construction contract for that project.

IV. RESPONSIBILITY OF THE CONSULTANT

A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other SERVICES furnished by the CONSULTANT under this Contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other SERVICES.
B. The Project Manager and Project Architect can be the same person or can be two (2) different individuals. If the Project Manager and the Project Architect are the same person, then they must be currently employed by the FIRM and must be a Professional Architect registered in the State of Florida. If the Project Manager and Project Architect are two (2) different individuals, then the Project Manager must be currently employed by the FIRM, and at least one must be a Professional Architect registered in the State of Florida.

C. Substitution of the Project Manager, Project Architect or Other Key Personnel: The CONSULTANT shall not substitute any key personnel without the prior written approval of the LIBRARY Chief Financial Officer. Any such requests shall be supported by comprehensive documentation outlining the reason(s) for the proposed substitution to include the specific qualifications of the proposed substitute. Approval of the request shall be at the discretion of the LIBRARY. Further, the LIBRARY, in lieu of approving a substitution, may initiate other actions under the contract, including termination.

D. Neither the LIBRARY’S review, approval or acceptance of, nor payment for, the SERVICES required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LIBRARY in accordance with applicable law for all damages suffered directly or indirectly by the LIBRARY caused by the CONSULTANT’S negligent performance of any of the SERVICES furnished under this Contract. The rights and remedies of the LIBRARY provided for under this Contract are in addition to any other rights and remedies provided by law.

E. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

F. The LIBRARY may require in writing that the CONSULTANT remove from any project any of the CONSULTANT’S or sub-consultant(s) personnel that the LIBRARY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in Contract Amount or Contract Time based on the LIBRARY’s use of this provision will be valid. CONSULTANT and their sub-consultant(s) shall indemnify and hold the LIBRARY harmless from and against any claim by CONSULTANT’S or sub-consultant(s) personnel on account of the use of this provision.

G. The LIBRARY will provide the CONSULTANT and their sub-consultant(s) a copy of the LIBRARY’s Rules of Conduct, which will apply to the CONSULTANT and their subconsultant(s) personnel while on the LIBRARY’s own or leased property.

H. CONSULTANT shall coordinate its SERVICES with the services performed by the LIBRARY’s other consultants, such as the MEP, fire protection, and structural engineering firms engaged by Library for the various projects.

V. LIBRARY’S RIGHTS AND RESPONSIBILITIES

The LIBRARY shall:

A. Furnish the CONSULTANT with existing data, plans, profiles, and other information necessary or useful in connection with the planning of the program that is available in the
LIBRARY’S files, all of which shall be and remain the property of the LIBRARY and shall be returned to the LIBRARY upon completion of the SERVICES to be performed by the CONSULTANT.

B. Make LIBRARY personnel available on a time-permitting basis, where required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely within the discretion of the LIBRARY.

VI. LIBRARY’S DESIGNATED REPRESENTATIVE

It is understood and agreed that the LIBRARY designates the LIBRARY’s Facility and Operations Department Head, or designated representative, to represent the LIBRARY in all technical matters pertaining to and arising from the work and performance of this Contract. The LIBRARY’s Facility and Operations Department Head, or designated representative, shall have the following responsibilities:

A. Examination of all reports, sketches, drawings, estimates, Proposals, and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the LIBRARY’S approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.

B. Transmission of instructions, receipt of information, and interpretation and definition of LIBRARY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract. Prompt written notice by the LIBRARY to the CONSULTANT whenever the LIBRARY observes, or otherwise becomes aware of, any defects or changes necessary in the Project.

VII. TERMINATION OF CONTRACT

A. TERM: The term of this Contract shall be for an period of three (3) years (“Initial Term”). The Initial Term may be extended upon mutual written agreement of both parties for two (2) additional one (1) year terms (“Extension Term(s)”). This Contract shall terminate at the expiration of the Initial Term and at the end of each Extension Term if not extended.

B. TERMINATION FOR DEFAULT:

The LIBRARY may, by written notice to the CONSULTANT, terminate this contract for default in whole or in part (task authorizations, if applicable) if the CONSULTANT fails to:

1. provide products or SERVICES that comply with the specifications herein or fails to meet the LIBRARY’S performance standards
2. deliver the supplies or to perform the SERVICES within the time specified in this contract or any extension.

3. make progress so as to endanger performance of this Contract

4. perform any of the other provisions of this Contract.

Prior to termination for default, the LIBRARY will provide adequate written notice to the CONSULTANT through the LIBRARY’s Chief Financial Officer, affording CONSULTANT the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) calendar days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONSULTANT. The CONSULTANT shall be liable for any damage to the LIBRARY resulting from the CONSULTANT’s default of the Contract. This liability includes any increased costs incurred by the LIBRARY in completing contract performance.

In the event of termination by the LIBRARY for any cause, the CONSULTANT will have, in no event, any claim against the LIBRARY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the LIBRARY the CONSULTANT shall:

- Stop all work and SERVICES on the date and to the extent specified.
- Terminate and settle all orders and sub-contracts relating to the performance of the terminated work and SERVICES
- Transfer all work and SERVICES in process, completed work and SERVICES, and other materials related to the terminated work and SERVICES as directed by the LIBRARY.
- Continue and complete all parts of that work and SERVICES that have not been terminated.

If the CONSULTANT’S failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the CONSULTANT, the Contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. TERMINATION FOR CONVENIENCE:

The LIBRARY, by written notice, may terminate this Contract, in whole or in part, when it is in the LIBRARY’s interest for convenience. If this Contract is terminated for convenience, the LIBRARY shall be liable only for goods or SERVICES properly delivered and accepted. The LIBRARY’s Notice of Termination for convenience shall provide the CONSULTANT seven (7) days prior notice before it becomes effective. A termination for convenience may apply to individual Purchase Orders or to the Contract in its entirety.
C.  **PAYMENT IN EVENT OF TERMINATION:**

If this Contract is terminated before performance is completed, the CONSULTANT’s sole and exclusive remedy is payment for SERVICES performed, and CONSULTANT shall be only paid for the SERVICES satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount that is the same percentage of the Contract price as the amount of SERVICES satisfactorily completed is a percentage of the total SERVICES called for by the Purchase Orders and this Contract. Any additional costs incurred by the LIBRARY as a result of such termination shall be deducted from the amount due the CONSULTANT, in the event the Contract termination is for cause as described herein.

**VIII.  TERMINATION NOTICE**

The LIBRARY’s Chief Financial Officer shall issue any and all notices involving termination of this contract.

**IX.  INDEMNITY/INSURANCE AND SAFETY REQUIREMENTS**

CONSULTANT agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the LIBRARY’s review or acceptance of insurance maintained by CONSULTANT is not intended to and shall not in any manner limit or qualify the liabilities assumed by CONSULTANT under this contract. CONSULTANT is required to maintain any coverage required by federal and state workers’ compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The CONSULTANT shall require that each of its sub-consultants providing SERVICES hereunder (if any) procures and maintains until the completion of their respective SERVICES, insurance of the types and to the limits specified herein. CONSULTANT will maintain a copy of the Certificate of Insurance (COI) in their files and will provide a copy of the initial COI and updated/current COI's to the LIBRARY.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better. *(Note: State licenses can be checked via www.flor.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)*

- **Required Liability Coverage:**
  - Commercial General Liability - The CONSULTANT shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than $1,000,000 per occurrence. CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or
Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

- **Required Liability Endorsements:**
  - Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents. Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
  - Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent. Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

- **Required Automotive Coverage:**
  - Business Automobile Liability - The CONSULTANT shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than $500,000 (five hundred thousand dollars) per accident. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

- **Required Automotive Endorsements:**
  - MCS-90- for operations governed by the Sections 29 & 30 of the Motor Carrier Act of 1980

- **Required Workers’ Compensation Coverage:**
  - Workers’ Compensation - The CONSULTANT shall maintain coverage for its employees with statutory workers’ compensation limits, and no less than $100,000 each incident of bodily injury or disease for Employers’ Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any CONSULTANT using an employee leasing company shall complete the Leased Employee Affidavit.

- **Required Workers’ Compensation Endorsements:**
  - Waiver of Subrogation- WC 00 03 13 or its equivalent

- **Required Professional Liability Coverage:**
  - Professional Liability- with a limit of not less than $1,000,000 per occurrence/claim
When a self-insured retention or deductible exceeds $50,000 the LIBRARY reserves the right to request a copy of CONSULTANT most recent annual report or audited financial statement. For policies written on a “Claims-Made” basis the CONSULTANT agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the CONSULTANT agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage.

By entering into this contract CONSULTANT agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the LIBRARY for the workers’ compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the CONSULTANT to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/SERVICES provided under this Contract the CONSULTANT shall provide the LIBRARY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the CONSULTANT shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the LIBRARY Board of Trustees.

CONSULTANT shall submit insurance renewal certificates annually to the LIBRARY and immediately upon request by either the LIBRARY or the LIBRARY’s contracted certificate compliance management firm. The certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. CONSULTANT shall notify the LIBRARY not less than thirty (30) business days (ten [10] business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The CONSULTANT shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the LIBRARY or its certificate management representative five (5) business days prior to the effective date of the replacement policy(ies).

The certificate holder shall read:

Orange County Library Board of Trustees  
c/o Chief Financial Officer 101  
East Central Blvd  
Orlando, Florida 32801

INDEMNIFICATION - CONSULTANTS:

The CONSULTANT to the extent permitted in Section 725.08, Florida Statutes shall indemnify and hold harmless the LIBRARY and its officers and employees from liabilities damages, losses, and costs (including attorney’s fees) to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and persons employed or utilized by the CONSULTANT in the performance of this Contract. The remedy provided to the LIBRARY by this
paragraph shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise and shall survive the termination of this Contract.

SAFETY AND PROTECTION OF PROPERTY (for SERVICES provided on the premises of LIBRARY)

The CONSULTANT shall at all times:

- Initiate, maintain and supervise all safety precautions and programs in connection with its SERVICES or performance of its operations under this Contract.

- Take all reasonable precautions to prevent injury to CONSULTANT employees, LIBRARY employees. LIBRARY attendees and all other persons affected by their operations.

- Take all reasonable precautions to prevent damage or loss to property of LIBRARY, or of other vendors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.

- Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:
  - Occupational Safety and Health Act (OSHA)
  - National Institute for Occupational Safety & Health (NIOSH)
  - National Fire Protection Association (NFPA)
  - American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)

X.

TRUTH IN NEGOTIATION AND MAINTENANCE AND EXAMINATION OF RECORDS

A. The CONSULTANT hereby represents, covenants and warrants that wage rates and other factual unit costs supporting the compensation provided for in this Contract are accurate, complete and current as of the date of contracting. It is further agreed that the Contract price shall be adjusted to exclude any amounts where the LIBRARY determines the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

B. The CONSULTANT shall keep adequate records and supporting documents applicable to this Contract. Said records and documentation shall be retained by the CONSULTANT for a minimum of five (5) years from the date of final payment on this contract. If any litigation, claim or audit is commenced prior to the expiration of the five (5) year period, the records shall be maintained until all litigation, claims or audit findings involving the records have been resolved.

C. If applicable, time records and cost data shall be maintained in accordance with generally accepted accounting principles.
This includes full disclosure of all transactions associated with the contract. Also, if applicable, all financial information and data necessary to determine overhead rates in accordance with Federal and State regulatory agencies and the contract shall be maintained.

D. CONSULTANT’s “records and supporting documents” as referred to in this Contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, invoices, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the LIBRARY’s judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract document.

Such records and documents shall include (hard copy, as well as computer readable data, written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating worksheets; correspondence; change order files (including pricing data used to price change proposals and documentation covering negotiated settlements); back-charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other CONSULTANT records which may have a bearing on matters of interest to the LIBRARY in connection with the CONSULTANT’s dealings with the LIBRARY (all foregoing hereinafter referred to as “records and supporting documents”) to the extent necessary to adequately permit evaluation and verification of:

1) CONSULTANT compliance with contract requirements; or
2) Compliance with provisions for pricing change orders; or
3) Compliance with provisions for pricing invoices; or
4) Compliance with provisions regarding pricing of claims submitted by the CONSULTANT or his payees; or
5) Compliance with the LIBRARY’s business ethics; or
6) Compliance with applicable state statutes and LIBRARY Ordinances/Regulations.

E. Records and documents subject to audit shall also include those records and documents necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Contract. In those situations where CONSULTANT’s records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), CONSULTANT agrees to provide the LIBRARY’s representatives with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats.

F. The LIBRARY and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the LIBRARY deems necessary throughout the term of this contract and for a period of five (5) years after final payment. Such activity shall be conducted during normal business working hours. The LIBRARY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying.
G. The LIBRARY, during the period of time defined by the preceding paragraph, shall have the right to obtain a copy of and otherwise inspect any audit made at the direction of the CONSULTANT as concerns the aforesaid records and documentation.

H. Records and documentation shall be made accessible at the CONSULTANT’s local place of business. If the records are unavailable locally, it shall be the CONSULTANT’s responsibility to ensure that all required records are provided at the CONSULTANT’s expense including payment of travel and maintenance costs incurred by the LIBRARY’s authorized representatives or designees in accessing records maintained out of the LIBRARY. The direct costs of copying records, excluding any overhead cost, shall be at the LIBRARY’s expense.

I. CONSULTANT shall require all payees (examples of payees include sub-consultants, insurance agents, material suppliers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between CONSULTANT and payee. Such requirements include a flow-down right of audit provisions in contracts with payees, which shall also apply to sub-consultants and sub-sub consultants, material suppliers, etc. CONSULTANT shall cooperate fully and shall cause all aforementioned parties and all of CONSULTANT’s sub-consultants (including those entering into lump sum sub-contracts and lump sum major material purchase orders) to cooperate fully in furnishing or in making available to the LIBRARY from time to time whenever requested in an expeditious manner any and all such records, documents, information, materials and data.

J. The LIBRARY’s authorized representatives or designees shall have reasonable access to the CONSULTANT’s facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall have adequate and appropriate work space, in order to conduct audits in compliance with this article.

K. Even after a change order proposal has been approved, CONSULTANT agrees that if the LIBRARY later determines the cost and pricing data submitted was inaccurate, incomplete, not current or not in compliance with the terms of the Contract regarding pricing of change orders, then an appropriate contract price reduction will be made. Such post-approval contract price adjustment will apply to all levels of Consultants and/or sub-consultants and to all types of change order proposals specifically including lump sum change orders, unit price change orders, and cost-plus change orders.

L. If an audit inspection or examination by the LIBRARY, or its designee, in accordance with this article discloses overpricing or overcharges (of any nature) by the CONSULTANT to the LIBRARY in excess of one-half of one percent (0.5%) of the total contract billings, the reasonable actual cost of the LIBRARY’s audit shall be reimbursed to the LIBRARY by the CONSULTANT. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the CONSULTANT’s invoices and/or records and supporting documents shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the LIBRARY’s findings to the CONSULTANT.
XI. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the CONSULTANT in connection with its SERVICES hereunder and are the property of the LIBRARY upon acceptance of same by the LIBRARY.

XII. WORK COMMENCEMENT/PROGRESS/DELAYS

A. COMMENCEMENT AND TERM OF JOB: The SERVICES to be rendered by the CONSULTANT shall be commenced subsequent to the execution of this Contract and upon written notice to proceed from the LIBRARY or designee for a specific project. SERVICES shall be completed within the time period agreed upon after Notice to Proceed.

B. JOB SEGMENT DEADLINES: A detailed segment completion schedule will be included in each Purchase Order. The purpose of this schedule is to:

1. Provide job segment deadlines for the CONSULTANT upon which the LIBRARY may rely;

2. Provide guidance for the LIBRARY in honoring the CONSULTANT’S monthly invoices for progress payments; and

3. Provide a framework against which the LIBRARY may suspend progress payments as provided in Article II C hereof.

C. CONFERENCES: The LIBRARY will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with representatives of the LIBRARY, or of other agencies interested in the Project on behalf of the LIBRARY. Either party to the Contract may request and be granted a conference.

D. DELAYS NOT FAULT OF CONSULTANT; DISCRETIONARY EXTENSIONS OF COMPLETION TIME BY LIBRARY: In the event there are delays on the part of the LIBRARY as to the approval of any of the drawings submitted by the CONSULTANT, or if there are delays occasioned by circumstance beyond the control of the CONSULTANT which delay the Project Schedule completion date, the LIBRARY may grant to the CONSULTANT, by “Letter of Approval of Project Schedule” an extension of the Contract time or revision to the Project Schedule, equal to the aforementioned delays, provided there are no changes in compensation or scope of SERVICES. It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient Contract time remains within which to complete SERVICES on the Project. In the event there have been delays which would affect the Project completion date, the CONSULTANT shall submit a written request to the LIBRARY which identifies the reason(s) for the delay and the amount of time related to each reason.

The LIBRARY will review the request and make a determination as to granting all or part of the requested extension.
E. **SUSPENSION OF SERVICES BY LIBRARY:**

1. **Right of LIBRARY to Suspend SERVICES and Order Resumption** – The performance of CONSULTANT’S SERVICES hereunder may be suspended by the LIBRARY at any time. However, in the event the LIBRARY suspends the performance of CONSULTANT’S SERVICES hereunder, it shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by CONSULTANT. The LIBRARY shall promptly pay to the CONSULTANT all fees which have become due and payable to the CONSULTANT prior to the effective date of such suspension. LIBRARY shall thereafter have no further obligation for payment to the CONSULTANT unless and until the LIBRARY notifies the CONSULTANT that the SERVICES of the CONSULTANT called for hereunder are to be resumed. Upon receipt of written notice from the LIBRARY that CONSULTANT’S SERVICES hereunder are to be resumed, CONSULTANT shall complete the SERVICES of CONSULTANT called for in any Purchase Order and this Contract and CONSULTANT shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to it under this Contract, same to be payable in the manner specified herein.

   In no event will the compensation or any part thereof become due or payable to CONSULTANT under this Contract unless and until CONSULTANT has attained that stage of SERVICES where the same would be due and payable to CONSULTANT under the provision of this Contract.

2. **Renegotiation by CONSULTANT; Right to Terminate** – If the aggregate time of the LIBRARY’S suspension or suspension of CONSULTANT’S SERVICES for a particular Purchase Order exceeds one hundred twenty (120) days, then CONSULTANT and LIBRARY shall, upon request of CONSULTANT, meet to assess the SERVICES remaining to be performed and the total fees paid to CONSULTANT hereunder. The parties shall then have the opportunity of negotiating a change in fees to be paid to the CONSULTANT for the balance of the SERVICES to be performed hereunder. No increase in fees to the CONSULTANT shall be allowed unless based upon clear and convincing evidence of an increase in CONSULTANT’S costs attributable to the aforesaid suspensions. If an increase in the CONSULTANT’S cost is demonstrated by clear and convincing evidence and the LIBRARY refuses to increase said fees, CONSULTANT may terminate this Contract by delivering written notice thereof to the LIBRARY within ten (10) days after the LIBRARY has given notice of its refusal to increase said fees.

**XIII. STANDARDS OF CONDUCT**

A. The CONSULTANT represents that he 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 he has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract.
B. The CONSULTANT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin in the performance of work under this Contract.

C. The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the CONSULTANT, or any interest in property which the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of this Contract will be immediately disclosed in writing to the LIBRARY. Violation of this section will be considered as justification for immediate termination of this Contract under the provisions of Article VII.

D. The CONSULTANT and its subsidiaries, sub-consultants or affiliates who designed the project, shall be ineligible for the award of the construction contract for that project.

XIV. ASSIGNABILITY; EMPLOYMENT OF SPECIALISTS

A. The CONSULTANT shall maintain an adequate and competent professional staff and may associate with such staff, professional specialists for the purpose of ensuring and enlarging its SERVICES hereunder, without additional cost to the LIBRARY. Should the CONSULTANT desire to utilize such specialists, the CONSULTANT is fully responsible for satisfactory completion of all work within the scope of this Contract.

B. The CONSULTANT shall be responsible for the integration of all specialists or outside professional work into the documents and for all payments to such specialists or subconsultants from the fee heretofore stated. SERVICES rendered by the CONSULTANT in connection with coordination of the SERVICES of the aforementioned personnel shall be considered within the scope of the basic Contract and no additional fee will be due the CONSULTANT for such SERVICES.

C. All final plans and documents prepared by the CONSULTANT must bear the endorsement of a person in the full employ of the CONSULTANT and be duly registered as a Professional Engineer/Architect in the State of Florida.

D. The CONSULTANT shall not assign any interest in this Contract and shall not transfer any interest in the same without prior written approval of the LIBRARY, provided that claims for the money due or to become due the CONSULTANT from the LIBRARY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the LIBRARY.
XV. INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY

A. The provisions of Florida Statute 768.28 applicable to LIBRARY apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the LIBRARY acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

B. No officer, employee or agent of the LIBRARY acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.

C. The LIBRARY shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

XVI. EQUAL OPPORTUNITY

The LIBRARY’s policies of equal opportunity and non-discrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified. It is also the LIBRARY policy that person(s) doing business with the LIBRARY shall recognize and comply with this policy and that the LIBRARY shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such:

A. The CONSULTANT shall adopt and maintain or provide evidence to the LIBRARY that CONSULTANT has adopted and maintains, a policy of nondiscrimination throughout the term of this Agreement.

B. The CONSULTANT agrees that, on written request, the CONSULTANT shall permit reasonable access to all business records or employment, employment advertisement, applications forms, and other pertinent data and records, by the LIBRARY, for the purpose of investigating to ascertain compliance with the non-discrimination provisions of this contract; provided, that the Contractor shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.

C. The CONSULTANT agrees that, if any obligations of this contract are to be performed by sub-contractor(s), the provisions of subparagraphs 1 and 2 of this Section shall be incorporated into and become a part of the sub-contract.

XVII. CONTROLLING LAWS

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the provisions of this Contract will be held in Orange County, Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.
XVIII. CONTRACT CLAIMS

“Claim” as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a CONSULTANT against the LIBRARY relating to a particular contract shall be submitted to the LIBRARY’s Chief Financial Officer in writing clearly labeled “Contract Claim” requesting a final decision. The CONSULTANT also shall provide with the claim a certification as follows: “I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the CONSULTANT believes the LIBRARY is liable; and that I am duly authorized to certify the claim on behalf of the CONSULTANT.”

Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.

The decision of the LIBRARY’s Chief Financial Officer shall be issued in writing and shall be furnished to the CONSULTANT. The decision shall state the reasons for the decision reached. The LIBRARY’s Chief Financial Officer shall render the final decision within sixty (60) days after receipt of CONSULTANT’s written request for a final decision. The LIBRARY’s Chief Financial Officer decision shall be final and conclusive.

The CONSULTANT shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the LIBRARY’s Chief Financial Officer.

XIX. AVAILABILITY OF FUNDS

The obligations of LIBRARY under this Contract are subject to availability of funds lawfully appropriated for its purpose by the LIBRARY Board of Trustees, or other specified funding source for this contract.

XX. PROHIBITION AGAINST CONTINGENT FEES

The CONSULTANT warrants that they have 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 they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract. For the breach or violation of this provision, the LIBRARY shall have the right to terminate the Contract at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
XXI. TOBACCO FREE CAMPUS

By executing this Contract, CONSULTANT acknowledges that all LIBRARY facilities and operations shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to FIRMs and their personnel and sub-contractor personnel during contract performance on LIBRARY owned or leased property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

XXII. DRUG FREE WORKPLACE:

By executing this Contract, CONSULTANT acknowledges the LIBRARY’s Drug Free Workplace requirement applies to the CONSULTANT and their sub-consultants.

XXIII. VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person performing SERVICES under this contract, the CONSULTANT shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of: (a) all employees within the State of Florida that are hired by the CONSULTANT after the execution of the contract who are providing labor under the contract during the contract term; and, (b) all employees within the State of Florida of any of the CONSULTANT’S sub-consultants that are hired by those sub-consultants after the execution of the contract who are providing labor under the contract during the contract term. Please refer to USCIS.gov for more information on this process.

Only those employees determined eligible to work within the United States shall be employed under the contract.

Therefore, by submission of a proposal in response to this solicitation, the CONSULTANT confirms that all employees in the above categories will undergo e-verification before performing labor under this contract. The CONSULTANT further confirms his commitment to comply with the requirement by completing the E-Verification certification, contained in this solicitation.

XXIV. ASBESTOS FREE MATERIALS

For contracts for design SERVICES, CONSULTANT shall provide a written and notarized statement on company letterhead to certify and warrant that the project was designed with asbestos free materials. Such statement shall be submitted with the final payment request. Final payment shall not be made until such statement is submitted. CONSULTANT agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the design, CONSULTANT shall be liable for all costs related to the redesign or modification of the construction of the project so that materials containing asbestos are removed from the design, plans or specifications or construction contract documents, and, in addition, if construction has begun or has been completed pursuant to a design that includes asbestos
containing materials, the CONSULTANT shall also be liable for all costs related to the abatement of such asbestos.

XXV. DEBARTMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:

By executing this Contract, the CONSULTANT affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its sub-contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

XXVI. FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS:

By executing this Contract, the CONSULTANT affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

XXVII. SEVERABILITY

The provisions of this Contract are declared by the parties to be severable. However, the material provisions of this Contract are dependent upon one another, and such interdependencies a material inducement for the parties to enter into this Contract. Therefore, should any material term, provision, covenant or condition of this Contract be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

XXVIII. PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)

The LIBRARY is a public agency subject to Chapter 119, Florida Statutes. The Consultant agrees to comply with Florida’s Public Records Law. Specifically, the CONSULTANT shall:

- Keep and maintain public records required by LIBRARY to perform the service.
- Upon request from LIBRARY’s custodian of public records, provide LIBRARY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to LIBRARY.
- Upon completion of the contract, CONSULTANT agrees to transfer at no cost to LIBRARY all public records in possession of the CONSULTANT or keep and maintain public records required by LIBRARY to perform the service. If the CONSULTANT transfers all public record to LIBRARY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records.
disclosure requirements. If the CONSULTANT keeps and maintains public records upon 
completion of the contract, the CONSULTANT shall meet all applicable requirements for 
retaining public records. All records stored electronically must be provided to LIBRARY, 
upon request from LIBRARY’s custodian of public records, in a format that is compatible 
with the information technology systems of LIBRARY.

- A CONSULTANT who fails to provide the public records to LIBRARY within a reasonable 
time may be subject to penalties under section 119.10, Florida Statutes.

- IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF 
CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE 
PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT LOVEVIA 
WILLIAMS, THE LIBRARY’s CUSTODIAN OF PUBLIC RECORDS AT:

Orange County Library System
Attn: Public Records Custodian
5th Floor Finance Offices
101 East Central Blvd.
Orlando, Florida 32801

XXIX. SCRUTINIZED COMPANIES LIST

By executing this Agreement, the CONSULTANT certifies that it is not: (1) listed on the Scrutinized 
Companies that Boycott Israel List, created pursuant to section 215.4725 of the Florida Statutes, 
(2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan 
List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created 
pursuant to section 215.473 of the Florida Statutes, or (4) engaged in business operations in Cuba 
or Syria. Pursuant to section 287.135(5) of the Florida Statutes, Space Florida may immediately 
terminate this Agreement for cause if the CONSULTANT is found to have submitted a false 
certification as to the above or if the CONSULTANT is placed on the Scrutinized Companies that 
Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized 
Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran 
Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, 
during the term of the Agreement. If LIBRARY determines that the CONSULTANT has submitted 
a false certification, LIBRARY will provide written notice to the CONSULTANT. Unless the 
CONSULTANT demonstrates in writing, within 90 calendar days of receipt of the notice, that 
LIBRARY’s determination of false certification was made in error, LIBRARY shall bring a civil 
action against the CONSULTANT. If LIBRARY’s determination is upheld, a civil penalty equal to 
the greater of $2 million or twice the amount of this Agreement shall be imposed on the 
CONSULTANT, and the CONSULTANT will be ineligible to bid on any Agreement with a Florida 
agency or local governmental entity for three years after the date of LIBRARY’s determination of 
false certification by the CONSULTANT.

b. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition in 
this Section, this Section shall be null and void without further action of the parties.
XXX. RFQ OCLS-19-005 Inclusion:

By executing this Contract, CONSULTANT acknowledges that in addition to the terms and conditions in this Contract, the terms and conditions in RFQ OCLS-19-005 which lead to the creation of this Contract are binding. CONSULTANT also acknowledges the forms signed in their proposal submission including but limited to Drug Free Workplace, Conflict of Interest, E-Verification, Scrutinized Companies List, are binding upon them and their sub-consultants.

CONSULTANT

_________________________________
Signature

_________________________________
Name Typed or Printed

_________________________________
Title

Consultant Signed Date

Orange County Library Systems

_________________________________
Kristopher S. Shoemaker
CMA, CGFO, CPFIM, CHAE, CHTP
Chief Financial Officer

_________________________________
LIBRARY Signed Date
Orange County Library District
Architectural and Civil Design Services
Continuing Contract Number OCLS-19-005-C
Exhibit “A” - Scope of Services

I. Services. The Service tasks will be specified for each project and may include, but not necessarily be limited to the following types of SERVICES:

Architectural and civil engineering studies of all types of projects for the design of interior alterations, renovations and remodeling of existing buildings, modular building siting, elevator services, utility services, drainage improvements, stormwater management solutions, parking lots, landscaping, site furnishings, exterior lighting, building/site security solutions to include cameras, audio, and door access, computer conduit and cabling, parking garages, elevated covered sidewalks, escalators, food courts, restaurants, cafeterias, meeting rooms, exhibit halls, atriums, loading docks, digital signage, design of phased work in occupied buildings or occupied campuses so that work can be stopped and resumed seamlessly, cost estimating services, construction contract administration services.

II. General Scope of Services: The Scope of Services for each task may include, but not limited to:

A) Problem Analysis: Assist the LIBRARY in addressing and determining the cause and solution of problems with building systems and services to include building code violations, through survey, study, assessment, research and or structural analysis, which will include costs.

B) Project Programming: Determine needs of the user department for use in establishing various project design concepts, parameters, criteria, code and or permit requirements and construction cost budgets.

C) Schematic Design: Develop a single line drawing to show the conceptual layout, site plans, functional relationships to the building systems or services.

D) Design Development: Develop schematic drawings into drawings and specifications that definitely indicate the layout, shows all physical improvements, items to be demolished, replaced or relocated, elevations and all dimensional requirements of the project, and sufficient detail to establish equipment, building materials, services or systems. Prepare project cost estimate for use in project budgeting and establishing the design construction cost budget amount.

E) Construction Documents: Provide construction documents that fully describe all improvements and integrate all involved disciplines. These documents will be developed in successive stages of complexity until final completion. The
document deliverables shall be at 30%, 60%, 90% and 100% completion. These documents deliverables shall be of sufficient detail and completeness to obtain all required permits and approvals from governing authorities, and obtain reasonable cost proposals from other contractors.

F) **Technical Specifications:** Construction documents are composed of drawings and written specifications in the Construction specifications Institute (CSI) format. Technical Specification information shall not be placed on the drawings. Technical Specifications shall include all applicable sections of the Owner’s Division 1 – General Requirements. Where brand names or manufacturers names are used, at least three shall be listed. Where three names cannot be listed, use the phrase “or acceptable equal”.

G) **Cost Estimating Services:** Provide a line item cost estimate at appropriate intervals such as 60% and 100% Construction Documents. Carefully note all assumptions and or exclusions. Clearly identify the materials, long-lead delivery items, overhead and profit and contingency allowance. Note whether the estimate is current or applies to a future date. The LIBRARY may obtain independent cost estimates separate from this Contract. If, in the LIBRARY’s opinion, there is a significant difference between the FIRM’s estimate and the independent cost estimator, the FIRM shall be required to reconcile the estimate with the independent cost estimator.

H) **Value Engineering:** Review project programs, schematic drawings, design development documents and construction documents prepared by the FIRM, or by others and provide recommendations for alternative designs, building systems, materials, equipment, etc., including cost estimates of alternatives that would reduce the anticipated construction cost without adversely impacting the functional or operational features and requirements of the project.

I) **Code Compliance:** The FIRM shall be responsible for ensuring that all construction documents are in compliance with all applicable building codes and other requirements of governing authorities. Nothing contained in information provided by the LIBRARY shall be interpreted as a deliberate violation of any code or other lawful requirement. The FIRM shall during the initial stage of design development physically inspect the areas of the building for code deficiencies that may affect the project cost and schedule. The FIRM shall provide in writing to the LIBRARY his findings on any building code deficiencies that may affect the project budget and schedule prior to development of construction documents. These findings should include costs and duration.

J) **LIBRARY Approval:** All deliverables require approval before proceeding to the next level of development. Such approval will be issued by the LIBRARY in writing, and may contain modifications to the contract documents that must be made prior to the next deliverable.

K) **Reproductions:** Provide all required reproductions of documents for intermediate deliverables, permitting agencies and Contractor usage. For
bidding purposes, the FIRM may use an allowance of Ten (10) sets of construction documents. These will be reimbursable costs. The LIBRARY will pay for all sets of documents required for bidding in excess of that amount. The FIRM shall provide to the LIBRARY CD-ROM’s that include PDF files of final design plans and specifications.

L) **Permits:** The CONSULTANT shall prepare and submit applications, construction drawings and specifications, and related support documentation to all agencies having jurisdiction over the permitting or approval of the project. The CONSULTANT shall pay all submittal, application and review fees required to process construction documents and obtain approval from agencies having jurisdiction over the project. Said application and review fees will be a reimbursable cost. This will be a contingency figure. Prepare written responses to and participate in the resolution of questions or issues during the review of the construction documents by any agency having jurisdiction for permitting or approval of the project. The LIBRARY shall pay all costs that are specifically designated as impact fees. The Contractor shall pay for the cost of obtaining the building permit and other permits directly related to construction activities and inspections. Said permits and inspection fees will be a reimbursable cost.

M) **Bidding:** The FIRM shall prepare and submit the required number of drawings and specifications for inclusion with the LIBRARY’s bidding documents for use by the LIBRARY in administering the bidding process. The FIRM will also provide the LIBRARY with one unbound set of technical specifications, and the required number of CD-ROM’s that include the plans and technical specifications in PDF format. The FIRM will attend and participate in the pre-bid conference, answer questions from bidders, prepare addenda to the bidding documents and evaluate Contractor bid proposals. The LIBRARY shall advertise for bids, distribute bidding documents, maintain a log of bidders, conduct the pre-bid conference, receive and validate bid proposals, publish bidding results, and select a Contractor for award.

N) **Construction Contract Administration:** The FIRM shall assist the LIBRARY’s project management personnel in ensuring that the contracted construction work is performed and completed in accordance with the requirements of the construction contract. The FIRM will be required to perform, but not limited to the following services:

1) **Pre-Construction Meeting:** Attend pre-construction meeting and answer questions from the Contractor and Sub-Contractors. Record meeting minutes and distributes to all attendees. The LIBRARY shall conduct the meeting, schedule the “Notice to Proceed” date and issue the “Notice to Proceed” letter to be signed by the Contractor.

2) **Construction Progress Meetings:** Attend regularly scheduled construction progress meetings during the course of construction. Answer questions and resolve construction issues. Record meeting minutes and distributes to all attendees. The LIBRARY shall conduct the meeting.
3) **Construction Observations (separate from construction progress meetings):** Conduct periodic construction observations to verify the quantity and quality of work. Each construction observation will include appropriate Sub-Consultants and be documented in a Construction Observation Report.

4) **Contractor Submittals and RFIs:** Review and process Contractor submittals and respond in writing to all Contractor RFIs. All approved Contractors submittals shall bear the FIRM’s stamp and are delivered to the LIBRARY at Substantial Completion.

5) **Contractor’s Application for Payment:** Review and approve all applications for payment. The FIRM shall recommend an appropriate value for the current stage of construction and sign the application for payment.

6) **Contractor Change Orders and Claims:** Review all Contractor Change Orders and Claims and recommend an appropriate value and course of action.

7) **Commissioning of Building Systems:** Review start-up and in-service procedures of building systems with Contractor and attend start-up of building systems. Record results of building system start-up. Submit in writing the results of the building system start-up to LIBRARY.

8) **Substantial Completion and Final Completion:** Attend the Substantial Completion Inspection and Final Completion Inspection. Arrange for all Sub-Consultants to attend and inspect their respective work. Assist the LIBRARY in verifying the completion of the Construction Contract, and preparing a punch list of items to be corrected by the Contractor. The FIRM shall provide a recommendation for Substantial Completion and Final Completion. The LIBRARY will provide the Certificate of Substantial Completion.

9) **Record Drawings:** Provide a minimum of two sets of record drawings full size and two half sizes and a CD-ROM of the record drawings and technical specifications prior to final completion inspection. The record drawings will be developed from the contractor’s as-built drawings. Record drawings are part of the project closeout documents.

10) **Warranty Inspection:** Attend the one-year warranty inspection and assist the LIBRARY in identifying defective materials and or installation.

11) **Construction Management:** The LIBRARY may request the FIRM to manage a project under this contract during the construction phase. The FIRM will be under the direction of the LIBRARY’s project management personnel and will be the LIBRARY’s Project Representative. The FIRM may be assigned a project to manage under this contract after the LIBRARY has selected a contractor to perform and complete the work described in the contract documents. The SERVICES the FIRM will provide but not limited to, be the services listed under Item “N” - “Construction Contract Administration”.
12) **Project Summary:** After completion of each project, the LIBRARY will request FIRM to prepare a “Lessons-learned Report” for each phase of the project that summarizes the strengths, weaknesses, pitfalls and provide ideas for improvements to future LIBRARY projects. This report should be reviewed and discussed with the LIBRARY prior to finalizing the report. It will become part of the project records.
EXHIBIT B - RATES

Orange County Library District
Architectural and Civil Design Services
Continuing Contract Number OCLS-19-005-C
Billable Rate Sheet

Architect: Song & Associates, Inc
Sub-Consultant Name: N/A
Contact: John Quattrone
Address: 618 E. South Street, Suite 500, Orlando, FL 32801
Telephone: 407.454.3625

The following chart reflects our Billable Hourly Rate for each specified Position/Category we will provide under contract OCLS-10-005-C. Said Billable Rates are all inclusive of general overhead, profit and other such costs for providing personnel related to this contract. These rates will be effective for the initial three (3) year contract term and will be revisited at the renewal period.

<table>
<thead>
<tr>
<th>Line</th>
<th>Position / Category</th>
<th>Billable Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Principal/Director</td>
<td>$215.00</td>
</tr>
<tr>
<td>2</td>
<td>Sr. Project Architect/Designer</td>
<td>$185.00</td>
</tr>
<tr>
<td>3</td>
<td>Project Architect</td>
<td>$165.00</td>
</tr>
<tr>
<td>4</td>
<td>Project Manager/Job Captain</td>
<td>$165.00</td>
</tr>
<tr>
<td>5</td>
<td>Interior Designer</td>
<td>$120.00</td>
</tr>
<tr>
<td>6</td>
<td>Assistant Project Manager</td>
<td>$125.00</td>
</tr>
<tr>
<td>7</td>
<td>Sr. Construction Administrator</td>
<td>$165.00</td>
</tr>
<tr>
<td>8</td>
<td>Construction Administrator</td>
<td>$135.00</td>
</tr>
<tr>
<td>9</td>
<td>CAD/BIM Technician</td>
<td>$95.00</td>
</tr>
<tr>
<td>10</td>
<td>Specification Writer</td>
<td>$95.00</td>
</tr>
<tr>
<td>11</td>
<td>Administration/Clerical</td>
<td>$65.00</td>
</tr>
<tr>
<td>12</td>
<td></td>
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</tr>
</tbody>
</table>

Signature of Company Officer: [Signature]
Printed Name of Company Officer: Jill Hanigan
Title of Company Officer: Principal - Secretary

If for Sub-Consultant, Architectural Firm review and approval of Billable Hourly Rate is required below.

Signature of Architectural Firm Officer: ___________________________
Printed Name of Architectural Firm Officer: ______________________ Date: __________
EXHIBIT B - RATES

Orange County Library District
Architectural and Civil Design Services
Continuing Contract Number OCLS-19-005-C
Reimbursable Rate Sheet

Architect: Song & Associates, Inc
Sub-Consultant Name: NA
Contact: John Quattrone
Address: 618 E. South Street, Suite 500, Orlando, FL 32801
Telephone: 407.454.3625

The following chart reflects our Billable Reimbursable Rate for each specified Reimbursable Item we will provide under contract OCLS-19-005-C. Said Billable Rates are all inclusive of general overhead, profit and other such costs for providing these non-personnel related items to this contract. These rates will be effective for the initial three (3) year contract term and will be revisited at the renewal period.

<table>
<thead>
<tr>
<th>Line</th>
<th>Reimbursable Item</th>
<th>Billable Unit</th>
<th>Billable Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Black &amp; White</td>
<td>24 x 36</td>
<td>$ 0.84</td>
</tr>
<tr>
<td>2</td>
<td>Color</td>
<td>24 x 36</td>
<td>$ 6.00</td>
</tr>
<tr>
<td>3</td>
<td>Black &amp; White</td>
<td>8½ x 11</td>
<td>$ 0.15</td>
</tr>
<tr>
<td>4</td>
<td>Color</td>
<td>8 ½ x 11</td>
<td>$ 0.60</td>
</tr>
<tr>
<td>5</td>
<td>Black &amp; White</td>
<td>11 x 17</td>
<td>$ 0.55</td>
</tr>
<tr>
<td>6</td>
<td>Color</td>
<td>11 x 17</td>
<td>$ 1.10</td>
</tr>
<tr>
<td>7</td>
<td>GBC Binding</td>
<td></td>
<td>$ 5.00</td>
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<tr>
<td>8</td>
<td>Cover</td>
<td></td>
<td>$ 0.50</td>
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<tr>
<td>9</td>
<td>Tri Fold</td>
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<tr>
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<td></td>
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<tr>
<td>12</td>
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</tbody>
</table>

Signature of Company Officer: __________________________ Date: 10.4.19
Printed Name of Company Officer: __________________________
Title of Company Officer: Principal Secretary

If for Sub-Consultant, Architectural Firm review and approval of Billable Reimbursable Rate is required.

Signature of Architectural Firm Officer: __________________________
Printed Name of Architectural Firm Officer: __________________________ Date: ____________
The following chart reflects our Billable Hourly Rate for each specified Position/Category we will provide under contract OCLS-10-005-C. Said Billable Rates are all inclusive of general overhead, profit and other such costs for providing personnel related to this contract. These rates will be effective for the initial three (3) year contract term and will be revisited at the renewal period.

<table>
<thead>
<tr>
<th>Line</th>
<th>Position / Category</th>
<th>2019 Billable Hourly Rate*</th>
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<tbody>
<tr>
<td>1</td>
<td>REGISTERED PROFESSIONAL</td>
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<td>2</td>
<td>SENIOR PROJECT MANAGER</td>
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<td>3</td>
<td>PROJECT MANAGER</td>
<td>$159</td>
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<td>4</td>
<td>PROJECT ENGINEER II</td>
<td>$114</td>
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<td>5</td>
<td>PROJECT ENGINEER</td>
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<td>6</td>
<td>SENIOR ENGINEERING TECH</td>
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<td>7</td>
<td>CADD</td>
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<td>8</td>
<td>CONSTRUCTION INSPECTOR II</td>
<td>$109</td>
</tr>
<tr>
<td>9</td>
<td>CONSTRUCTION INSPECTOR I</td>
<td>$88</td>
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</tbody>
</table>

*These rates are for task orders initiated in 2019. Subsequent years are subject to a 3% escalation.

Signature of Company Officer: ___________________________ Date: 10/3/2019

Printed Name of Company Officer: Yasmin Moreno
Title of Company Officer: ______Manager

If for Sub-Consultant, Architectural Firm review and approval of Billable Hourly Rate is required below.

Signature of Architectural Firm Officer: ___________________________
Printed Name of Architectural Firm Officer: __________________________ Date: _____________
EXHIBIT B - RATES
Orange County Library District
Architectural and Civil Design Services
Continuing Contract Number OCLS-19-005-C
Reimbursable Rate Sheet

Architect:          Song & Associates, Inc
Sub-Consultant Name:      Corporate Environmental Risk Management, LLC (CERM)
Contact:          Yasmin Moreno, P.E.
Address:          4767 New Broad Street, Orlando, FL 32814
Telephone:          407-514-2717 (local Office) 770-845-6715 (Yasmin Mobile)

The following chart reflects our Billable Reimbursable Rate for each specified Reimbursable Item we will provide under contract OCLS-19-005-C. Said Billable Rates are all inclusive of general overhead, profit and other such costs for providing these non-personnel related items to this contract. These rates will be effective for the initial three (3) year contract term and will be revisited at the renewal period.

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<tr>
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<th>Reimbursable Item</th>
<th>Billable Unit</th>
<th>Billable Rate</th>
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<td>1</td>
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<td>2</td>
<td>Mileage</td>
<td>Mile</td>
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Signature of Company Officer:       ________________________________  Date: __10/5/2019__
Printed Name of Company Officer: __ Yasmin Moreno_________________________________________
Title of Company Officer: ____Manager        _________________________________________________

If for Sub-Consultant, Architectural Firm review and approval of Billable Reimbursable Rate is required.

Signature of Architectural Firm Officer:       ________________________________
Printed Name of Architectural Firm Officer: _______________________________  Date: ____________
Orange County Library System
Board of Trustees Meeting
November 14, 2019

Construction Management
Contract
I. ISSUE STATEMENT:

On October 8, 2019, the Board of Trustees approved staff to negotiate contracts with four (4) Construction Management (CM) firms: Gomez Construction Company (GOMEZ), Johnson Laux Construction (JOHNSON), Ruby Builders (RUBY) and T&G Constructors (T&G) to provide Continuing CM services to the Library for the next three (3) years with two (2) one (1) year extensions for a total of five (5) potential years of service. Board approval is needed for the contract execution with the four (4) CM firms.

II. BACKGROUND & SUMMARY:

The Library has, and will continue to update, a list of projects that require CM services. While majority of the projects in the next year are HVAC related, as our air conditioning systems are coming to the end of their useful life, there are future projects like Emergency Generator Replacement, Children’s Library Renovations, Albertson Room Renovation, etc. that require CM services. By entering into a continuing services contract with the CM firms to provide these services the Library will save 8 – 12 weeks in selection time when we are ready to proceed with a project. The other benefit is that we will have known and proven contractors performing the work.

The CM’s that are selected for this continuing services contract are NOT bound by F.S. 287.055 titled, Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services. However, we will treat them as if they are and apply the same procedures to the CMs as we do for the AE’s and MEP’s. The maximum cost per CM project would be $2 million with most projects being less than $500,000, any project costing over $2 million (like a new Branch) would require a separate RFQ process. Note: There are no minimum payment guarantees, thus if we do not have projects requiring their services, they are not owed payment. The firms only get paid if they do work for the Library.

The projects will be assigned to the CM firms based on the amount of work, the dollar value of work assigned, their area of specialty and other factors. The goal is to have all four (4) firms receive as near equal dollar value of work as possible over the contract period.

As noted during the October 8, 2019 meeting, the Library followed the selection process as dictated by the Florida Statutes, 287.055 and the Library’s Procurement Policy and Procedures. The Library and the Firms have been in negotiations in regards to contract terms. The terms have been reviewed by the Library’s legal team and have been verified against similar continuing services contracts with the City of Orlando and Orange County. Note: For the CM contracts there are no pre-determined hourly rates since each project will have different and specific “trades” requirements. The cost for each project will be negotiated on a project by project basis.

III. CONTRACT RECOMMENDATION:

Staff recommends the Library Board to authorize staff to execute the attached Continuing Services contracts for AE services with the following firms.

Gomez Construction Company (GOMEZ), Contract OCLS-19-006-A
Johnson Laux Construction (JOHNSON), Contract OCLS-19-006-B
Ruby Builders (RUBY), Contract OCLS-19-006-C
T&G Constructors (T&G), Contract OCLS-19-006-D

Note to save you reading time, the only difference in the contracts is the name of the firm, all other terms and conditions are the same.
Minutes of a regular meeting of the Board of Trustees of the Orange County Library System, held in the City of Orlando, on the 14th of November, 2019, at 6:00 pm, prevailing Eastern Time.

PRESENT:

ABSENT:

The Board Resolves:

1. To approve staff to execute a three (3) year with two (2) one (1) year renewal Continuing Services Contract for CM Services for the Library, with the following firms.

   A. Gomez Construction Company (GOMEZ), Contract OCLS-19-006-A
   B. Johnson Laux Construction (JOHNSON), Contract OCLS-19-006-B
   C. Ruby Builders (RUBY), Contract OCLS-19-006-C
   D. T&G Constructors (T&G), Contract OCLS-19-006-D

2. All resolutions that conflict with the provisions of this resolution are rescinded.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED:

______________________________
Secretary
CONTRACT OCLS-19-006-A

THIS CONTRACT made and entered into this ______ day of November, 2019, by and between
the:
Orange County Library System
101 East Central Blvd
Orlando, Florida 32801

a special independent taxing district of the State of Florida, hereinafter referred to as “LIBRARY”
and:
Gomez Construction Co.
750 Jackson Avenue
Winter Park, FL 32789
FEDERAL I. D. # 59-1524446

hereinafter referred to as “CONSULTANT”.

RECITALS

WHEREAS, the LIBRARY desires to retain Continuing Professional construction management
services for the OCLS Main Library and it’s 15 Branch locations (“SERVICES”). The type and
scope of SERVICES to be performed by CONSULTANT are described in Exhibit “A”, Scope of
Services, which is attached to this Contract, and incorporated by reference herein.

WHEREAS, the LIBRARY desires to engage the CONSULTANT in connection with the
SERVICES required, upon the terms and conditions hereinafter set forth, and the CONSULTANT
is desirous of obtaining of performing such SERVICES upon said terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter
contained, it is agreed by and between the parties hereto as follows:

I. SCOPE OF SERVICES

A. Authorization of Services for Each Project: As the LIBRARY generates individual
projects, the CONSULTANT will be provided with a Scope of Work statement for the
particular project. This statement will provide the basis for the CONSULTANT and the
LIBRARY’s Project Manager to mutually develop a clearly defined comprehensive Scope
of Services. On the basis of the Scope of Services, the CONSULTANT will prepare and
submit for the LIBRARY’s consideration a detailed proposal covering the scope, schedule
and cost of the professional SERVICES and any other related costs, including a
guaranteed maximum price for the work. The proposal will itemize the hours and tasks to
be performed for the SERVICES using the fees and negotiated hourly rates attached as
Exhibit “B” to calculate the proposed fee for the SERVICES. The LIBRARY will review and
negotiate the proposal, schedule, guaranteed maximum price, and fee with the
CONSULTANT. After mutual agreement on the proposal, schedule, and fee, a purchase
order will be generated (“Purchase Order”) and a “Notice to Proceed” letter will be issued
by the LIBRARY, giving authorization to the CONSULTANT to proceed with performing
and completing the agreed to SERVICES.
B. **Performance of Services.** The CONSULTANT shall diligently and in a timely manner perform the SERVICES for the LIBRARY in accordance with the terms of the approved Purchase Order and substantially complete the construction work in the time set forth in the Purchase Order.

II. **PAYMENT**

A. **FEES:** The LIBRARY agrees to pay the CONSULTANT for the SERVICES described in the approved Purchase Orders as set forth herein and in the Purchase Order.

B. **PAYMENTS:** The LIBRARY shall pay the CONSULTANT in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

Progress payments shall be due and payable monthly in proportion to the percentage of SERVICES approved and accepted, in writing, by the LIBRARY. All invoices shall be prepared in the format prescribed by the LIBRARY. When an invoice includes charges from a sub-consultant, the sub-consultant's invoice/backup shall accompany the CONSULTANT’S invoice. A separate Pay Item Breakdown sheet for the CONSULTANT and each sub-consultant shall accompany each invoice. The CONSULTANT’S Pay Item Breakdown sheet shall include, in aggregate, the CONSULTANT’S and sub-consultant’s pay items. All requests for payment must be accompanied by a narrative description of the scope of SERVICES performed by the CONSULTANT and sub-consultants during the period covered by the invoice. The narrative shall also describe the SERVICES anticipated to be performed during the next billing period.

C. **SUSPENSION OF PROGRESS PAYMENTS BY LIBRARY:** In the event the CONSULTANT falls fifteen (15%) percent behind the Project completion schedule set forth in a Purchase Order, no further progress payments will be made until the CONSULTANT brings the SERVICES back on schedule or a revised schedule is submitted and approved or until all SERVICES in the Purchase Order have been completed and accepted by the LIBRARY.

D. **PAYMENT IN EVENT OF TERMINATION BY LIBRARY:** In the event this Contract is terminated or canceled prior to completion, payment shall be made in accordance with the provisions of Article VII.

E. **CHANGES WITHIN SCOPE; ALLOWANCE OF ADDITIONAL COMPENSATION:** If instructed to do so in writing by the LIBRARY, the CONSULTANT shall change or revise SERVICES that have been performed, and if such SERVICES are not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. In all disputes arising over the right to additional compensation, the LIBRARY shall determine whether substantial acceptable SERVICES have been done on documents such that changes, revisions or preparation of additional documents should result in additional compensation to the CONSULTANT. The CONSULTANT’s proposals for additional compensation shall be based on the fee and
hourly rate schedule set forth in Exhibit “B”. A written modification to the Contract shall be executed by both parties to reflect the additional SERVICES and cost of same, prior to commencement of performance of any additional SERVICES.

F. TRAVEL AND PER DIEM: Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statute.

G. FEE LIMITATION CLAUSE: The CONSULTANT shall utilize the same percentage fees and hourly rates as set forth in Exhibit “B” in fee negotiations for all projects, except as provided by Article II, paragraph H, Price Adjustment. The number of hours required to complete each project shall be negotiated at such time as the LIBRARY initiates fee negotiations for that project.

H. PRICE ADJUSTMENT

Written request for an hourly rates adjustment may be made only under the following conditions:

   a. If a project specific contract’s performance period exceeds three (3) years a price adjustment may be requested not more than sixty (60) days after the end of the three (3) year period and for each annual period thereafter or for the remaining period of the contract if less than one (1) year.

   b. For continuing contracts with a performance period that exceeds three (3) years, an adjustment may be requested not more than sixty (60) days after the end of three (3) years.

   c. Retroactive requests for price adjustments will not be considered.

The provisions of this clause shall not apply to contracts with fees based on ranges. Retroactive requests for price adjustments will not be considered.

Any request for a price adjustment will be subject to negotiation and must be approved by the LIBRARY Chief Financial Officer. Any request for such increase shall be supported by adequate justification to include Consumer Price Index (CPI) documentation. The CPI documentation shall be based on the All Items, CPI-U, U.S. City Average, not seasonally adjusted index. The prevailing CPI in the month when the contract was executed by the LIBRARY shall be the base period from which changes in the CPI will be measured for the initial request for a price adjustment. Any subsequent requests for a price adjustment shall be based on the CPI prevailing in the month when an amendment effecting a previous price adjustment was executed by the LIBRARY.

The maximum allowable increase shall not exceed the percent change in the CPI from the base period (either the month when the contract was executed by the LIBRARY or the month when an amendment effecting a price adjustment was executed by the LIBRARY) to the CPI prevailing at time of request for a price adjustment and in no case shall it exceed 3%. Any price adjustment shall only be effective upon the execution of a written amendment to the contract executed by both parties.
III. BUILD WITHIN STATUTORY LIMITATIONS

A. The CONSULTANT shall accomplish the SERVICES for each project required under this Contract, at contract sums that do not exceed the guaranteed maximum contract price if set forth in the Purchase Order and in no event in excess of the limits as set forth in paragraph C below.

B. The CONSULTANT will promptly advise the LIBRARY if it finds that the project being constructed will exceed or is likely to exceed the limitations set forth herein and it is unable to build a usable facility within those limitations.

C. The estimated construction contract price for each project will vary, will be set forth in the respective Purchase Order, and will be subject to F.S. 287.055 limitations. The estimated construction cost for any project under this contract shall not exceed $2,000,000. Each Purchase Order shall specifically indicate the project’s guaranteed maximum price or if on the basis of time & materials, the estimated construction cost.

D. THE CONSULTANT and its subsidiaries, sub-contractors or affiliates who designed the project shall be ineligible for the award of the construction contract for that project.

IV. RESPONSIBILITY OF THE CONSULTANT

A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all work, and other SERVICES furnished by the CONSULTANT under this Contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its work and other SERVICES.

B. The Project Manager must be currently employed by the CONSULTANT and must be a licensed contractor in the State of Florida.

C. Substitution of the Project Manager or Other Key Personnel: The CONSULTANT shall not substitute any key personnel without the prior written approval of the LIBRARY Chief Financial Officer. Any such requests shall be supported by comprehensive documentation outlining the reason(s) for the proposed substitution to include the specific qualifications of the proposed substitute. Approval of the request shall be at the discretion of the LIBRARY. Further, the LIBRARY, in lieu of approving a substitution, may initiate other actions under the contract, including termination.

D. Neither the LIBRARY’S review, approval or acceptance of, nor payment for, the SERVICES required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LIBRARY in accordance with applicable law for all damages suffered directly or indirectly by the LIBRARY caused by the CONSULTANT’S negligent performance of any of the SERVICES furnished under this Contract. The rights and remedies of the LIBRARY provided for under this Contract are in addition to any other rights and remedies provided by law.
E. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

F. The LIBRARY may require in writing that the CONSULTANT remove from any project any of the CONSULTANT’S or sub-consultant(s) personnel that the LIBRARY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in Contract Amount or Contract Time based on the LIBRARY’s use of this provision will be valid. CONSULTANT and their sub-consultant(s) shall indemnify and hold the LIBRARY harmless from and against any claim by CONSULTANT’S or sub-consultant(s) personnel on account of the use of this provision.

G. The LIBRARY will provide the CONSULTANT and its sub-contractor(s) a copy of the LIBRARY’s Rules of Conduct, which will apply to the CONSULTANT and its subcontractor(s)’ personnel while on the LIBRARY’s own or leased property.

H. CONSULTANT shall coordinate its SERVICES with the services performed by the LIBRARY’s other consultants, such as the Architect, MEP, fire protection, and structural engineering firms engaged by Library for the various projects.

V. LIBRARY’S RIGHTS AND RESPONSIBILITIES

The LIBRARY shall:

A. Furnish the CONSULTANT with existing data, plans, profiles, and other information necessary or useful in connection with the planning of the program that is available in the LIBRARY’S files, all of which shall be and remain the property of the LIBRARY and shall be returned to the LIBRARY upon completion of the SERVICES to be performed by the CONSULTANT.

B. Make LIBRARY personnel available on a time-permitting basis, where required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely within the discretion of the LIBRARY.

VI. LIBRARY’S ‘DESIGNATED’ REPRESENTATIVE

It is understood and agreed that the LIBRARY designates the LIBRARY’S Facility and Operations Department Head, or designated representative, to represent the LIBRARY in all technical matters pertaining to and arising from the work and performance of this Contract. The LIBRARY’S Facility and Operations Department Head, or designated representative, shall have the following responsibilities:

A. Examination of all reports, sketches, drawings, estimates, Proposals, and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the LIBRARY’S approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
B. Transmission of instructions, receipt of information, and interpretation and definition of LIBRARY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract. Prompt written notice by the LIBRARY to the CONSULTANT whenever the LIBRARY observes, or otherwise becomes aware of, any defects or changes necessary in the Project.

VII. TERMINATION OF CONTRACT

A. TERM: The term of this Contract shall be for an period of three (3) years (“Initial Term”). The Initial Term may be extended upon mutual written agreement of both parties for two (2) additional one (1) year terms (“Extension Term(s)”). This Contract shall terminate at the expiration of the Initial Term and at the end of each Extension Term if not extended.

B. TERMINATION FOR DEFAULT:

The LIBRARY may, by written notice to the CONSULTANT, terminate this contract for default in whole or in part (task authorizations, if applicable) if the CONSULTANT fails to:

1. provide work or SERVICES that comply with the drawings and specifications for each project or fails to meet the LIBRARY’s performance standards

2. complete the work or to perform the SERVICES within the time specified in this contract or any extension.

3. make progress so as to endanger performance of this Contract

4. perform any of the other provisions of this Contract.

Prior to termination for default, the LIBRARY will provide adequate written notice to the CONSULTANT through the LIBRARY’s Chief Financial Officer, affording CONSULTANT the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) calendar days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONSULTANT. The CONSULTANT shall be liable for any damage to the LIBRARY resulting from the CONSULTANT’s default of the Contract. This liability includes any increased costs incurred by the LIBRARY in completing contract performance.

In the event of termination by the LIBRARY for any cause, the CONSULTANT will have, in no event, any claim against the LIBRARY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the LIBRARY the CONSULTANT shall:

➢ Stop all work and SERVICES on the date and to the extent specified.
- Terminate and settle all orders and sub-contracts relating to the performance of the terminated work and SERVICES

- Transfer all work and SERVICES in process, completed work and SERVICES, and other materials related to the terminated work and SERVICES as directed by the LIBRARY.

- Continue and complete all parts of that work and SERVICES that have not been terminated.

If the CONSULTANT'S failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the CONSULTANT, the Contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. TERMINATION FOR CONVENIENCE:

The LIBRARY, by written notice, may terminate this Contract, in whole or in part, when it is in the LIBRARY’s interest for convenience. If this Contract is terminated for convenience, the LIBRARY shall be liable only for goods or SERVICES properly delivered and accepted. The LIBRARY’s Notice of Termination for convenience shall provide the CONSULTANT seven (7) days prior notice before it becomes effective. A termination for convenience may apply to individual Purchase Orders or to the Contract in its entirety.

C. PAYMENT IN EVENT OF TERMINATION:

If this Contract is terminated before performance is completed, the CONSULTANT’s sole and exclusive remedy is payment for SERVICES performed, and CONSULTANT shall be only paid for the SERVICES satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount that is the same percentage of the Contract price as the amount of SERVICES satisfactorily completed is a percentage of the total SERVICES called for by the Purchase Orders and this Contract. Any additional costs incurred by the LIBRARY as a result of such termination shall be deducted from the amount due the CONSULTANT, in the event the Contract termination is for cause as described herein.

VIII. TERMINATION NOTICE

The LIBRARY’s Chief Financial Officer, shall issue any and all notices involving termination of this contract.

IX. INDEMNITY/INSURANCE AND SAFETY REQUIREMENTS

CONSULTANT agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the LIBRARY’s review or acceptance of insurance maintained
by CONSULTANT is not intended to and shall not in any manner limit or qualify the liabilities assumed by CONSULTANT under this contract. CONSULTANT is required to maintain any coverage required by federal and state workers’ compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The CONSULTANT shall require that each of its sub-consultants providing SERVICES hereunder (if any) procures and maintains until the completion of their respective SERVICES, insurance of the types and to the limits specified herein. CONSULTANT will maintain a copy of the Certificate of Insurance (COI) in their files and will provide a copy of the initial COI and updated/current COI’s to the LIBRARY.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best’s Financial Strength Rating of A- Class VIII or better. (Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

- **Required Liability Coverage:**

  - Commercial General Liability - The CONSULTANT shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than $1,000,000 per occurrence. CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

- **Required Liability Endorsements:**

  - Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents. Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
  
  - Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent. Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

- **Required Automotive Coverage:**

  - Business Automobile Liability - The CONSULTANT shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than $500,000 (five hundred thousand dollars) per accident. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- **Required Automotive Endorsements:**
  - MCS-90- for operations governed by the Sections 29 & 30 of the Motor Carrier Act of 1980

- **Required Workers’ Compensation Coverage:**
  - Workers’ Compensation - The CONSULTANT shall maintain coverage for its employees with statutory workers’ compensation limits, and no less than $100,000 each incident of bodily injury or disease for Employers’ Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any CONSULTANT using an employee leasing company shall complete the Leased Employee Affidavit.

- **Required Workers’ Compensation Endorsements:**
  - Waiver of Subrogation- WC 00 03 13 or its equivalent

When a self-insured retention or deductible exceeds $50,000 the LIBRARY reserves the right to request a copy of CONSULTANT most recent annual report or audited financial statement. For policies written on a “Claims-Made” basis the CONSULTANT agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the CONSULTANT agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage.

By entering into this contract CONSULTANT agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the LIBRARY for the workers’ compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the CONSULTANT to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/SERVICES provided under this Contract the CONSULTANT shall provide the LIBRARY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the CONSULTANT shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the LIBRARY Board of Trustees.

CONSULTANT shall submit insurance renewal certificates annually to the LIBRARY and immediately upon request by either the LIBRARY or the LIBRARY’s contracted certificate compliance management firm. The certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. CONSULTANT shall notify the LIBRARY not less than thirty (30)
business days (ten [10] business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The CONSULTANT shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the LIBRARY or its certificate management representative five (5) business days prior to the effective date of the replacement policy(ies).

The certificate holder shall read:

Orange County Library Board of Trustees
c/o Chief Financial Officer
101 East Central Blvd
Orlando, Florida 32801

Payment and Performance Bonds: The CONSULTANT shall execute and deliver to the LIBRARY unconditional Payment and Performance Bonds in compliance with F.S. 255.05 as security for the faithful performance and completion of the Work and payment for all materials and labor furnished or supplied in connection with all Work included in the Contract Documents for each Purchase Order. These Bonds shall be in amounts at least equal to the Contract Amount in the Purchase Order, shall name the LIBRARY as obligee and shall be in such form and by sureties of financial standing having a rating from A.M. Best Company (or other equivalent rating company) equal to or better than A- Class VI and must be included on the approved list of sureties issued by the United States Department of Treasury.

Should the Payment and Performance Bonds be issued by co-sureties, each surety listed on the bond shall meet the requirements above. In addition, each surety shall submit a power of attorney and all signatures of the co-sureties representatives shall be notarized and the “lead” surety shall be identified for the purposes of underwriting and claims management.

INDEMNIFICATION - CONSULTANTS:

The CONSULTANT to the extent permitted in Section 725.08, Florida Statutes shall indemnify and hold harmless the LIBRARY and its officers and employees from liabilities damages, losses, and costs (including attorney’s fees) to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and persons employed or utilized by the CONSULTANT in the performance of this Contract. The remedy provided to the LIBRARY by this paragraph shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise and shall survive the termination of this Contract.

SAFETY AND PROTECTION OF PROPERTY (for SERVICES provided on the premises of LIBRARY)

The CONSULTANT shall at all times:

- Initiate, maintain and supervise all safety precautions and programs in connection with its SERVICES or performance of its operations under this Contract.
➢ Take all reasonable precautions to prevent injury to CONSULTANT employees, LIBRARY employees. LIBRARY attendees and all other persons affected by their operations.

➢ Take all reasonable precautions to prevent damage or loss to property of LIBRARY, or of other vendors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.

➢ Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:

✓ Occupational Safety and Health Act (OSHA)
✓ National Institute for Occupational Safety & Health (NIOSH)
✓ National Fire Protection Association (NFPA)
✓ American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)

X.
TRUTH IN NEGOTIATION AND MAINTENANCE AND EXAMINATION OF RECORDS

A. The CONSULTANT hereby represents, covenants and warrants that wage rates and other factual unit costs supporting the compensation provided for in this Contract are accurate, complete and current as of the date of contracting. It is further agreed that the Contract price shall be adjusted to exclude any amounts where the LIBRARY determines the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

B. The CONSULTANT shall keep adequate records and supporting documents applicable to this Contract. Said records and documentation shall be retained by the CONSULTANT for a minimum of five (5) years from the date of final payment on this contract. If any litigation, claim or audit is commenced prior to the expiration of the five (5) year period, the records shall be maintained until all litigation, claims or audit findings involving the records have been resolved.

C. If applicable, time records and cost data shall be maintained in accordance with generally accepted accounting principles.

This includes full disclosure of all transactions associated with the contract. Also, if applicable, all financial information and data necessary to determine overhead rates in accordance with Federal and State regulatory agencies and the contract shall be maintained.

D. CONSULTANT’s “records and supporting documents” as referred to in this Contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, invoices, leases, contracts, commitments, arrangements,
notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the LIBRARY’s judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract document.

Such records and documents shall include (hard copy, as well as computer readable data, written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating worksheets; correspondence; change order files (including pricing data used to price change proposals and documentation covering negotiated settlements); back-charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other CONSULTANT records which may have a bearing on matters of interest to the LIBRARY in connection with the CONSULTANT’s dealings with the LIBRARY (all foregoing hereinafter referred to as “records and supporting documents”) to the extent necessary to adequately permit evaluation and verification of:

1) CONSULTANT compliance with contract requirements; or
2) Compliance with provisions for pricing change orders; or
3) Compliance with provisions for pricing invoices; or
4) Compliance with provisions regarding pricing of claims submitted by the CONSULTANT or his payees; or
5) Compliance with the LIBRARY’s business ethics; or
6) Compliance with applicable state statutes and LIBRARY Ordinances/Regulations.

E. Records and documents subject to audit shall also include those records and documents necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Contract. In those situations where CONSULTANT’s records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), CONSULTANT agrees to provide the LIBRARY’s representatives with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats.

F. The LIBRARY and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the LIBRARY deems necessary throughout the term of this contract and for a period of five (5) years after final payment. Such activity shall be conducted during normal business working hours. The LIBRARY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying.

G. The LIBRARY, during the period of time defined by the preceding paragraph, shall have the right to obtain a copy of and otherwise inspect any audit made at the direction of the CONSULTANT as concerns the aforesaid records and documentation.

H. Records and documentation shall be made accessible at the CONSULTANT’s local place of business. If the records are unavailable locally, it shall be the CONSULTANT’s responsibility to ensure that all required records are provided at the CONSULTANT’s
expense including payment of travel and maintenance costs incurred by the LIBRARY’s authorized representatives or designees in accessing records maintained out of the LIBRARY. The direct costs of copying records, excluding any overhead cost, shall be at the LIBRARY’s expense.

I. CONSULTANT shall require all payees (examples of payees include sub-consultants, insurance agents, material suppliers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between CONSULTANT and payee. Such requirements include a flow-down right of audit provisions in contracts with payees, which shall also apply to sub-consultants and sub-sub consultants, material suppliers, etc. CONSULTANT shall cooperate fully and shall cause all aforementioned parties and all of CONSULTANT’s sub-consultants (including those entering into lump sum sub-contracts and lump sum major material purchase orders) to cooperate fully in furnishing or in making available to the LIBRARY from time to time whenever requested in an expeditious manner any and all such records, documents, information, materials and data.

J. The LIBRARY’s authorized representatives or designees shall have reasonable access to the CONSULTANT’s facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall have adequate and appropriate work space, in order to conduct audits in compliance with this article.

K. Even after a change order proposal has been approved, CONSULTANT agrees that if the LIBRARY later determines the cost and pricing data submitted was inaccurate, incomplete, not current or not in compliance with the terms of the Contract regarding pricing of change orders, then an appropriate contract price reduction will be made. Such post-approval contract price adjustment will apply to all levels of Consultants and/or sub-consultants and to all types of change order proposals specifically including lump sum change orders, unit price change orders, and cost-plus change orders.

L. If an audit inspection or examination by the LIBRARY, or its designee, in accordance with this article discloses overpricing or overcharges (of any nature) by the CONSULTANT to the LIBRARY in excess of one-half of one percent (0.5%) of the total contract billings, the reasonable actual cost of the LIBRARY’s audit shall be reimbursed to the LIBRARY by the CONSULTANT. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the CONSULTANT’s invoices and/or records and supporting documents shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the LIBRARY’s findings to the CONSULTANT.

XI. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the CONSULTANT in connection with its SERVICES hereunder and are the property of the LIBRARY upon acceptance of same by the LIBRARY.
XII. WORK COMMENCEMENT/PROGRESS/DELAYS

A. **COMMENCEMENT AND TERM OF JOB:** The SERVICES to be rendered by the CONSULTANT shall be commenced subsequent to the execution of this Contract and upon written notice to proceed from the LIBRARY or designee for a specific project. SERVICES shall be completed within the time period agreed upon after Notice to Proceed.

B. **JOB SEGMENT DEADLINES:** A detailed segment completion schedule will be included in each Purchase Order. The purpose of this schedule is to:

1. Provide job segment deadlines for the CONSULTANT upon which the LIBRARY may rely;
2. Provide guidance for the LIBRARY in honoring the CONSULTANT’S monthly invoices for progress payments; and
3. Provide a framework against which the LIBRARY may suspend progress payments as provided in Article II C hereof.

C. **CONFERENCES:** The LIBRARY will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with representatives of the LIBRARY, or of other agencies interested in the Project on behalf of the LIBRARY. Either party to the Contract may request and be granted a conference.

D. **DELAYS NOT FAULT OF CONSULTANT; DISCRETIONARY EXTENSIONS OF COMPLETION TIME BY LIBRARY:** In the event there are delays on the part of the LIBRARY as to the approval of any of the drawings submitted by the CONSULTANT, or if there are delays occasioned by circumstance beyond the control of the CONSULTANT which delay the Project Schedule completion date, the LIBRARY may grant to the CONSULTANT, by “Letter of Approval of Project Schedule” an extension of the Contract time or revision to the Project Schedule, equal to the aforementioned delays, provided there are no changes in compensation or scope of SERVICES. It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient Contract time remains within which to complete SERVICES on the Project. In the event there have been delays which would affect the Project completion date, the CONSULTANT shall submit a written request to the LIBRARY which identifies the reason(s) for the delay and the amount of time related to each reason.

The LIBRARY will review the request and make a determination as to granting all or part of the requested extension.

E. **SUSPENSION OF SERVICES BY LIBRARY:**

1. Right of LIBRARY to Suspend SERVICES and Order Resumption – The performance of CONSULTANT’S SERVICES hereunder may be suspended by the LIBRARY at any time. However, in the event the LIBRARY suspends the
performance of CONSULTANT'S SERVICES hereunder, it shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by CONSULTANT. The LIBRARY shall promptly pay to the CONSULTANT all fees which have become due and payable to the CONSULTANT prior to the effective date of such suspension. LIBRARY shall thereafter have no further obligation for payment to the CONSULTANT unless and until the LIBRARY notifies the CONSULTANT that the SERVICES of the CONSULTANT called for hereunder are to be resumed. Upon receipt of written notice from the LIBRARY that CONSULTANT'S SERVICES hereunder are to be resumed, CONSULTANT shall complete the SERVICES of CONSULTANT called for in any Purchase Order and this Contract and CONSULTANT, shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to it under this Contract, same to be payable in the manner specified herein.

In no event will the compensation or any part thereof become due or payable to CONSULTANT under this Contract unless and until CONSULTANT has attained that stage of SERVICES where the same would be due and payable to CONSULTANT under the provision of this Contract.

2. Renegotiation by CONSULTANT; Right to Terminate – If the aggregate time of the LIBRARY'S suspension or suspension of CONSULTANT'S SERVICES for a particular Purchase Order exceeds one hundred twenty (120) days, then CONSULTANT and LIBRARY shall, upon request of CONSULTANT, meet to assess the SERVICES remaining to be performed and the total fees paid to CONSULTANT hereunder. The parties shall then have the opportunity of negotiating a change in fees to be paid to the CONSULTANT for the balance of the SERVICES to be performed hereunder. No increase in fees to the CONSULTANT shall be allowed unless based upon clear and convincing evidence of an increase in CONSULTANT'S costs attributable to the aforesaid suspensions. If an increase in the CONSULTANT'S cost is demonstrated by clear and convincing evidence and the LIBRARY refuses to increase said fees, CONSULTANT may terminate this Contract by delivering written notice thereof to the LIBRARY within ten (10) days after the LIBRARY has given notice of its refusal to increase said fees.

XIII. STANDARDS OF CONDUCT

A. The CONSULTANT represents that he 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 he has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract.

B. The CONSULTANT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin in the performance of work under this Contract.
C. The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the CONSULTANT, or any interest in property which the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of this Contract will be immediately disclosed in writing to the LIBRARY. Violation of this section will be considered as justification for immediate termination of this Contract under the provisions of Article VII.

D. The CONSULTANT and its subsidiaries, sub-consultants or affiliates who designed the project, shall be ineligible for the award of the construction contract for that project.

XIV. ASSIGNABILITY; EMPLOYMENT OF SPECIALISTS

A. The CONSULTANT shall maintain an adequate and competent professional staff and may associate with such staff, professional specialists for the purpose of ensuring and enlarging its SERVICES hereunder, without additional cost to the LIBRARY. Should the CONSULTANT desire to utilize such specialists, the CONSULTANT is fully responsible for satisfactory completion of all work within the scope of this Contract.

B. The CONSULTANT shall be responsible for the integration of all specialists or outside professional work into the documents and for all payments to such specialists or subconsultants from the fee heretofore stated. SERVICES rendered by the CONSULTANT in connection with coordination of the SERVICES of the aforementioned personnel shall be considered within the scope of the basic Contract and no additional fee will be due the CONSULTANT for such SERVICES.

C. The CONSULTANT shall not assign any interest in this Contract and shall not transfer any interest in the same without prior written approval of the LIBRARY, provided that claims for the money due or to become due the CONSULTANT from the LIBRARY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the LIBRARY.

XV. INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY

A. The provisions of Florida Statute 768.28 applicable to LIBRARY apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the LIBRARY acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

B. No officer, employee or agent of the LIBRARY acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.
C. The LIBRARY shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

XVI. EQUAL OPPORTUNITY

The LIBRARY’s policies of equal opportunity and non-discrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified. It is also the LIBRARY policy that person(s) doing business with the LIBRARY shall recognize and comply with this policy and that the LIBRARY shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such:

A. The CONSULTANT shall adopt and maintain or provide evidence to the LIBRARY that CONSULTANT has adopted and maintains, a policy of nondiscrimination throughout the term of this Agreement.

B. The CONSULTANT agrees that, on written request, the CONSULTANT shall permit reasonable access to all business records or employment, employment advertisement, applications forms, and other pertinent data and records, by the LIBRARY, for the purpose of investigating to ascertain compliance with the non-discrimination provisions of this contract; provided, that the Contractor shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.

C. The CONSULTANT agrees that, if any obligations of this contract are to be performed by sub-contractor(s), the provisions of subparagraphs 1 and 2 of this Section shall be incorporated into and become a part of the sub-contract.

XVII. CONTROLLING LAWS

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the provisions of this Contract will be held in Orange County, Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

XVIII. CONTRACT CLAIMS

“Claim” as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a CONSULTANT against the LIBRARY relating to a particular contract shall be submitted to the LIBRARY’s Chief Financial Officer in writing clearly labeled “Contract Claim” requesting a final decision. The CONSULTANT also shall provide with the claim a certification as follows: “I certify that the claim is made in good faith; that the supporting data are accurate and
complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the CONSULTANT believes the LIBRARY is liable; and that I am duly authorized to certify the claim on behalf of the CONSULTANT."

**Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.**

The decision of the LIBRARY’s Chief Financial Officer shall be issued in writing and shall be furnished to the CONSULTANT. The decision shall state the reasons for the decision reached. The LIBRARY’s Chief Financial Officer shall render the final decision within sixty (60) days after receipt of CONSULTANT’s written request for a final decision. The LIBRARY’s Chief Financial Officer decision shall be final and conclusive.

The CONSULTANT shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the LIBRARY’s Chief Financial Officer.

**XIX. AVAILABILITY OF FUNDS**

The obligations of LIBRARY under this Contract are subject to availability of funds lawfully appropriated for its purpose by the LIBRARY Board of Trustees, or other specified funding source for this contract.

**XX. PROHIBITION AGAINST CONTINGENT FEES**

The CONSULTANT warrants that they have 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 they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract. For the breach or violation of this provision, the LIBRARY shall have the right to terminate the Contract at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**XXI. TOBACCO FREE CAMPUS**

By executing this Contract, CONSULTANT acknowledges that all LIBRARY facilities and operations shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Consultants and their personnel and sub-contractor personnel during contract performance on LIBRARY owned or leased property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.
XXII. DRUG FREE WORKPLACE:

By executing this Contract, CONSULTANT acknowledges the LIBRARY’s Drug Free Workplace requirement applies to the CONSULTANT and their sub-consultants.

XXIII. VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person performing SERVICES under this contract, the CONSULTANT shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of: (a) all employees within the State of Florida that are hired by the CONSULTANT after the execution of the contract who are providing labor under the contract during the contract term; and, (b) all employees within the State of Florida of any of the CONSULTANT’S sub-consultants that are hired by those sub-consultants after the execution of the contract who are providing labor under the contract during the contract term. Please refer to USCIS.gov for more information on this process.

Only those employees determined eligible to work within the United States shall be employed under the contract.

Therefore, by submission of a proposal in response to this solicitation, the CONSULTANT confirms that all employees in the above categories will undergo e-verification before performing labor under this contract. The CONSULTANT further confirms his commitment to comply with the requirement by completing the E-Verification certification, contained in this solicitation.

XXIV. ASBESTOS FREE MATERIALS

CONSULTANT shall provide a written and notarized statement on company letterhead to certify and warrant that the project was built with asbestos free materials. Such statement shall be submitted with the final payment request. Final payment shall not be made until such statement is submitted. CONSULTANT agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction, CONSULTANT shall be liable for all costs related to the abatement of such asbestos.

XXV. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:

By executing this Contract, the CONSULTANT affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its sub-contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

XXVI. FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS:

By executing this Contract, the CONSULTANT affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.
XXVII. SEVERABILITY

The provisions of this Contract are declared by the parties to be severable. However, the material provisions of this Contract are dependent upon one another, and such interdependencies a material inducement for the parties to enter into this Contract. Therefore, should any material term, provision, covenant or condition of this Contract be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

XXVIII. PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)

The LIBRARY is a public agency subject to Chapter 119, Florida Statutes. The Consultant agrees to comply with Florida’s Public Records Law. Specifically, the CONSULTANT shall:

- Keep and maintain public records required by LIBRARY to perform the service.
- Upon request from LIBRARY’s custodian of public records, provide LIBRARY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to LIBRARY.
- Upon completion of the contract, CONSULTANT agrees to transfer at no cost to LIBRARY all public records in possession of the CONSULTANT or keep and maintain public records required by LIBRARY to perform the service. If the CONSULTANT transfers all public record to LIBRARY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to LIBRARY, upon request from LIBRARY’s custodian of public records, in a format that is compatible with the information technology systems of LIBRARY.
- A CONSULTANT who fails to provide the public records to LIBRARY within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT LOVEVIA WILLIAMS, THE LIBRARY’s CUSTODIAN OF PUBLIC RECORDS AT:
XXIX. SCRUTINIZED COMPANIES LIST

By executing this Agreement, the CONSULTANT certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725 of the Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473 of the Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5) of the Florida Statutes, Space Florida may immediately terminate this Agreement for cause if the CONSULTANT is found to have submitted a false certification as to the above or if the CONSULTANT is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If LIBRARY determines that the CONSULTANT has submitted a false certification, LIBRARY will provide written notice to the CONSULTANT. Unless the CONSULTANT demonstrates in writing, within 90 calendar days of receipt of the notice, that LIBRARY’s determination of false certification was made in error, LIBRARY shall bring a civil action against the CONSULTANT. If LIBRARY’s determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed on the CONSULTANT, and the CONSULTANT will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of LIBRARY’s determination of false certification by the CONSULTANT.

b. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition in this Section, this Section shall be null and void without further action of the parties.

XXX. RFQ OCLS-19-006 Inclusion:

By executing this Contract, CONSULTANT acknowledges that in addition to the terms and conditions in this Contract, the terms and conditions in RFQ OCLS-19-006 which lead to the creation of this Contract are binding. CONSULTANT also acknowledges the forms signed in their proposal submission including but limited to Drug Free Workplace, Conflict of Interest, E-Verification, Scrutinized Companies List, are binding upon them and their sub-consultants.
CONSULTANT

Orange County Library Systems

Signature

Kristopher S. Shoemaker
CMA, CGFO, CPFIM, CHAE, CHTP
Chief Financial Officer

Name Typed or Printed

Title

Consultant Signed Date

LIBRARY Signed Date
I. Services. The CONSULTANT shall provide and or perform and be fully responsible for the various professional construction management services required for each assigned project either by self-performance or through subcontractors. The various professional construction management services, depending on the scope, composition and complexity of each project may include, but not necessarily be limited to:

The required construction management services encompasses minor construction, repair, remodeling, renovation, rehabilitation, alteration, upgrade, maintenance services, site work and new construction related to Library buildings and facilities located throughout Orange County Florida generally with limited design requirements and valued generally less than $1,000,000. Because any Services under this continuing contract will be on an as needed basis, exact project specifications are generally not available. The Services shall be performed in accordance with industry standards and in compliance with federal, state, and local published rules, regulations, standards and/or statutes.
The schedule, guaranteed maximum price, fees, rates, costs, and expenses shall be negotiated at the time of the Purchase Order for the Services for each project.
CONTRACT OCLS-19-006-B

THIS CONTRACT made and entered into this _____ day of November, 2019, by and between the:

Orange County Library System  
101 East Central Blvd  
Orlando, Florida 32801

a special independent taxing district of the State of Florida, hereinafter referred to as “LIBRARY” and:

Johnson-Laux Construction, LLC  
650 Garden Commerce Parkway, Suite 100  
Winter Garden, FL 34787  
FEDERAL I. D. # 59-3674291

hereinafter referred to as “CONSULTANT”.

RECITALS

WHEREAS, the LIBRARY desires to retain Continuing Professional construction management services for the OCLS Main Library and it’s 15 Branch locations (“SERVICES”). The type and scope of SERVICES to be performed by CONSULTANT are described in Exhibit “A”, Scope of Services, which is attached to this Contract, and incorporated by reference herein.

WHEREAS, the LIBRARY desires to engage the CONSULTANT in connection with the SERVICES required, upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of obtaining of performing such SERVICES upon said terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

I. SCOPE OF SERVICES

A. Authorization of Services for Each Project: As the LIBRARY generates individual projects, the CONSULTANT will be provided with a Scope of Work statement for the particular project. This statement will provide the basis for the CONSULTANT and the LIBRARY’s Project Manager to mutually develop a clearly defined comprehensive Scope of Services. On the basis of the Scope of Services, the CONSULTANT will prepare and submit for the LIBRARY’s consideration a detailed proposal covering the scope, schedule and cost of the professional SERVICES and any other related costs, including a guaranteed maximum price for the work. The proposal will itemize the hours and tasks to be performed for the SERVICES using the fees and negotiated hourly rates attached as Exhibit "B" to calculate the proposed fee for the SERVICES. The LIBRARY will review and negotiate the proposal, schedule, guaranteed maximum price, and fee with the CONSULTANT. After mutual agreement on the proposal, schedule, and fee, a purchase order will be generated (“Purchase Order”) and a “Notice to Proceed” letter will be issued by the LIBRARY, giving authorization to the CONSULTANT to proceed with performing and completing the agreed to SERVICES.
B. **Performance of Services.** The CONSULTANT shall diligently and in a timely manner perform the SERVICES for the LIBRARY in accordance with the terms of the approved Purchase Order and substantially complete the construction work in the time set forth in the Purchase Order.

II. **PAYMENT**

A. **FEES:** The LIBRARY agrees to pay the CONSULTANT for the SERVICES described in the approved Purchase Orders as set forth herein and in the Purchase Order.

B. **PAYMENTS:** The LIBRARY shall pay the CONSULTANT in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

Progress payments shall be due and payable monthly in proportion to the percentage of SERVICES approved and accepted, in writing, by the LIBRARY. All invoices shall be prepared in the format prescribed by the LIBRARY. When an invoice includes charges from a sub-consultant, the sub-consultant’s invoice/backup shall accompany the CONSULTANT’S invoice. A separate Pay Item Breakdown sheet for the CONSULTANT and each sub-consultant shall accompany each invoice. The CONSULTANT’S Pay Item Breakdown sheet shall include, in aggregate, the CONSULTANT’S and sub-consultant’s pay items. All requests for payment must be accompanied by a narrative description of the scope of SERVICES performed by the CONSULTANT and sub-consultants during the period covered by the invoice. The narrative shall also describe the SERVICES anticipated to be performed during the next billing period.

C. **SUSPENSION OF PROGRESS PAYMENTS BY LIBRARY:** In the event the CONSULTANT falls fifteen (15%) percent behind the Project completion schedule set forth in a Purchase Order, no further progress payments will be made until the CONSULTANT brings the SERVICES back on schedule or a revised schedule is submitted and approved or until all SERVICES in the Purchase Order have been completed and accepted the LIBRARY.

D. **PAYMENT IN EVENT OF TERMINATION BY LIBRARY:** In the event this Contract is terminated or canceled prior to completion, payment shall be made in accordance with the provisions of Article VII.

E. **CHANGES WITHIN SCOPE; ALLOWANCE OF ADDITIONAL COMPENSATION:** If instructed to do so in writing by the LIBRARY, the CONSULTANT shall change or revise SERVICES that have been performed, and if such SERVICES are not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. In all disputes arising over the right to additional compensation, the LIBRARY shall determine whether substantial acceptable SERVICES have been done on documents such that changes, revisions or preparation of additional documents should result in additional compensation to the CONSULTANT. The CONSULTANT’s proposals for additional compensation shall be based on the fee and
hourly rate schedule set forth in Exhibit “B”. A written modification to the Contract shall be executed by both parties to reflect the additional SERVICES and cost of same, prior to commencement of performance of any additional SERVICES.

F. **TRAVEL AND PER DIEM**: Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statute.

G. **FEE LIMITATION CLAUSE**: The CONSULTANT shall utilize the same percentage fees and hourly rates as set forth in Exhibit “B” in fee negotiations for all projects, except as provided by Article II, paragraph H, Price Adjustment. The number of hours required to complete each project shall be negotiated at such time as the LIBRARY initiates fee negotiations for that project.

H. **PRICE ADJUSTMENT**

Written request for an hourly rates adjustment may be made only under the following conditions:

a. If a project specific contract’s performance period exceeds three (3) years a price adjustment may be requested not more than sixty (60) days after the end of the three (3) year period and for each annual period thereafter or for the remaining period of the contract if less than one (1) year.

b. For continuing contracts with a performance period that exceeds three (3) years, an adjustment may be requested not more than sixty (60) days after the end of three (3) years.

c. Retroactive requests for price adjustments will not be considered.

*The provisions of this clause shall not apply to contracts with fees based on ranges. Retroactive requests for price adjustments will not be considered.*

Any request for a price adjustment will be subject to negotiation and must be approved by the LIBRARY Chief Financial Officer. Any request for such increase shall be supported by adequate justification to include Consumer Price Index (CPI) documentation. The CPI documentation shall be based on the All Items, CPI-U, U.S. City Average, not seasonally adjusted index. The prevailing CPI in the month when the contract was executed by the LIBRARY shall be the base period from which changes in the CPI will be measured for the initial request for a price adjustment. Any subsequent requests for a price adjustment shall be based on the CPI prevailing in the month when an amendment effecting a previous price adjustment was executed by the LIBRARY.

The maximum allowable increase shall not exceed the percent change in the CPI from the base period (either the month when the contract was executed by the LIBRARY or the month when an amendment effecting a price adjustment was executed by the LIBRARY) to the CPI prevailing at time of request for a price adjustment and in no case shall it exceed 3%. Any price adjustment shall only be effective upon the execution of a written amendment to the contract executed by both parties.
III. BUILD WITHIN STATUTORY LIMITATIONS

A. The CONSULTANT shall accomplish the SERVICES for each project required under this Contract, at contract sums that do not exceed the guaranteed maximum contract price if set forth in the Purchase Order and in no event in excess of the limits as set forth in paragraph C below.

B. The CONSULTANT will promptly advise the LIBRARY if it finds that the project being constructed will exceed or is likely to exceed the limitations set forth herein and it is unable to build a usable facility within those limitations.

C. The estimated construction contract price for each project will vary, will be set forth in the respective Purchase Order, and will be subject to F.S. 287.055 limitations. The estimated construction cost for any project under this contract shall not exceed $2,000,000. Each Purchase Order shall specifically indicate the project’s guaranteed maximum price or if on the basis of time & materials, the estimated construction cost.

D. THE CONSULTANT and its subsidiaries, sub-contractors or affiliates who designed the project shall be ineligible for the award of the construction contract for that project.

IV. RESPONSIBILITY OF THE CONSULTANT

A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all work, and other SERVICES furnished by the CONSULTANT under this Contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its work and other SERVICES.

B. The Project Manager must be currently employed by the CONSULTANT and must be a licensed contractor in the State of Florida.

C. Substitution of the Project Manager or Other Key Personnel: The CONSULTANT shall not substitute any key personnel without the prior written approval of the LIBRARY Chief Financial Officer. Any such requests shall be supported by comprehensive documentation outlining the reason(s) for the proposed substitution to include the specific qualifications of the proposed substitute. Approval of the request shall be at the discretion of the LIBRARY. Further, the LIBRARY, in lieu of approving a substitution, may initiate other actions under the contract, including termination.

D. Neither the LIBRARY’S review, approval or acceptance of, nor payment for, the SERVICES required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LIBRARY in accordance with applicable law for all damages suffered directly or indirectly by the LIBRARY caused by the CONSULTANT’S negligent performance of any of the SERVICES furnished under this Contract. The rights and remedies of the LIBRARY provided for under this Contract are in addition to any other rights and remedies provided by law.
E. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

F. The LIBRARY may require in writing that the CONSULTANT remove from any project any of the CONSULTANT’S or sub-consultant(s) personnel that the LIBRARY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in Contract Amount or Contract Time based on the LIBRARY’s use of this provision will be valid. CONSULTANT and their sub-consultant(s) shall indemnify and hold the LIBRARY harmless from and against any claim by CONSULTANT’S or sub-consultant(s) personnel on account of the use of this provision.

G. The LIBRARY will provide the CONSULTANT and its sub-contractor(s) a copy of the LIBRARY’s Rules of Conduct, which will apply to the CONSULTANT and its subcontractor(s)’ personnel while on the LIBRARY’s own or leased property.

H. CONSULTANT shall coordinate its SERVICES with the services performed by the LIBRARY’s other consultants, such as the Architect, MEP, fire protection, and structural engineering firms engaged by Library for the various projects.

V. LIBRARY’S RIGHTS AND RESPONSIBILITIES

The LIBRARY shall:

A. Furnish the CONSULTANT with existing data, plans, profiles, and other information necessary or useful in connection with the planning of the program that is available in the LIBRARY’S files, all of which shall be and remain the property of the LIBRARY and shall be returned to the LIBRARY upon completion of the SERVICES to be performed by the CONSULTANT.

B. Make LIBRARY personnel available on a time-permitting basis, where required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely within the discretion of the LIBRARY.

VI. LIBRARY’S ‘DESIGNATED’ REPRESENTATIVE

It is understood and agreed that the LIBRARY designates the LIBRARY’s Facility and Operations Department Head, or designated representative, to represent the LIBRARY in all technical matters pertaining to and arising from the work and performance of this Contract. The LIBRARY’s Facility and Operations Department Head, or designated representative, shall have the following responsibilities:

A. Examination of all reports, sketches, drawings, estimates, Proposals, and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the LIBRARY’S approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
B. Transmission of instructions, receipt of information, and interpretation and definition of LIBRARY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract. Prompt written notice by the LIBRARY to the CONSULTANT whenever the LIBRARY observes, or otherwise becomes aware of, any defects or changes necessary in the Project.

VII. TERMINATION OF CONTRACT

A. TERM: The term of this Contract shall be for an period of three (3) years (“Initial Term”). The Initial Term may be extended upon mutual written agreement of both parties for two (2) additional one (1) year terms (“Extension Term(s)”). This Contract shall terminate at the expiration of the Initial Term and at the end of each Extension Term if not extended.

B. TERMINATION FOR DEFAULT:

The LIBRARY may, by written notice to the CONSULTANT, terminate this contract for default in whole or in part (task authorizations, if applicable) if the CONSULTANT fails to:

1. provide work or SERVICES that comply with the drawings and specifications for each project or fails to meet the LIBRARY’s performance standards

2. complete the work or to perform the SERVICES within the time specified in this contract or any extension.

3. make progress so as to endanger performance of this Contract

4. perform any of the other provisions of this Contract.

Prior to termination for default, the LIBRARY will provide adequate written notice to the CONSULTANT through the LIBRARY’s Chief Financial Officer, affording CONSULTANT the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) calendar days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONSULTANT. The CONSULTANT shall be liable for any damage to the LIBRARY resulting from the CONSULTANT’s default of the Contract. This liability includes any increased costs incurred by the LIBRARY in completing contract performance.

In the event of termination by the LIBRARY for any cause, the CONSULTANT will have, in no event, any claim against the LIBRARY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the LIBRARY the CONSULTANT shall:

- Stop all work and SERVICES on the date and to the extent specified.
- Terminate and settle all orders and sub-contracts relating to the performance of the terminated work and SERVICES.

- Transfer all work and SERVICES in process, completed work and SERVICES, and other materials related to the terminated work and SERVICES as directed by the LIBRARY.

- Continue and complete all parts of that work and SERVICES that have not been terminated.

If the CONSULTANT’S failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the CONSULTANT, the Contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

**B. TERMINATION FOR CONVENIENCE:**

The LIBRARY, by written notice, may terminate this Contract, in whole or in part, when it is in the LIBRARY’s interest for convenience. If this Contract is terminated for convenience, the LIBRARY shall be liable only for goods or SERVICES properly delivered and accepted. The LIBRARY’s Notice of Termination for convenience shall provide the CONSULTANT seven (7) days prior notice before it becomes effective. A termination for convenience may apply to individual Purchase Orders or to the Contract in its entirety.

**C. PAYMENT IN EVENT OF TERMINATION:**

If this Contract is terminated before performance is completed, the CONSULTANT’s sole and exclusive remedy is payment for SERVICES performed, and CONSULTANT shall be only paid for the SERVICES satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount that is the same percentage of the Contract price as the amount of SERVICES satisfactorily completed is a percentage of the total SERVICES called for by the Purchase Orders and this Contract. Any additional costs incurred by the LIBRARY as a result of such termination shall be deducted from the amount due the CONSULTANT, in the event the Contract termination is for cause as described herein.

**VIII. TERMINATION NOTICE**

The LIBRARY’s Chief Financial Officer, shall issue any and all notices involving termination of this contract.

**IX. INDEMNITY/INSURANCE AND SAFETY REQUIREMENTS**

CONSULTANT agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the LIBRARY’s review or acceptance of insurance maintained
by CONSULTANT is not intended to and shall not in any manner limit or qualify the
liabilities assumed by CONSULTANT under this contract. CONSULTANT is required to
maintain any coverage required by federal and state workers’ compensation or financial
responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as
may be amended from time to time.

The CONSULTANT shall require that each of its sub-consultants providing SERVICES
hereunder (if any) procures and maintains until the completion of their respective
SERVICES, insurance of the types and to the limits specified herein. CONSULTANT will
maintain a copy of the Certificate of Insurance (COI) in their files and will provide a copy
of the initial COI and updated/current COI’s to the LIBRARY.

Insurance carriers providing coverage required herein must be licensed to conduct
business in the State of Florida and must possess a current A.M. Best’s Financial Strength
Rating of A- Class VIII or better. (Note: State licenses can be checked via
www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

➢ Required Liability Coverage:

   ✗ Commercial General Liability - The CONSULTANT shall maintain coverage
issued on the most recent version of the ISO form as filed for use in Florida or
its equivalent, with a limit of liability of not less than $1,000,000 per occurrence.
CONSULTANT further agrees coverage shall not contain any endorsement(s)
excluding or limiting Product/Completed Operations, Contractual Liability, or
Separation of Insureds. The General Aggregate limit shall either apply
separately to this contract or shall be at least twice the required occurrence
limit.

➢ Required Liability Endorsements:

   ✗ Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include
products/completed operations

   ✗ Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire
endorsement and the applicable policy number.

➢ Required Automotive Coverage:

   ✗ Business Automobile Liability - The CONSULTANT shall maintain coverage for
all owned; non-owned and hired vehicles issued on the most recent version of
the ISO form as filed for use in Florida or its equivalent, with limits of not less
than $500,000 (five hundred thousand dollars) per accident. In the event the
CONSULTANT does not own automobiles the CONSULTANT shall maintain
coverage for hired and non-owned auto liability, which may be satisfied by way
of endorsement to the Commercial General Liability policy or separate
Business Auto Liability policy.
- **Required Automotive Endorsements:**
  - MCS-90- for operations governed by the Sections 29 & 30 of the Motor Carrier Act of 1980

- **Required Workers’ Compensation Coverage:**
  - Workers’ Compensation - The CONSULTANT shall maintain coverage for its employees with statutory workers’ compensation limits, and no less than $100,000 each incident of bodily injury or disease for Employers’ Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any CONSULTANT using an employee leasing company shall complete the Leased Employee Affidavit.

- **Required Workers’ Compensation Endorsements:**
  - Waiver of Subrogation- WC 00 03 13 or its equivalent

When a self-insured retention or deductible exceeds $50,000 the LIBRARY reserves the right to request a copy of CONSULTANT most recent annual report or audited financial statement. For policies written on a “Claims-Made” basis the CONSULTANT agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the CONSULTANT agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage.

By entering into this contract CONSULTANT agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the LIBRARY for the workers’ compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the CONSULTANT to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/SERVICES provided under this Contract the CONSULTANT shall provide the LIBRARY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the CONSULTANT shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the LIBRARY Board of Trustees.

CONSULTANT shall submit insurance renewal certificates annually to the LIBRARY and immediately upon request by either the LIBRARY or the LIBRARY’s contracted certificate compliance management firm. The certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. CONSULTANT shall notify the LIBRARY not less than thirty (30)
business days (ten [10] business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The CONSULTANT shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the LIBRARY or its certificate management representative five (5) business days prior to the effective date of the replacement policy(ies).

The certificate holder shall read:

Orange County Library Board of Trustees  
c/o Chief Financial Officer  
101 East Central Blvd  
Orlando, Florida 32801

**Payment and Performance Bonds:** The CONSULTANT shall execute and deliver to the LIBRARY unconditional Payment and Performance Bonds in compliance with F.S. 255.05 as security for the faithful performance and completion of the Work and payment for all materials and labor furnished or supplied in connection with all Work included in the Contract Documents for each Purchase Order. These Bonds shall be in amounts at least equal to the Contract Amount in the Purchase Order, shall name the LIBRARY as obligee and shall be in such form and by sureties of financial standing having a rating from A.M. Best Company (or other equivalent rating company) equal to or better than A- Class VI and must be included on the approved list of sureties issued by the United States Department of Treasury.

Should the Payment and Performance Bonds be issued by co-sureties, each surety listed on the bond shall meet the requirements above. In addition, each surety shall submit a power of attorney and all signatures of the co-sureties representatives shall be notarized and the “lead” surety shall be identified for the purposes of underwriting and claims management.

**INDEMNIFICATION - CONSULTANTS:**

The CONSULTANT to the extent permitted in Section 725.08, Florida Statutes shall indemnify and hold harmless the LIBRARY and its officers and employees from liabilities damages, losses, and costs (including attorney’s fees) to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and persons employed or utilized by the CONSULTANT in the performance of this Contract. The remedy provided to the LIBRARY by this paragraph shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise and shall survive the termination of this Contract.

**SAFETY AND PROTECTION OF PROPERTY (for SERVICES provided on the premises of LIBRARY)**

The CONSULTANT shall at all times:

- Initiate, maintain and supervise all safety precautions and programs in connection with its SERVICES or performance of its operations under this Contract.
➢ Take all reasonable precautions to prevent injury to CONSULTANT employees, LIBRARY employees. LIBRARY attendees and all other persons affected by their operations.

➢ Take all reasonable precautions to prevent damage or loss to property of LIBRARY, or of other vendors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.

➢ Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:

☑ Occupational Safety and Health Act (OSHA)
☑ National Institute for Occupational Safety & Health (NIOSH)
☑ National Fire Protection Association (NFPA)
☑ American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)

X.
TRUTH IN NEGOTIATION AND MAINTENANCE AND EXAMINATION OF RECORDS

A. The CONSULTANT hereby represents, covenants and warrants that wage rates and other factual unit costs supporting the compensation provided for in this Contract are accurate, complete and current as of the date of contracting. It is further agreed that the Contract price shall be adjusted to exclude any amounts where the LIBRARY determines the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

B. The CONSULTANT shall keep adequate records and supporting documents applicable to this Contract. Said records and documentation shall be retained by the CONSULTANT for a minimum of five (5) years from the date of final payment on this contract. If any litigation, claim or audit is commenced prior to the expiration of the five (5) year period, the records shall be maintained until all litigation, claims or audit findings involving the records have been resolved.

C. If applicable, time records and cost data shall be maintained in accordance with generally accepted accounting principles.

This includes full disclosure of all transactions associated with the contract. Also, if applicable, all financial information and data necessary to determine overhead rates in accordance with Federal and State regulatory agencies and the contract shall be maintained.

D. CONSULTANT’s “records and supporting documents” as referred to in this Contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, invoices, leases, contracts, commitments, arrangements,
notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the LIBRARY’s judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract document.

Such records and documents shall include (hard copy, as well as computer readable data, written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating worksheets; correspondence; change order files (including pricing data used to price change proposals and documentation covering negotiated settlements); back-charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other CONSULTANT records which may have a bearing on matters of interest to the LIBRARY in connection with the CONSULTANT’s dealings with the LIBRARY (all foregoing hereinafter referred to as “records and supporting documents”) to the extent necessary to adequately permit evaluation and verification of:

1) CONSULTANT compliance with contract requirements; or
2) Compliance with provisions for pricing change orders; or
3) Compliance with provisions for pricing invoices; or
4) Compliance with provisions regarding pricing of claims submitted by the CONSULTANT or his payees; or
5) Compliance with the LIBRARY’s business ethics; or
6) Compliance with applicable state statutes and LIBRARY Ordinances/Regulations.

E. Records and documents subject to audit shall also include those records and documents necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Contract. In those situations where CONSULTANT’s records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), CONSULTANT agrees to provide the LIBRARY’s representatives with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats.

F. The LIBRARY and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the LIBRARY deems necessary throughout the term of this contract and for a period of five (5) years after final payment. Such activity shall be conducted during normal business working hours. The LIBRARY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying.

G. The LIBRARY, during the period of time defined by the preceding paragraph, shall have the right to obtain a copy of and otherwise inspect any audit made at the direction of the CONSULTANT as concerns the aforesaid records and documentation.

H. Records and documentation shall be made accessible at the CONSULTANT’s local place of business. If the records are unavailable locally, it shall be the CONSULTANT’s responsibility to ensure that all required records are provided at the CONSULTANT’s
expense including payment of travel and maintenance costs incurred by the LIBRARY’s authorized representatives or designees in accessing records maintained out of the LIBRARY. The direct costs of copying records, excluding any overhead cost, shall be at the LIBRARY’s expense.

I. CONSULTANT shall require all payees (examples of payees include sub-consultants, insurance agents, material suppliers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between CONSULTANT and payee. Such requirements include a flow-down right of audit provisions in contracts with payees, which shall also apply to sub-consultants and sub-sub consultants, material suppliers, etc. CONSULTANT shall cooperate fully and shall cause all aforementioned parties and all of CONSULTANT’s sub-consultants (including those entering into lump sum sub-contracts and lump sum major material purchase orders) to cooperate fully in furnishing or in making available to the LIBRARY from time to time whenever requested in an expeditious manner any and all such records, documents, information, materials and data.

J. The LIBRARY’s authorized representatives or designees shall have reasonable access to the CONSULTANT’s facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall have adequate and appropriate work space, in order to conduct audits in compliance with this article.

K. Even after a change order proposal has been approved, CONSULTANT agrees that if the LIBRARY later determines the cost and pricing data submitted was inaccurate, incomplete, not current or not in compliance with the terms of the Contract regarding pricing of change orders, then an appropriate contract price reduction will be made. Such post-approval contract price adjustment will apply to all levels of Consultants and/or sub-consultants and to all types of change order proposals specifically including lump sum change orders, unit price change orders, and cost-plus change orders.

L. If an audit inspection or examination by the LIBRARY, or its designee, in accordance with this article discloses overpricing or overcharges (of any nature) by the CONSULTANT to the LIBRARY in excess of one-half of one percent (0.5%) of the total contract billings, the reasonable actual cost of the LIBRARY’s audit shall be reimbursed to the LIBRARY by the CONSULTANT. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the CONSULTANT’s invoices and/or records and supporting documents shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the LIBRARY’s findings to the CONSULTANT.

XI. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the CONSULTANT in connection with its SERVICES hereunder and are the property of the LIBRARY upon acceptance of same by the LIBRARY.
XII. WORK COMMENCEMENT/PROGRESS/DELAYS

A. **COMMENCEMENT AND TERM OF JOB:** The SERVICES to be rendered by the CONSULTANT shall be commenced subsequent to the execution of this Contract and upon written notice to proceed from the LIBRARY or designee for a specific project. SERVICES shall be completed within the time period agreed upon after Notice to Proceed.

B. **JOB SEGMENT DEADLINES:** A detailed segment completion schedule will be included in each Purchase Order. The purpose of this schedule is to:

1. Provide job segment deadlines for the CONSULTANT upon which the LIBRARY may rely;
2. Provide guidance for the LIBRARY in honoring the CONSULTANT’S monthly invoices for progress payments; and
3. Provide a framework against which the LIBRARY may suspend progress payments as provided in Article II C hereof.

C. **CONFERENCES:** The LIBRARY will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with representatives of the LIBRARY, or of other agencies interested in the Project on behalf of the LIBRARY. Either party to the Contract may request and be granted a conference.

D. **DELAYS NOT FAULT OF CONSULTANT; DISCRETIONARY EXTENSIONS OF COMPLETION TIME BY LIBRARY:** In the event there are delays on the part of the LIBRARY as to the approval of any of the drawings submitted by the CONSULTANT, or if there are delays occasioned by circumstance beyond the control of the CONSULTANT which delay the Project Schedule completion date, the LIBRARY may grant to the CONSULTANT, by “Letter of Approval of Project Schedule” an extension of the Contract time or revision to the Project Schedule, equal to the aforementioned delays, provided there are no changes in compensation or scope of SERVICES. It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient Contract time remains within which to complete SERVICES on the Project. In the event there have been delays which would affect the Project completion date, the CONSULTANT shall submit a written request to the LIBRARY which identifies the reason(s) for the delay and the amount of time related to each reason.

   The LIBRARY will review the request and make a determination as to granting all or part of the requested extension.

E. **SUSPENSION OF SERVICES BY LIBRARY:**

1. Right of LIBRARY to Suspend SERVICES and Order Resumption – The performance of CONSULTANT’S SERVICES hereunder may be suspended by the LIBRARY at any time. However, in the event the LIBRARY suspends the
performance of CONSULTANT’S SERVICES hereunder, it shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by CONSULTANT. The LIBRARY shall promptly pay to the CONSULTANT all fees which have become due and payable to the CONSULTANT prior to the effective date of such suspension. LIBRARY shall thereafter have no further obligation for payment to the CONSULTANT unless and until the LIBRARY notifies the CONSULTANT that the SERVICES of the CONSULTANT called for hereunder are to be resumed. Upon receipt of written notice from the LIBRARY that CONSULTANT’S SERVICES hereunder are to be resumed, CONSULTANT shall complete the SERVICES of CONSULTANT called for in any Purchase Order and this Contract and CONSULTANT, shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to it under this Contract, same to be payable in the manner specified herein.

In no event will the compensation or any part thereof become due or payable to CONSULTANT under this Contract unless and until CONSULTANT has attained that stage of SERVICES where the same would be due and payable to CONSULTANT under the provision of this Contract.

2. Renegotiation by CONSULTANT; Right to Terminate – If the aggregate time of the LIBRARY’S suspension or suspension of CONSULTANT’S SERVICES for a particular Purchase Order exceeds one hundred twenty (120) days, then CONSULTANT and LIBRARY shall, upon request of CONSULTANT, meet to assess the SERVICES remaining to be performed and the total fees paid to CONSULTANT hereunder. The parties shall then have the opportunity of negotiating a change in fees to be paid to the CONSULTANT for the balance of the SERVICES to be performed hereunder. No increase in fees to the CONSULTANT shall be allowed unless based upon clear and convincing evidence of an increase in CONSULTANT’S costs attributable to the aforesaid suspensions. If an increase in the CONSULTANT’S cost is demonstrated by clear and convincing evidence and the LIBRARY refuses to increase said fees, CONSULTANT may terminate this Contract by delivering written notice thereof to the LIBRARY within ten (10) days after the LIBRARY has given notice of its refusal to increase said fees.

XIII. STANDARDS OF CONDUCT

A. The CONSULTANT represents that he 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 he has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract.

B. The CONSULTANT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin in the performance of work under this Contract.
C. The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the CONSULTANT, or any interest in property which the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of this Contract will be immediately disclosed in writing to the LIBRARY. Violation of this section will be considered as justification for immediate termination of this Contract under the provisions of Article VII.

D. The CONSULTANT and its subsidiaries, sub-consultants or affiliates who designed the project, shall be ineligible for the award of the construction contract for that project.

XIV. ASSIGNABILITY; EMPLOYMENT OF SPECIALISTS

A. The CONSULTANT shall maintain an adequate and competent professional staff and may associate with such staff, professional specialists for the purpose of ensuring and enlarging its SERVICES hereunder, without additional cost to the LIBRARY. Should the CONSULTANT desire to utilize such specialists, the CONSULTANT is fully responsible for satisfactory completion of all work within the scope of this Contract.

B. The CONSULTANT shall be responsible for the integration of all specialists or outside professional work into the documents and for all payments to such specialists or subconsultants from the fee heretofore stated. SERVICES rendered by the CONSULTANT in connection with coordination of the SERVICES of the aforementioned personnel shall be considered within the scope of the basic Contract and no additional fee will be due the CONSULTANT for such SERVICES.

C. The CONSULTANT shall not assign any interest in this Contract and shall not transfer any interest in the same without prior written approval of the LIBRARY, provided that claims for the money due or to become due the CONSULTANT from the LIBRARY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the LIBRARY.

XV. INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY

A. The provisions of Florida Statute 768.28 applicable to LIBRARY apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the LIBRARY acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

B. No officer, employee or agent of the LIBRARY acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.
C. The LIBRARY shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

XVI. EQUAL OPPORTUNITY

The LIBRARY’s policies of equal opportunity and non-discrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified. It is also the LIBRARY policy that person(s) doing business with the LIBRARY shall recognize and comply with this policy and that the LIBRARY shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such:

A. The CONSULTANT shall adopt and maintain or provide evidence to the LIBRARY that CONSULTANT has adopted and maintains, a policy of nondiscrimination throughout the term of this Agreement.

B. The CONSULTANT agrees that, on written request, the CONSULTANT shall permit reasonable access to all business records or employment, employment advertisement, applications forms, and other pertinent data and records, by the LIBRARY, for the purpose of investigating to ascertain compliance with the non-discrimination provisions of this contract; provided, that the Contractor shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.

C. The CONSULTANT agrees that, if any obligations of this contract are to be performed by sub-contractor(s), the provisions of subparagraphs 1 and 2 of this Section shall be incorporated into and become a part of the sub-contract.

XVII. CONTROLLING LAWS

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the provisions of this Contract will be held in Orange County, Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

XVIII. CONTRACT CLAIMS

“Claim” as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a CONSULTANT against the LIBRARY relating to a particular contract shall be submitted to the LIBRARY’s Chief Financial Officer in writing clearly labeled “Contract Claim” requesting a final decision. The CONSULTANT also shall provide with the claim a certification as follows: “I certify that the claim is made in good faith; that the supporting data are accurate and
complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the CONSULTANT believes the LIBRARY is liable; and that I am duly authorized to certify the claim on behalf of the CONSULTANT."

**Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.**

The decision of the LIBRARY’s Chief Financial Officer shall be issued in writing and shall be furnished to the CONSULTANT. The decision shall state the reasons for the decision reached. The LIBRARY’s Chief Financial Officer shall render the final decision within sixty (60) days after receipt of CONSULTANT’s written request for a final decision. The LIBRARY’s Chief Financial Officer decision shall be final and conclusive.

The CONSULTANT shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the LIBRARY’s Chief Financial Officer.

**XIX. AVAILABILITY OF FUNDS**

The obligations of LIBRARY under this Contract are subject to availability of funds lawfully appropriated for its purpose by the LIBRARY Board of Trustees, or other specified funding source for this contract.

**XX. PROHIBITION AGAINST CONTINGENT FEES**

The CONSULTANT warrants that they have 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 they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract. For the breach or violation of this provision, the LIBRARY shall have the right to terminate the Contract at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**XXI. TOBACCO FREE CAMPUS**

By executing this Contract, CONSULTANT acknowledges that all LIBRARY facilities and operations shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Consultants and their personnel and sub-contractor personnel during contract performance on LIBRARY owned or leased property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.
XXII. DRUG FREE WORKPLACE:

By executing this Contract, CONSULTANT acknowledges the LIBRARY’s Drug Free Workplace requirement applies to the CONSULTANT and their sub-consultants.

XXIII. VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person performing SERVICES under this contract, the CONSULTANT shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of: (a) all employees within the State of Florida that are hired by the CONSULTANT after the execution of the contract who are providing labor under the contract during the contract term; and, (b) all employees within the State of Florida of any of the CONSULTANT’S sub-consultants that are hired by those sub-consultants after the execution of the contract who are providing labor under the contract during the contract term. Please refer to USCIS.gov for more information on this process.

Only those employees determined eligible to work within the United States shall be employed under the contract.

Therefore, by submission of a proposal in response to this solicitation, the CONSULTANT confirms that all employees in the above categories will undergo e-verification before performing labor under this contract. The CONSULTANT further confirms his commitment to comply with the requirement by completing the E-Verification certification, contained in this solicitation.

XXIV. ASBESTOS FREE MATERIALS

CONSULTANT shall provide a written and notarized statement on company letterhead to certify and warrant that the project was built with asbestos free materials. Such statement shall be submitted with the final payment request. Final payment shall not be made until such statement is submitted. CONSULTANT agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction, CONSULTANT shall be liable for all costs related to the abatement of such asbestos.

XXV. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:

By executing this Contract, the CONSULTANT affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its sub-contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

XXVI. FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS:

By executing this Contract, the CONSULTANT affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.
XXVII. SEVERABILITY

The provisions of this Contract are declared by the parties to be severable. However, the material provisions of this Contract are dependent upon one another, and such interdependencies a material inducement for the parties to enter into this Contract. Therefore, should any material term, provision, covenant or condition of this Contract be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

XXVIII. PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)

The LIBRARY is a public agency subject to Chapter 119, Florida Statutes. The Consultant agrees to comply with Florida’s Public Records Law. Specifically, the CONSULTANT shall:

- Keep and maintain public records required by LIBRARY to perform the service.
- Upon request from LIBRARY’s custodian of public records, provide LIBRARY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to LIBRARY.
- Upon completion of the contract, CONSULTANT agrees to transfer at no cost to LIBRARY all public records in possession of the CONSULTANT or keep and maintain public records required by LIBRARY to perform the service. If the CONSULTANT transfers all public record to LIBRARY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to LIBRARY, upon request from LIBRARY’s custodian of public records, in a format that is compatible with the information technology systems of LIBRARY.
- A CONSULTANT who fails to provide the public records to LIBRARY within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT LOVEVIA WILLIAMS, THE LIBRARY’s CUSTODIAN OF PUBLIC RECORDS AT:
XXIX. SCRUTINIZED COMPANIES LIST

By executing this Agreement, the CONSULTANT certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725 of the Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473 of the Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5) of the Florida Statutes, Space Florida may immediately terminate this Agreement for cause if the CONSULTANT is found to have submitted a false certification as to the above or if the CONSULTANT is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If LIBRARY determines that the CONSULTANT has submitted a false certification, LIBRARY will provide written notice to the CONSULTANT. Unless the CONSULTANT demonstrates in writing, within 90 calendar days of receipt of the notice, that LIBRARY’s determination of false certification was made in error, LIBRARY shall bring a civil action against the CONSULTANT. If LIBRARY’s determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed on the CONSULTANT, and the CONSULTANT will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of LIBRARY’s determination of false certification by the CONSULTANT.

b. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition in this Section, this Section shall be null and void without further action of the parties.

XXX. RFQ OCLS-19-006 Inclusion:

By executing this Contract, CONSULTANT acknowledges that in addition to the terms and conditions in this Contract, the terms and conditions in RFQ OCLS-19-006 which lead to the creation of this Contract are binding. CONSULTANT also acknowledges the forms signed in their proposal submission including but limited to Drug Free Workplace, Conflict of Interest, E-Verification, Scrutinized Companies List, are binding upon them and their sub-consultants.
| Signature | Kristopher S. Shoemaker  
|-----------|--------------------------  
| Name Typed or Printed | CMA, CGFO, CPFIM, CHAE, CHTP  
| Title | Chief Financial Officer  
| Consultant Signed Date | LIBRARY Signed Date  

**CONSULTANT**

Orange County Library Systems
Contract OCLS 19-006-B
Continuing Construction Management Services
Exhibit “A”
Scope of Services

I. Services. The CONSULTANT shall provide and or perform and be fully responsible for the various professional construction management services required for each assigned project either by self-performance or through subcontractors. The various professional construction management services, depending on the scope, composition and complexity of each project may include, but not necessarily be limited to:

The required construction management services encompasses minor construction, repair, remodeling, renovation, rehabilitation, alteration, upgrade, maintenance services, site work and new construction related to Library buildings and facilities located throughout Orange County Florida generally with limited design requirements and valued generally less than $1,000,000. Because any Services under this continuing contract will be on an as needed basis, exact project specifications are generally not available. The Services shall be performed in accordance with industry standards and in compliance with federal, state, and local published rules, regulations, standards and/or statutes.
Contract OCLS 19-006-B  
Continuing Construction Management Services  
Exhibit "B"  
Fees and Rates

The schedule, guaranteed maximum price, fees, rates, costs, and expenses shall be negotiated at the time of the Purchase Order for the Services for each project.
CONTRACT OCLS-19-006-C

THIS CONTRACT made and entered into this ______ day of November, 2019, by and between the:

Orange County Library System
101 East Central Blvd
Orlando, Florida 32801

a special independent taxing district of the State of Florida, hereinafter referred to as “LIBRARY” and:

Ruby Builders, Inc.
3939 Silver Star Road
Orlando, FL 32808
FEDERAL I. D. # 59-0863156

hereinafter referred to as “CONSULTANT”.

RECITALS

WHEREAS, the LIBRARY desires to retain Continuing Professional construction management services for the OCLS Main Library and it’s 15 Branch locations (“SERVICES”). The type and scope of SERVICES to be performed by CONSULTANT are described in Exhibit “A”, Scope of Services, which is attached to this Contract, and incorporated by reference herein.

WHEREAS, the LIBRARY desires to engage the CONSULTANT in connection with the SERVICES required, upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of obtaining of performing such SERVICES upon said terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

I. SCOPE OF SERVICES

A. Authorization of Services for Each Project: As the LIBRARY generates individual projects, the CONSULTANT will be provided with a Scope of Work statement for the particular project. This statement will provide the basis for the CONSULTANT and the LIBRARY’s Project Manager to mutually develop a clearly defined comprehensive Scope of Services. On the basis of the Scope of Services, the CONSULTANT will prepare and submit for the LIBRARY’s consideration a detailed proposal covering the scope, schedule and cost of the professional SERVICES and any other related costs, including a guaranteed maximum price for the work. The proposal will itemize the hours and tasks to be performed for the SERVICES using the fees and negotiated hourly rates attached as Exhibit “B” to calculate the proposed fee for the SERVICES. The LIBRARY will review and negotiate the proposal, schedule, guaranteed maximum price, and fee with the CONSULTANT. After mutual agreement on the proposal, schedule, and fee, a purchase order will be generated (“Purchase Order”) and a “Notice to Proceed” letter will be issued by the LIBRARY, giving authorization to the CONSULTANT to proceed with performing and completing the agreed to SERVICES.
B. **Performance of Services.** The CONSULTANT shall diligently and in a timely manner perform the SERVICES for the LIBRARY in accordance with the terms of the approved Purchase Order and substantially complete the construction work in the time set forth in the Purchase Order.

II. **PAYMENT**

A. **FEES:** The LIBRARY agrees to pay the CONSULTANT for the SERVICES described in the approved Purchase Orders as set forth herein and in the Purchase Order.

B. **PAYMENTS:** The LIBRARY shall pay the CONSULTANT in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

Progress payments shall be due and payable monthly in proportion to the percentage of SERVICES approved and accepted, in writing, by the LIBRARY. All invoices shall be prepared in the format prescribed by the LIBRARY. When an invoice includes charges from a sub-consultant, the sub-consultant’s invoice/backup shall accompany the CONSULTANT’S invoice. A separate Pay Item Breakdown sheet for the CONSULTANT and each sub-consultant shall accompany each invoice. The CONSULTANT’S Pay Item Breakdown sheet shall include, in aggregate, the CONSULTANT’S and sub-consultant’s pay items. All requests for payment must be accompanied by a narrative description of the scope of SERVICES performed by the CONSULTANT and sub-consultants during the period covered by the invoice. The narrative shall also describe the SERVICES anticipated to be performed during the next billing period.

C. **SUSPENSION OF PROGRESS PAYMENTS BY LIBRARY:** In the event the CONSULTANT falls fifteen (15%) percent behind the Project completion schedule set forth in a Purchase Order, no further progress payments will be made until the CONSULTANT brings the SERVICES back on schedule or a revised schedule is submitted and approved or until all SERVICES in the Purchase Order have been completed and accepted the LIBRARY.

D. **PAYMENT IN EVENT OF TERMINATION BY LIBRARY:** In the event this Contract is terminated or canceled prior to completion, payment shall be made in accordance with the provisions of Article VII.

E. **CHANGES WITHIN SCOPE; ALLOWANCE OF ADDITIONAL COMPENSATION:** If instructed to do so in writing by the LIBRARY, the CONSULTANT shall change or revise SERVICES that have been performed, and if such SERVICES are not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. In all disputes arising over the right to additional compensation, the LIBRARY shall determine whether substantial acceptable SERVICES have been done on documents such that changes, revisions or preparation of additional documents should result in additional compensation to the CONSULTANT. The CONSULTANT’s proposals for additional compensation shall be based on the fee and
hourly rate schedule set forth in Exhibit “B”. A written modification to the Contract shall be executed by both parties to reflect the additional SERVICES and cost of same, prior to commencement of performance of any additional SERVICES.

F. TRAVEL AND PER DIEM: Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statute.

G. FEE LIMITATION CLAUSE: The CONSULTANT shall utilize the same percentage fees and hourly rates as set forth in Exhibit “B” in fee negotiations for all projects, except as provided by Article II, paragraph H, Price Adjustment. The number of hours required to complete each project shall be negotiated at such time as the LIBRARY initiates fee negotiations for that project.

H. PRICE ADJUSTMENT

Written request for an hourly rates adjustment may be made only under the following conditions:

a. If a project specific contract’s performance period exceeds three (3) years a price adjustment may be requested not more than sixty (60) days after the end of the three (3) year period and for each annual period thereafter or for the remaining period of the contract if less than one (1) year.

b. For continuing contracts with a performance period that exceeds three (3) years, an adjustment may be requested not more than sixty (60) days after the end of three (3) years.

c. Retroactive requests for price adjustments will not be considered.

The provisions of this clause shall not apply to contracts with fees based on ranges. Retroactive requests for price adjustments will not be considered.

Any request for a price adjustment will be subject to negotiation and must be approved by the LIBRARY Chief Financial Officer. Any request for such increase shall be supported by adequate justification to include Consumer Price Index (CPI) documentation. The CPI documentation shall be based on the All Items, CPI-U, U.S. City Average, not seasonally adjusted index. The prevailing CPI in the month when the contract was executed by the LIBRARY shall be the base period from which changes in the CPI will be measured for the initial request for a price adjustment. Any subsequent requests for a price adjustment shall be based on the CPI prevailing in the month when an amendment effecting a previous price adjustment was executed by the LIBRARY.

The maximum allowable increase shall not exceed the percent change in the CPI from the base period (either the month when the contract was executed by the LIBRARY or the month when an amendment effecting a price adjustment was executed by the LIBRARY) to the CPI prevailing at time of request for a price adjustment and in no case shall it exceed 3%. Any price adjustment shall only be effective upon the execution of a written amendment to the contract executed by both parties.
III. BUILD WITHIN STATUTORY LIMITATIONS

A. The CONSULTANT shall accomplish the SERVICES for each project required under this Contract, at contract sums that do not exceed the guaranteed maximum contract price if set forth in the Purchase Order and in no event in excess of the limits as set forth in paragraph C below.

B. The CONSULTANT will promptly advise the LIBRARY if it finds that the project being constructed will exceed or is likely to exceed the limitations set forth herein and it is unable to build a usable facility within those limitations.

C. The estimated construction contract price for each project will vary, will be set forth in the respective Purchase Order, and will be subject to F.S. 287.055 limitations. The estimated construction cost for any project under this contract shall not exceed $2,000,000. Each Purchase Order shall specifically indicate the project’s guaranteed maximum price or if on the basis of time & materials, the estimated construction cost.

D. THE CONSULTANT and its subsidiaries, sub-contractors or affiliates who designed the project shall be ineligible for the award of the construction contract for that project.

IV. RESPONSIBILITY OF THE CONSULTANT

A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all work, and other SERVICES furnished by the CONSULTANT under this Contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its work and other SERVICES.

B. The Project Manager must be currently employed by the CONSULTANT and must be a licensed contractor in the State of Florida.

C. Substitution of the Project Manager or Other Key Personnel: The CONSULTANT shall not substitute any key personnel without the prior written approval of the LIBRARY Chief Financial Officer. Any such requests shall be supported by comprehensive documentation outlining the reason(s) for the proposed substitution to include the specific qualifications of the proposed substitute. Approval of the request shall be at the discretion of the LIBRARY. Further, the LIBRARY, in lieu of approving a substitution, may initiate other actions under the contract, including termination.

D. Neither the LIBRARY’S review, approval or acceptance of, nor payment for, the SERVICES required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LIBRARY in accordance with applicable law for all damages suffered directly or indirectly by the LIBRARY caused by the CONSULTANT’S negligent performance of any of the SERVICES furnished under this Contract. The rights and remedies of the LIBRARY provided for under this Contract are in addition to any other rights and remedies provided by law.
E. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

F. The LIBRARY may require in writing that the CONSULTANT remove from any project any of the CONSULTANT’S or sub-consultant(s) personnel that the LIBRARY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in Contract Amount or Contract Time based on the LIBRARY’s use of this provision will be valid. CONSULTANT and their sub-consultant(s) shall indemnify and hold the LIBRARY harmless from and against any claim by CONSULTANT’S or sub-consultant(s) personnel on account of the use of this provision.

G. The LIBRARY will provide the CONSULTANT and its sub-contractor(s) a copy of the LIBRARY’s Rules of Conduct, which will apply to the CONSULTANT and its subcontractor(s)’ personnel while on the LIBRARY’s own or leased property.

H. CONSULTANT shall coordinate its SERVICES with the services performed by the LIBRARY’s other consultants, such as the Architect, MEP, fire protection, and structural engineering firms engaged by Library for the various projects.

V. LIBRARY’S RIGHTS AND RESPONSIBILITIES

The LIBRARY shall:

A. Furnish the CONSULTANT with existing data, plans, profiles, and other information necessary or useful in connection with the planning of the program that is available in the LIBRARY’S files, all of which shall be and remain the property of the LIBRARY and shall be returned to the LIBRARY upon completion of the SERVICES to be performed by the CONSULTANT.

B. Make LIBRARY personnel available on a time-permitting basis, where required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely within the discretion of the LIBRARY.

VI. LIBRARY’S ‘DESIGNATED’ REPRESENTATIVE

It is understood and agreed that the LIBRARY designates the LIBRARY’s Facility and Operations Department Head, or designated representative, to represent the LIBRARY in all technical matters pertaining to and arising from the work and performance of this Contract. The LIBRARY’s Facility and Operations Department Head, or designated representative, shall have the following responsibilities:

A. Examination of all reports, sketches, drawings, estimates, Proposals, and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the LIBRARY’S approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
B. Transmission of instructions, receipt of information, and interpretation and definition of LIBRARY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract. Prompt written notice by the LIBRARY to the CONSULTANT whenever the LIBRARY observes, or otherwise becomes aware of, any defects or changes necessary in the Project.

VII. TERMINATION OF CONTRACT

A. TERM: The term of this Contract shall be for an period of three (3) years (“Initial Term”). The Initial Term may be extended upon mutual written agreement of both parties for two (2) additional one (1) year terms (“Extension Term(s)”). This Contract shall terminate at the expiration of the Initial Term and at the end of each Extension Term if not extended.

B. TERMINATION FOR DEFAULT:

The LIBRARY may, by written notice to the CONSULTANT, terminate this contract for default in whole or in part (task authorizations, if applicable) if the CONSULTANT fails to:

1. provide work or SERVICES that comply with the drawings and specifications for each project or fails to meet the LIBRARY’s performance standards

2. complete the work or to perform the SERVICES within the time specified in this contract or any extension.

3. make progress so as to endanger performance of this Contract

4. perform any of the other provisions of this Contract.

Prior to termination for default, the LIBRARY will provide adequate written notice to the CONSULTANT through the LIBRARY’s Chief Financial Officer, affording CONSULTANT the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) calendar days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONSULTANT. The CONSULTANT shall be liable for any damage to the LIBRARY resulting from the CONSULTANT’s default of the Contract. This liability includes any increased costs incurred by the LIBRARY in completing contract performance.

In the event of termination by the LIBRARY for any cause, the CONSULTANT will have, in no event, any claim against the LIBRARY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the LIBRARY the CONSULTANT shall:

- Stop all work and SERVICES on the date and to the extent specified.
➢ Terminate and settle all orders and sub-contracts relating to the performance of the terminated work and SERVICES

➢ Transfer all work and SERVICES in process, completed work and SERVICES, and other materials related to the terminated work and SERVICES as directed by the LIBRARY.

➢ Continue and complete all parts of that work and SERVICES that have not been terminated.

If the CONSULTANT’S failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the CONSULTANT, the Contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. TERMINATION FOR CONVENIENCE:

The LIBRARY, by written notice, may terminate this Contract, in whole or in part, when it is in the LIBRARY’s interest for convenience. If this Contract is terminated for convenience, the LIBRARY shall be liable only for goods or SERVICES properly delivered and accepted. The LIBRARY’s Notice of Termination for convenience shall provide the CONSULTANT seven (7) days prior notice before it becomes effective. A termination for convenience may apply to individual Purchase Orders or to the Contract in its entirety.

C. PAYMENT IN EVENT OF TERMINATION:

If this Contract is terminated before performance is completed, the CONSULTANT’s sole and exclusive remedy is payment for SERVICES performed, and CONSULTANT shall be only paid for the SERVICES satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount that is the same percentage of the Contract price as the amount of SERVICES satisfactorily completed is a percentage of the total SERVICES called for by the Purchase Orders and this Contract. Any additional costs incurred by the LIBRARY as a result of such termination shall be deducted from the amount due the CONSULTANT, in the event the Contract termination is for cause as described herein.

VIII. TERMINATION NOTICE

The LIBRARY’s Chief Financial Officer, shall issue any and all notices involving termination of this contract.

IX. INDEMNITY/INSURANCE AND SAFETY REQUIREMENTS

CONSULTANT agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the LIBRARY’s review or acceptance of insurance maintained
by CONSULTANT is not intended to and shall not in any manner limit or qualify the liabilities assumed by CONSULTANT under this contract. CONSULTANT is required to maintain any coverage required by federal and state workers’ compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The CONSULTANT shall require that each of its sub-consultants providing SERVICES hereunder (if any) procures and maintains until the completion of their respective SERVICES, insurance of the types and to the limits specified herein. CONSULTANT will maintain a copy of the Certificate of Insurance (COI) in their files and will provide a copy of the initial COI and updated/current COI’s to the LIBRARY.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best’s Financial Strength Rating of A- Class VIII or better. (Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

- **Required Liability Coverage:**
  - Commercial General Liability - The CONSULTANT shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than $1,000,000 per occurrence. CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

- **Required Liability Endorsements:**
  - Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents. Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
  - Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent. Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

- **Required Automotive Coverage:**
  - Business Automobile Liability - The CONSULTANT shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than $500,000 (five hundred thousand dollars) per accident. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
Required Automotive Endorsements:

- MCS-90- for operations governed by the Sections 29 & 30 of the Motor Carrier Act of 1980

Required Workers’ Compensation Coverage:

- Workers’ Compensation - The CONSULTANT shall maintain coverage for its employees with statutory workers’ compensation limits, and no less than $100,000 each incident of bodily injury or disease for Employers’ Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any CONSULTANT using an employee leasing company shall complete the Leased Employee Affidavit.

Required Workers’ Compensation Endorsements:

- Waiver of Subrogation- WC 00 03 13 or its equivalent

When a self-insured retention or deductible exceeds $50,000 the LIBRARY reserves the right to request a copy of CONSULTANT most recent annual report or audited financial statement. For policies written on a “Claims-Made” basis the CONSULTANT agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the CONSULTANT agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage.

By entering into this contract CONSULTANT agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the LIBRARY for the workers’ compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the CONSULTANT to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/SERVICES provided under this Contract the CONSULTANT shall provide the LIBRARY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the CONSULTANT shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the LIBRARY Board of Trustees.

CONSULTANT shall submit insurance renewal certificates annually to the LIBRARY and immediately upon request by either the LIBRARY or the LIBRARY’s contracted certificate compliance management firm. The certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. CONSULTANT shall notify the LIBRARY not less than thirty (30)
business days (ten [10] business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The CONSULTANT shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the LIBRARY or its certificate management representative five (5) business days prior to the effective date of the replacement policy(ies).

The certificate holder shall read:

Orange County Library Board of Trustees  
c/o Chief Financial Officer  
101 East Central Blvd  
Orlando, Florida 32801

**Payment and Performance Bonds:** The CONSULTANT shall execute and deliver to the LIBRARY unconditional Payment and Performance Bonds in compliance with F.S. 255.05 as security for the faithful performance and completion of the Work and payment for all materials and labor furnished or supplied in connection with all Work included in the Contract Documents for each Purchase Order. These Bonds shall be in amounts at least equal to the Contract Amount in the Purchase Order, shall name the LIBRARY as obligee and shall be in such form and by sureties of financial standing having a rating from A.M. Best Company (or other equivalent rating company) equal to or better than A- Class VI and must be included on the approved list of sureties issued by the United States Department of Treasury.

Should the Payment and Performance Bonds be issued by co-sureties, each surety listed on the bond shall meet the requirements above. In addition, each surety shall submit a power of attorney and all signatures of the co-sureties representatives shall be notarized and the “lead” surety shall be identified for the purposes of underwriting and claims management.

**INDEMNIFICATION - CONSULTANTS:**

The CONSULTANT to the extent permitted in Section 725.08, Florida Statutes shall indemnify and hold harmless the LIBRARY and its officers and employees from liabilities damages, losses, and costs (including attorney’s fees) to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and persons employed or utilized by the CONSULTANT in the performance of this Contract. The remedy provided to the LIBRARY by this paragraph shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise and shall survive the termination of this Contract.

**SAFETY AND PROTECTION OF PROPERTY (for SERVICES provided on the premises of LIBRARY)**

The CONSULTANT shall at all times:

- Initiate, maintain and supervise all safety precautions and programs in connection with its SERVICES or performance of its operations under this Contract.
➤ Take all reasonable precautions to prevent injury to CONSULTANT employees, LIBRARY employees, LIBRARY attendees and all other persons affected by their operations.

➤ Take all reasonable precautions to prevent damage or loss to property of LIBRARY, or of other vendors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.

➤ Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:

✓ Occupational Safety and Health Act (OSHA)
✓ National Institute for Occupational Safety & Health (NIOSH)
✓ National Fire Protection Association (NFPA)
✓ American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)

X. TRUTH IN NEGOTIATION AND MAINTENANCE AND EXAMINATION OF RECORDS

A. The CONSULTANT hereby represents, covenants and warrants that wage rates and other factual unit costs supporting the compensation provided for in this Contract are accurate, complete and current as of the date of contracting. It is further agreed that the Contract price shall be adjusted to exclude any amounts where the LIBRARY determines the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

B. The CONSULTANT shall keep adequate records and supporting documents applicable to this Contract. Said records and documentation shall be retained by the CONSULTANT for a minimum of five (5) years from the date of final payment on this contract. If any litigation, claim or audit is commenced prior to the expiration of the five (5) year period, the records shall be maintained until all litigation, claims or audit findings involving the records have been resolved.

C. If applicable, time records and cost data shall be maintained in accordance with generally accepted accounting principles.

This includes full disclosure of all transactions associated with the contract. Also, if applicable, all financial information and data necessary to determine overhead rates in accordance with Federal and State regulatory agencies and the contract shall be maintained.

D. CONSULTANT’s “records and supporting documents” as referred to in this Contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, invoices, leases, contracts, commitments, arrangements,
notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the LIBRARY’s judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract document.

Such records and documents shall include (hard copy, as well as computer readable data, written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating worksheets; correspondence; change order files (including pricing data used to price change proposals and documentation covering negotiated settlements); back-charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other CONSULTANT records which may have a bearing on matters of interest to the LIBRARY in connection with the CONSULTANT’s dealings with the LIBRARY (all foregoing hereinafter referred to as “records and supporting documents”) to the extent necessary to adequately permit evaluation and verification of:

1) CONSULTANT compliance with contract requirements; or
2) Compliance with provisions for pricing change orders; or
3) Compliance with provisions for pricing invoices; or
4) Compliance with provisions regarding pricing of claims submitted by the CONSULTANT or his payees; or
5) Compliance with the LIBRARY’s business ethics; or
6) Compliance with applicable state statutes and LIBRARY Ordinances/Regulations.

E. Records and documents subject to audit shall also include those records and documents necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Contract. In those situations where CONSULTANT’s records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), CONSULTANT agrees to provide the LIBRARY’s representatives with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats.

F. The LIBRARY and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the LIBRARY deems necessary throughout the term of this contract and for a period of five (5) years after final payment. Such activity shall be conducted during normal business working hours. The LIBRARY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying.

G. The LIBRARY, during the period of time defined by the preceding paragraph, shall have the right to obtain a copy of and otherwise inspect any audit made at the direction of the CONSULTANT as concerns the aforesaid records and documentation.

H. Records and documentation shall be made accessible at the CONSULTANT’s local place of business. If the records are unavailable locally, it shall be the CONSULTANT’s responsibility to ensure that all required records are provided at the CONSULTANT’s
expense including payment of travel and maintenance costs incurred by the LIBRARY’s authorized representatives or designees in accessing records maintained out of the LIBRARY. The direct costs of copying records, excluding any overhead cost, shall be at the LIBRARY’s expense.

I. CONSULTANT shall require all payees (examples of payees include sub-consultants, insurance agents, material suppliers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between CONSULTANT and payee. Such requirements include a flow-down right of audit provisions in contracts with payees, which shall also apply to sub-consultants and sub-sub consultants, material suppliers, etc. CONSULTANT shall cooperate fully and shall cause all aforementioned parties and all of CONSULTANT’s sub-consultants (including those entering into lump sum sub-contracts and lump sum major material purchase orders) to cooperate fully in furnishing or in making available to the LIBRARY from time to time whenever requested in an expeditious manner any and all such records, documents, information, materials and data.

J. The LIBRARY’s authorized representatives or designees shall have reasonable access to the CONSULTANT’s facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall have adequate and appropriate work space, in order to conduct audits in compliance with this article.

K. Even after a change order proposal has been approved, CONSULTANT agrees that if the LIBRARY later determines the cost and pricing data submitted was inaccurate, incomplete, not current or not in compliance with the terms of the Contract regarding pricing of change orders, then an appropriate contract price reduction will be made. Such post-approval contract price adjustment will apply to all levels of Consultants and/or sub-consultants and to all types of change order proposals specifically including lump sum change orders, unit price change orders, and cost-plus change orders.

L. If an audit inspection or examination by the LIBRARY, or its designee, in accordance with this article discloses overpricing or overcharges (of any nature) by the CONSULTANT to the LIBRARY in excess of one-half of one percent (0.5%) of the total contract billings, the reasonable actual cost of the LIBRARY’s audit shall be reimbursed to the LIBRARY by the CONSULTANT. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the CONSULTANT’s invoices and/or records and supporting documents shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the LIBRARY’s findings to the CONSULTANT.

XI. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the CONSULTANT in connection with its SERVICES hereunder and are the property of the LIBRARY upon acceptance of same by the LIBRARY.
XII. WORK COMMENCEMENT/PROGRESS/DELAYS

A. **COMMENCEMENT AND TERM OF JOB**: The SERVICES to be rendered by the CONSULTANT shall be commenced subsequent to the execution of this Contract and upon written notice to proceed from the LIBRARY or designee for a specific project. SERVICES shall be completed within the time period agreed upon after Notice to Proceed.

B. **JOB SEGMENT DEADLINES**: A detailed segment completion schedule will be included in each Purchase Order. The purpose of this schedule is to:

1. Provide job segment deadlines for the CONSULTANT upon which the LIBRARY may rely;
2. Provide guidance for the LIBRARY in honoring the CONSULTANT’S monthly invoices for progress payments; and
3. Provide a framework against which the LIBRARY may suspend progress payments as provided in Article II C hereof.

C. **CONFERENCES**: The LIBRARY will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with representatives of the LIBRARY, or of other agencies interested in the Project on behalf of the LIBRARY. Either party to the Contract may request and be granted a conference.

D. **DELAYS NOT FAULT OF CONSULTANT; DISCRETIONARY EXTENSIONS OF COMPLETION TIME BY LIBRARY**: In the event there are delays on the part of the LIBRARY as to the approval of any of the drawings submitted by the CONSULTANT, or if there are delays occasioned by circumstance beyond the control of the CONSULTANT which delay the Project Schedule completion date, the LIBRARY may grant to the CONSULTANT, by “Letter of Approval of Project Schedule” an extension of the Contract time or revision to the Project Schedule, equal to the aforementioned delays, provided there are no changes in compensation or scope of SERVICES. It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient Contract time remains within which to complete SERVICES on the Project. In the event there have been delays which would affect the Project completion date, the CONSULTANT shall submit a written request to the LIBRARY which identifies the reason(s) for the delay and the amount of time related to each reason.

The LIBRARY will review the request and make a determination as to granting all or part of the requested extension.

E. **SUSPENSION OF SERVICES BY LIBRARY**:

1. Right of LIBRARY to Suspend SERVICES and Order Resumption – The performance of CONSULTANT’S SERVICES hereunder may be suspended by the LIBRARY at any time. However, in the event the LIBRARY suspends the
performance of CONSULTANT’S SERVICES hereunder, it shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by CONSULTANT. The LIBRARY shall promptly pay to the CONSULTANT all fees which have become due and payable to the CONSULTANT prior to the effective date of such suspension. LIBRARY shall thereafter have no further obligation for payment to the CONSULTANT unless and until the LIBRARY notifies the CONSULTANT that the SERVICES of the CONSULTANT called for hereunder are to be resumed. Upon receipt of written notice from the LIBRARY that CONSULTANT’S SERVICES hereunder are to be resumed, CONSULTANT shall complete the SERVICES of CONSULTANT called for in any Purchase Order and this Contract and CONSULTANT, shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to it under this Contract, same to be payable in the manner specified herein.

In no event will the compensation or any part thereof become due or payable to CONSULTANT under this Contract unless and until CONSULTANT has attained that stage of SERVICES where the same would be due and payable to CONSULTANT under the provision of this Contract.

2. Renegotiation by CONSULTANT; Right to Terminate – If the aggregate time of the LIBRARY’S suspension or suspension of CONSULTANT’S SERVICES for a particular Purchase Order exceeds one hundred twenty (120) days, then CONSULTANT and LIBRARY shall, upon request of CONSULTANT, meet to assess the SERVICES remaining to be performed and the total fees paid to CONSULTANT hereunder. The parties shall then have the opportunity of negotiating a change in fees to be paid to the CONSULTANT for the balance of the SERVICES to be performed hereunder. No increase in fees to the CONSULTANT shall be allowed unless based upon clear and convincing evidence of an increase in CONSULTANT’S costs attributable to the aforesaid suspensions. If an increase in the CONSULTANT’S cost is demonstrated by clear and convincing evidence and the LIBRARY refuses to increase said fees, CONSULTANT may terminate this Contract by delivering written notice thereof to the LIBRARY within ten (10) days after the LIBRARY has given notice of its refusal to increase said fees.

XIII. STANDARDS OF CONDUCT

A. The CONSULTANT represents that he 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 he has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract.

B. The CONSULTANT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin in the performance of work under this Contract.
C. The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the CONSULTANT, or any interest in property which the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of this Contract will be immediately disclosed in writing to the LIBRARY. Violation of this section will be considered as justification for immediate termination of this Contract under the provisions of Article VII.

D. The CONSULTANT and its subsidiaries, sub-consultants or affiliates who designed the project, shall be ineligible for the award of the construction contract for that project.

XIV. ASSIGNABILITY; EMPLOYMENT OF SPECIALISTS

A. The CONSULTANT shall maintain an adequate and competent professional staff and may associate with such staff, professional specialists for the purpose of ensuring and enlarging its SERVICES hereunder, without additional cost to the LIBRARY. Should the CONSULTANT desire to utilize such specialists, the CONSULTANT is fully responsible for satisfactory completion of all work within the scope of this Contract.

B. The CONSULTANT shall be responsible for the integration of all specialists or outside professional work into the documents and for all payments to such specialists or subconsultants from the fee heretofore stated. SERVICES rendered by the CONSULTANT in connection with coordination of the SERVICES of the aforementioned personnel shall be considered within the scope of the basic Contract and no additional fee will be due the CONSULTANT for such SERVICES.

C. The CONSULTANT shall not assign any interest in this Contract and shall not transfer any interest in the same without prior written approval of the LIBRARY, provided that claims for the money due or to become due the CONSULTANT from the LIBRARY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the LIBRARY.

XV. INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY

A. The provisions of Florida Statute 768.28 applicable to LIBRARY apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the LIBRARY acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

B. No officer, employee or agent of the LIBRARY acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.
C. The LIBRARY shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

XVI. EQUAL OPPORTUNITY

The LIBRARY’s policies of equal opportunity and non-discrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified. It is also the LIBRARY policy that person(s) doing business with the LIBRARY shall recognize and comply with this policy and that the LIBRARY shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such:

A. The CONSULTANT shall adopt and maintain or provide evidence to the LIBRARY that CONSULTANT has adopted and maintains, a policy of nondiscrimination throughout the term of this Agreement.

B. The CONSULTANT agrees that, on written request, the CONSULTANT shall permit reasonable access to all business records or employment, employment advertisement, applications forms, and other pertinent data and records, by the LIBRARY, for the purpose of investigating to ascertain compliance with the non-discrimination provisions of this contract; provided, that the Contractor shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.

C. The CONSULTANT agrees that, if any obligations of this contract are to be performed by sub-contractor(s), the provisions of subparagraphs 1 and 2 of this Section shall be incorporated into and become a part of the sub-contract.

XVII. CONTROLLING LAWS

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the provisions of this Contract will be held in Orange County, Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

XVIII. CONTRACT CLAIMS

“Claim” as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a CONSULTANT against the LIBRARY relating to a particular contract shall be submitted to the LIBRARY’s Chief Financial Officer in writing clearly labeled “Contract Claim” requesting a final decision. The CONSULTANT also shall provide with the claim a certification as follows: “I certify that the claim is made in good faith; that the supporting data are accurate and
complete to the best of my knowledge and belief; that the amount requested accurately reflects
the contract adjustment for which the CONSULTANT believes the LIBRARY is liable; and that I
am duly authorized to certify the claim on behalf of the CONSULTANT."

Failure to document a claim in this manner shall render the claim null and void. Moreover,
no claim shall be accepted after final payment of the contract.

The decision of the LIBRARY’s Chief Financial Officer shall be issued in writing and shall be
furnished to the CONSULTANT. The decision shall state the reasons for the decision reached.
The LIBRARY’s Chief Financial Officer shall render the final decision within sixty (60) days after
receipt of CONSULTANT’s written request for a final decision. The LIBRARY’s Chief Financial
Officer decision shall be final and conclusive.

The CONSULTANT shall proceed diligently with performance of this contract pending final
resolution of any request for relief, claim, appeal or action arising under the contract and shall
comply with any final decision rendered by the LIBRARY’s Chief Financial Officer.

XIX. AVAILABILITY OF FUNDS

The obligations of LIBRARY under this Contract are subject to availability of funds lawfully
appropriated for its purpose by the LIBRARY Board of Trustees, or other specified funding
source for this contract.

XX. PROHIBITION AGAINST CONTINGENT FEES

The CONSULTANT warrants that they have 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 they have not paid or agreed to pay any person, company, corporation,
individual or firm other than a bona fide employee working solely for the CONSULTANT any fee,
commission, percentage, gift or any other consideration, contingent upon or resulting from the
award of this Contract. For the breach or violation of this provision, the LIBRARY shall have the
right to terminate the Contract at its sole discretion, without liability and to deduct from the Contract
price, or otherwise recover, the full amount of such fee, commission, percentage, gift or
consideration.

XXI. TOBACCO FREE CAMPUS

By executing this Contract, CONSULTANT acknowledges that all LIBRARY facilities and
operations shall be tobacco free. This policy shall apply to parking lots, parks, break areas and
worksites. It is also applicable to Consultants and their personnel and sub-contractor personnel
during contract performance on LIBRARY owned or leased property. Tobacco is defined as tobacco
products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and
snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida
Statutes and/or contract enforcement remedies.
XXII. DRUG FREE WORKPLACE:

By executing this Contract, CONSULTANT acknowledges the LIBRARY’s Drug Free Workplace requirement applies to the CONSULTANT and their sub-consultants.

XXIII. VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person performing SERVICES under this contract, the CONSULTANT shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of: (a) all employees within the State of Florida that are hired by the CONSULTANT after the execution of the contract who are providing labor under the contract during the contract term; and, (b) all employees within the State of Florida of any of the CONSULTANT’S sub-consultants that are hired by those sub-consultants after the execution of the contract who are providing labor under the contract during the contract term. Please refer to USCIS.gov for more information on this process.

Only those employees determined eligible to work within the United States shall be employed under the contract.

Therefore, by submission of a proposal in response to this solicitation, the CONSULTANT confirms that all employees in the above categories will undergo e-verification before performing labor under this contract. The CONSULTANT further confirms his commitment to comply with the requirement by completing the E-Verification certification, contained in this solicitation.

XXIV. ASBESTOS FREE MATERIALS

CONSULTANT shall provide a written and notarized statement on company letterhead to certify and warrant that the project was built with asbestos free materials. Such statement shall be submitted with the final payment request. Final payment shall not be made until such statement is submitted. CONSULTANT agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction, CONSULTANT shall be liable for all costs related to the abatement of such asbestos.

XXV. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:

By executing this Contract, the CONSULTANT affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its sub-contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

XXVI. FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS:

By executing this Contract, the CONSULTANT affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.
XXVII. SEVERABILITY

The provisions of this Contract are declared by the parties to be severable. However, the material provisions of this Contract are dependent upon one another, and such interdependencies a material inducement for the parties to enter into this Contract. Therefore, should any material term, provision, covenant or condition of this Contract be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

XXVIII. PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)

The LIBRARY is a public agency subject to Chapter 119, Florida Statutes. The Consultant agrees to comply with Florida’s Public Records Law. Specifically, the CONSULTANT shall:

- Keep and maintain public records required by LIBRARY to perform the service.

- Upon request from LIBRARY’s custodian of public records, provide LIBRARY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to LIBRARY.

- Upon completion of the contract, CONSULTANT agrees to transfer at no cost to LIBRARY all public records in possession of the CONSULTANT or keep and maintain public records required by LIBRARY to perform the service. If the CONSULTANT transfers all public record to LIBRARY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to LIBRARY, upon request from LIBRARY’s custodian of public records, in a format that is compatible with the information technology systems of LIBRARY.

- A CONSULTANT who fails to provide the public records to LIBRARY within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

- IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT LOVEVIA WILLIAMS, THE LIBRARY’s CUSTODIAN OF PUBLIC RECORDS AT:
XXIX. **SCRUTINIZED COMPANIES LIST**

By executing this Agreement, the CONSULTANT certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725 of the Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473 of the Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5) of the Florida Statutes, Space Florida may immediately terminate this Agreement for cause if the CONSULTANT is found to have submitted a false certification as to the above or if the CONSULTANT is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If LIBRARY determines that the CONSULTANT has submitted a false certification, LIBRARY will provide written notice to the CONSULTANT. Unless the CONSULTANT demonstrates in writing, within 90 calendar days of receipt of the notice, that LIBRARY’s determination of false certification was made in error, LIBRARY shall bring a civil action against the CONSULTANT. If LIBRARY’s determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed on the CONSULTANT, and the CONSULTANT will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of LIBRARY’s determination of false certification by the CONSULTANT.

b. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition in this Section, this Section shall be null and void without further action of the parties.

**XXX. RFQ OCLS-19-006 Inclusion:**

By executing this Contract, CONSULTANT acknowledges that in addition to the terms and conditions in this Contract, the terms and conditions in RFQ OCLS-19-006 which lead to the creation of this Contract are binding. CONSULTANT also acknowledges the forms signed in their proposal submission including but limited to Drug Free Workplace, Conflict of Interest, E-Verification, Scrutinized Companies List, are binding upon them and their sub-consultants.
CONSULTANT

Signature

Name Typed or Printed

Title

Consultant Signed Date

Orange County Library Systems

__________________________________________

Kristopher S. Shoemaker
CMA, CGFO, CPFIM, CHAE, CHTP
Chief Financial Officer

__________________________________________

LIBRARY Signed Date

Name Typed or Printed

Title

Consultant Signed Date
I. Services. The CONSULTANT shall provide and or perform and be fully responsible for the various professional construction management services required for each assigned project either by self-performance or through subcontractors. The various professional construction management services, depending on the scope, composition and complexity of each project may include, but not necessarily be limited to:

The required construction management services encompasses minor construction, repair, remodeling, renovation, rehabilitation, alteration, upgrade, maintenance services, site work and new construction related to Library buildings and facilities located throughout Orange County Florida generally with limited design requirements and valued generally less than $1,000,000. Because any Services under this continuing contract will be on an as needed basis, exact project specifications are generally not available. The Services shall be performed in accordance with industry standards and in compliance with federal, state, and local published rules, regulations, standards and/or statutes.
Contract OCLS 19-006-C
Continuing Construction Management Services
Exhibit “B”
Fees and Rates

The schedule, guaranteed maximum price, fees, rates, costs, and expenses shall be negotiated at the time of the Purchase Order for the Services for each project.
CONTRACT OCLS-19-006-D

THIS CONTRACT made and entered into this ______ day of November, 2019, by and between the:

Orange County Library System
101 East Central Blvd
Orlando, Florida 32801

a special independent taxing district of the State of Florida, hereinafter referred to as “LIBRARY” and:

T & G Corporation d/b/a T&G Constructors
8623 Commodity Circle
Orlando, FL 32819
FEDERAL I. D. # 59-2806739

hereinafter referred to as “CONSULTANT”.

RECITALS

WHEREAS, the LIBRARY desires to retain Continuing Professional construction management services for the OCLS Main Library and it’s 15 Branch locations (“SERVICES”). The type and scope of SERVICES to be performed by CONSULTANT are described in Exhibit “A”, Scope of Services, which is attached to this Contract, and incorporated by reference herein.

WHEREAS, the LIBRARY desires to engage the CONSULTANT in connection with the SERVICES required, upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of obtaining of performing such SERVICES upon said terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

I. SCOPE OF SERVICES

A. Authorization of Services for Each Project: As the LIBRARY generates individual projects, the CONSULTANT will be provided with a Scope of Work statement for the particular project. This statement will provide the basis for the CONSULTANT and the LIBRARY’s Project Manager to mutually develop a clearly defined comprehensive Scope of Services. On the basis of the Scope of Services, the CONSULTANT will prepare and submit for the LIBRARY’s consideration a detailed proposal covering the scope, schedule and cost of the professional SERVICES and any other related costs, including a guaranteed maximum price for the work. The proposal will itemize the hours and tasks to be performed for the SERVICES using the fees and negotiated hourly rates attached as Exhibit “B” to calculate the proposed fee for the SERVICES. The LIBRARY will review and negotiate the proposal, schedule, guaranteed maximum price, and fee with the CONSULTANT. After mutual agreement on the proposal, schedule, and fee, a purchase order will be generated (“Purchase Order”) and a “Notice to Proceed” letter will be issued by the LIBRARY, giving authorization to the CONSULTANT to proceed with performing and completing the agreed to SERVICES.
B. **Performance of Services.** The CONSULTANT shall diligently and in a timely manner perform the SERVICES for the LIBRARY in accordance with the terms of the approved Purchase Order and substantially complete the construction work in the time set forth in the Purchase Order.

II. **PAYMENT**

A. **FEES:** The LIBRARY agrees to pay the CONSULTANT for the SERVICES described in the approved Purchase Orders as set forth herein and in the Purchase Order.

B. **PAYMENTS:** The LIBRARY shall pay the CONSULTANT in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

Progress payments shall be due and payable monthly in proportion to the percentage of SERVICES approved and accepted, in writing, by the LIBRARY. All invoices shall be prepared in the format prescribed by the LIBRARY. When an invoice includes charges from a sub-consultant, the sub-consultant's invoice/backup shall accompany the CONSULTANT'S invoice. A separate Pay Item Breakdown sheet for the CONSULTANT and each sub-consultant shall accompany each invoice. The CONSULTANT’S Pay Item Breakdown sheet shall include, in aggregate, the CONSULTANT’S and sub-consultant's pay items. All requests for payment must be accompanied by a narrative description of the scope of SERVICES performed by the CONSULTANT and sub-consultants during the period covered by the invoice. The narrative shall also describe the SERVICES anticipated to be performed during the next billing period.

C. **SUSPENSION OF PROGRESS PAYMENTS BY LIBRARY:** In the event the CONSULTANT falls fifteen (15%) percent behind the Project completion schedule set forth in a Purchase Order, no further progress payments will be made until the CONSULTANT brings the SERVICES back on schedule or a revised schedule is submitted and approved or until all SERVICES in the Purchase Order have been completed and accepted the LIBRARY.

D. **PAYMENT IN EVENT OF TERMINATION BY LIBRARY:** In the event this Contract is terminated or canceled prior to completion, payment shall be made in accordance with the provisions of Article VII.

E. **CHANGES WITHIN SCOPE; ALLOWANCE OF ADDITIONAL COMPENSATION:** If instructed to do so in writing by the LIBRARY, the CONSULTANT shall change or revise SERVICES that have been performed, and if such SERVICES are not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. In all disputes arising over the right to additional compensation, the LIBRARY shall determine whether substantial acceptable SERVICES have been done on documents such that changes, revisions or preparation of additional documents should result in additional compensation to the CONSULTANT. The CONSULTANT's proposals for additional compensation shall be based on the fee and
hourly rate schedule set forth in Exhibit “B”. A written modification to the Contract shall be executed by both parties to reflect the additional SERVICES and cost of same, prior to commencement of performance of any additional SERVICES.

F. **TRAVEL AND PER DIEM**: Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statute.

G. **FEE LIMITATION CLAUSE**: The CONSULTANT shall utilize the same percentage fees and hourly rates as set forth in Exhibit “B” in fee negotiations for all projects, except as provided by Article II, paragraph H, Price Adjustment. The number of hours required to complete each project shall be negotiated at such time as the LIBRARY initiates fee negotiations for that project.

H. **PRICE ADJUSTMENT**

Written request for an hourly rates adjustment may be made only under the following conditions:

a. If a project specific contract’s performance period exceeds three (3) years a price adjustment may be requested not more than sixty (60) days after the end of the three (3) year period and for each annual period thereafter or for the remaining period of the contract if less than one (1) year.

b. For continuing contracts with a performance period that exceeds three (3) years, an adjustment may be requested not more than sixty (60) days after the end of three (3) years.

c. Retroactive requests for price adjustments will not be considered.

The provisions of this clause shall not apply to contracts with fees based on ranges. Retroactive requests for price adjustments will not be considered.

Any request for a price adjustment will be subject to negotiation and must be approved by the LIBRARY Chief Financial Officer. Any request for such increase shall be supported by adequate justification to include Consumer Price Index (CPI) documentation. The CPI documentation shall be based on the All Items, CPI-U, U.S. City Average, not seasonally adjusted index. The prevailing CPI in the month when the contract was executed by the LIBRARY shall be the base period from which changes in the CPI will be measured for the initial request for a price adjustment. Any subsequent requests for a price adjustment shall be based on the CPI prevailing in the month when an amendment effecting a previous price adjustment was executed by the LIBRARY.

The maximum allowable increase shall not exceed the percent change in the CPI from the base period (either the month when the contract was executed by the LIBRARY or the month when an amendment effecting a price adjustment was executed by the LIBRARY) to the CPI prevailing at time of request for a price adjustment and in no case shall it exceed 3%. Any price adjustment shall only be effective upon the execution of a written amendment to the contract executed by both parties.
III. BUILD WITHIN STATUTORY LIMITATIONS

A. The CONSULTANT shall accomplish the SERVICES for each project required under this Contract, at contract sums that do not exceed the guaranteed maximum contract price if set forth in the Purchase Order and in no event in excess of the limits as set forth in paragraph C below.

B. The CONSULTANT will promptly advise the LIBRARY if it finds that the project being constructed will exceed or is likely to exceed the limitations set forth herein and it is unable to build a usable facility within those limitations.

C. The estimated construction contract price for each project will vary, will be set forth in the respective Purchase Order, and will be subject to F.S. 287.055 limitations. The estimated construction cost for any project under this contract shall not exceed $2,000,000. Each Purchase Order shall specifically indicate the project’s guaranteed maximum price or if on the basis of time & materials, the estimated construction cost.

D. THE CONSULTANT and its subsidiaries, sub-contractors or affiliates who designed the project shall be ineligible for the award of the construction contract for that project.

IV. RESPONSIBILITY OF THE CONSULTANT

A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all work, and other SERVICES furnished by the CONSULTANT under this Contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its work and other SERVICES.

B. The Project Manager must be currently employed by the CONSULTANT and must be a licensed contractor in the State of Florida.

C. Substitution of the Project Manager or Other Key Personnel: The CONSULTANT shall not substitute any key personnel without the prior written approval of the LIBRARY Chief Financial Officer. Any such requests shall be supported by comprehensive documentation outlining the reason(s) for the proposed substitution to include the specific qualifications of the proposed substitute. Approval of the request shall be at the discretion of the LIBRARY. Further, the LIBRARY, in lieu of approving a substitution, may initiate other actions under the contract, including termination.

D. Neither the LIBRARY’S review, approval or acceptance of, nor payment for, the SERVICES required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LIBRARY in accordance with applicable law for all damages suffered directly or indirectly by the LIBRARY caused by the CONSULTANT’S negligent performance of any of the SERVICES furnished under this Contract. The rights and remedies of the LIBRARY provided for under this Contract are in addition to any other rights and remedies provided by law.
E. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

F. The LIBRARY may require in writing that the CONSULTANT remove from any project any of the CONSULTANT’S or sub-consultant(s) personnel that the LIBRARY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in Contract Amount or Contract Time based on the LIBRARY’s use of this provision will be valid. CONSULTANT and their sub-consultant(s) shall indemnify and hold the LIBRARY harmless from and against any claim by CONSULTANT’S or sub-consultant(s) personnel on account of the use of this provision.

G. The LIBRARY will provide the CONSULTANT and its sub-contractor(s) a copy of the LIBRARY’s Rules of Conduct, which will apply to the CONSULTANT and its subcontractor(s)’ personnel while on the LIBRARY’s own or leased property.

H. CONSULTANT shall coordinate its SERVICES with the services performed by the LIBRARY’s other consultants, such as the Architect, MEP, fire protection, and structural engineering firms engaged by Library for the various projects.

V. LIBRARY’S RIGHTS AND RESPONSIBILITIES

The LIBRARY shall:

A. Furnish the CONSULTANT with existing data, plans, profiles, and other information necessary or useful in connection with the planning of the program that is available in the LIBRARY’S files, all of which shall be and remain the property of the LIBRARY and shall be returned to the LIBRARY upon completion of the SERVICES to be performed by the CONSULTANT.

B. Make LIBRARY personnel available on a time-permitting basis, where required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely within the discretion of the LIBRARY.

VI. LIBRARY’S ‘DESIGNATED’ REPRESENTATIVE

It is understood and agreed that the LIBRARY designates the LIBRARY’s Facility and Operations Department Head, or designated representative, to represent the LIBRARY in all technical matters pertaining to and arising from the work and performance of this Contract. The LIBRARY’s Facility and Operations Department Head, or designated representative, shall have the following responsibilities:

A. Examination of all reports, sketches, drawings, estimates, Proposals, and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the LIBRARY’S approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
B. Transmission of instructions, receipt of information, and interpretation and definition of LIBRARY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract. Prompt written notice by the LIBRARY to the CONSULTANT whenever the LIBRARY observes, or otherwise becomes aware of, any defects or changes necessary in the Project.

VII. TERMINATION OF CONTRACT

A. TERM: The term of this Contract shall be for an period of three (3) years (“Initial Term”). The Initial Term may be extended upon mutual written agreement of both parties for two (2) additional one (1) year terms (“Extension Term(s)”). This Contract shall terminate at the expiration of the Initial Term and at the end of each Extension Term if not extended.

B. TERMINATION FOR DEFAULT:

The LIBRARY may, by written notice to the CONSULTANT, terminate this contract for default in whole or in part (task authorizations, if applicable) if the CONSULTANT fails to:

1. provide work or SERVICES that comply with the drawings and specifications for each project or fails to meet the LIBRARY’s performance standards
2. complete the work or to perform the SERVICES within the time specified in this contract or any extension.
3. make progress so as to endanger performance of this Contract
4. perform any of the other provisions of this Contract

Prior to termination for default, the LIBRARY will provide adequate written notice to the CONSULTANT through the LIBRARY’s Chief Financial Officer, affording CONSULTANT the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) calendar days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONSULTANT. The CONSULTANT shall be liable for any damage to the LIBRARY resulting from the CONSULTANT’s default of the Contract. This liability includes any increased costs incurred by the LIBRARY in completing contract performance.

In the event of termination by the LIBRARY for any cause, the CONSULTANT will have, in no event, any claim against the LIBRARY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the LIBRARY the CONSULTANT shall:

- Stop all work and SERVICES on the date and to the extent specified.
Terminate and settle all orders and sub-contracts relating to the performance of the terminated work and SERVICES.

Transfer all work and SERVICES in process, completed work and SERVICES, and other materials related to the terminated work and SERVICES as directed by the LIBRARY.

Continue and complete all parts of that work and SERVICES that have not been terminated.

If the CONSULTANT’S failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the CONSULTANT, the Contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. TERMINATION FOR CONVENIENCE:

The LIBRARY, by written notice, may terminate this Contract, in whole or in part, when it is in the LIBRARY’s interest for convenience. If this Contract is terminated for convenience, the LIBRARY shall be liable only for goods or SERVICES properly delivered and accepted. The LIBRARY’s Notice of Termination for convenience shall provide the CONSULTANT seven (7) days prior notice before it becomes effective. A termination for convenience may apply to individual Purchase Orders or to the Contract in its entirety.

C. PAYMENT IN EVENT OF TERMINATION:

If this Contract is terminated before performance is completed, the CONSULTANT’s sole and exclusive remedy is payment for SERVICES performed, and CONSULTANT shall be only paid for the SERVICES satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount that is the same percentage of the Contract price as the amount of SERVICES satisfactorily completed is a percentage of the total SERVICES called for by the Purchase Orders and this Contract. Any additional costs incurred by the LIBRARY as a result of such termination shall be deducted from the amount due the CONSULTANT, in the event the Contract termination is for cause as described herein.

VIII. TERMINATION NOTICE

The LIBRARY’s Chief Financial Officer, shall issue any and all notices involving termination of this contract.

IX. INDEMNITY/INSURANCE AND SAFETY REQUIREMENTS

CONSULTANT agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the LIBRARY’s review or acceptance of insurance maintained
by CONSULTANT is not intended to and shall not in any manner limit or qualify the
liabilities assumed by CONSULTANT under this contract. CONSULTANT is required to
maintain any coverage required by federal and state workers’ compensation or financial
responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as
may be amended from time to time.

The CONSULTANT shall require that each of its sub-consultants providing SERVICES
hereunder (if any) procures and maintains until the completion of their respective
SERVICES, insurance of the types and to the limits specified herein. CONSULTANT will
maintain a copy of the Certificate of Insurance (COI) in their files and will provide a copy
of the initial COI and updated/current COI’s to the LIBRARY.

Insurance carriers providing coverage required herein must be licensed to conduct
business in the State of Florida and must possess a current A.M. Best’s Financial Strength
Rating of A-Class VIII or better. (Note: State licenses can be checked via
www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

➢ Required Liability Coverage:

☒ Commercial General Liability - The CONSULTANT shall maintain coverage
issued on the most recent version of the ISO form as filed for use in Florida or
its equivalent, with a limit of liability of not less than $1,000,000 per occurrence.
CONSULTANT further agrees coverage shall not contain any endorsement(s)
excluding or limiting Product/Completed Operations, Contractual Liability, or
Separation of Insureds. The General Aggregate limit shall either apply
separately to this contract or shall be at least twice the required occurrence
limit.

➢ Required Liability Endorsements:

☒ Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include
products/completed operations

☒ Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire
endorsement and the applicable policy number.

➢ Required Automotive Coverage:

☒ Business Automobile Liability - The CONSULTANT shall maintain coverage for
all owned; non-owned and hired vehicles issued on the most recent version of
the ISO form as filed for use in Florida or its equivalent, with limits of not less
than $500,000 (five hundred thousand dollars) per accident. In the event the
CONSULTANT does not own automobiles the CONSULTANT shall maintain
coverage for hired and non-owned auto liability, which may be satisfied by way
of endorsement to the Commercial General Liability policy or separate
Business Auto Liability policy.
- **Required Automotive Endorsements:**
  - MCS-90- for operations governed by the Sections 29 & 30 of the Motor Carrier Act of 1980

- **Required Workers’ Compensation Coverage:**
  - Workers' Compensation - The CONSULTANT shall maintain coverage for its employees with statutory workers’ compensation limits, and no less than $100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any CONSULTANT using an employee leasing company shall complete the Leased Employee Affidavit.

- **Required Workers’ Compensation Endorsements:**
  - Waiver of Subrogation- WC 00 03 13 or its equivalent

When a self-insured retention or deductible exceeds $50,000 the LIBRARY reserves the right to request a copy of CONSULTANT most recent annual report or audited financial statement. For policies written on a “Claims-Made” basis the CONSULTANT agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the CONSULTANT agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage.

By entering into this contract CONSULTANT agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the LIBRARY for the workers’ compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the CONSULTANT to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/SERVICES provided under this Contract the CONSULTANT shall provide the LIBRARY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the CONSULTANT shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the LIBRARY Board of Trustees.

CONSULTANT shall submit insurance renewal certificates annually to the LIBRARY and immediately upon request by either the LIBRARY or the LIBRARY’s contracted certificate compliance management firm. The certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. CONSULTANT shall notify the LIBRARY not less than thirty (30)
business days (ten [10] business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The CONSULTANT shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the LIBRARY or its certificate management representative five (5) business days prior to the effective date of the replacement policy(ies).

The certificate holder shall read:

Orange County Library Board of Trustees  
c/o Chief Financial Officer  
101 East Central Blvd  
Orlando, Florida 32801

Payment and Performance Bonds: The CONSULTANT shall execute and deliver to the LIBRARY unconditional Payment and Performance Bonds in compliance with F.S. 255.05 as security for the faithful performance and completion of the Work and payment for all materials and labor furnished or supplied in connection with all Work included in the Contract Documents for each Purchase Order. These Bonds shall be in amounts at least equal to the Contract Amount in the Purchase Order, shall name the LIBRARY as obligee and shall be in such form and by sureties of financial standing having a rating from A.M. Best Company (or other equivalent rating company) equal to or better than A- Class VI and must be included on the approved list of sureties issued by the United States Department of Treasury.

Should the Payment and Performance Bonds be issued by co-sureties, each surety listed on the bond shall meet the requirements above. In addition, each surety shall submit a power of attorney and all signatures of the co-sureties representatives shall be notarized and the “lead” surety shall be identified for the purposes of underwriting and claims management.

INDEMNIFICATION - CONSULTANTS:

The CONSULTANT to the extent permitted in Section 725.08, Florida Statutes shall indemnify and hold harmless the LIBRARY and its officers and employees from liabilities damages, losses, and costs (including attorney’s fees) to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and persons employed or utilized by the CONSULTANT in the performance of this Contract. The remedy provided to the LIBRARY by this paragraph shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise and shall survive the termination of this Contract.

SAFETY AND PROTECTION OF PROPERTY (for SERVICES provided on the premises of LIBRARY)

The CONSULTANT shall at all times:

- Initiate, maintain and supervise all safety precautions and programs in connection with its SERVICES or performance of its operations under this Contract.
➢ Take all reasonable precautions to prevent injury to CONSULTANT employees, LIBRARY employees, LIBRARY attendees and all other persons affected by their operations.

➢ Take all reasonable precautions to prevent damage or loss to property of LIBRARY, or of other vendors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.

➢ Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:

  ✓ Occupational Safety and Health Act (OSHA)
  ✓ National Institute for Occupational Safety & Health (NIOSH)
  ✓ National Fire Protection Association (NFPA)
  ✓ American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)

X. TRUTH IN NEGOTIATION AND MAINTENANCE AND EXAMINATION OF RECORDS

A. The CONSULTANT hereby represents, covenants and warrants that wage rates and other factual unit costs supporting the compensation provided for in this Contract are accurate, complete and current as of the date of contracting. It is further agreed that the Contract price shall be adjusted to exclude any amounts where the LIBRARY determines the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

B. The CONSULTANT shall keep adequate records and supporting documents applicable to this Contract. Said records and documentation shall be retained by the CONSULTANT for a minimum of five (5) years from the date of final payment on this contract. If any litigation, claim or audit is commenced prior to the expiration of the five (5) year period, the records shall be maintained until all litigation, claims or audit findings involving the records have been resolved.

C. If applicable, time records and cost data shall be maintained in accordance with generally accepted accounting principles.

This includes full disclosure of all transactions associated with the contract. Also, if applicable, all financial information and data necessary to determine overhead rates in accordance with Federal and State regulatory agencies and the contract shall be maintained.

D. CONSULTANT’s “records and supporting documents” as referred to in this Contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, invoices, leases, contracts, commitments, arrangements,
notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the LIBRARY’s judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract document.

Such records and documents shall include (hard copy, as well as computer readable data, written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating worksheets; correspondence; change order files (including pricing data used to price change proposals and documentation covering negotiated settlements); back-charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other CONSULTANT records which may have a bearing on matters of interest to the LIBRARY in connection with the CONSULTANT’s dealings with the LIBRARY (all foregoing hereinafter referred to as “records and supporting documents”) to the extent necessary to adequately permit evaluation and verification of:

1) CONSULTANT compliance with contract requirements; or
2) Compliance with provisions for pricing change orders; or
3) Compliance with provisions for pricing invoices; or
4) Compliance with provisions regarding pricing of claims submitted by the CONSULTANT or his payees; or
5) Compliance with the LIBRARY’s business ethics; or
6) Compliance with applicable state statutes and LIBRARY Ordinances/Regulations.

E. Records and documents subject to audit shall also include those records and documents necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Contract. In those situations where CONSULTANT’s records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), CONSULTANT agrees to provide the LIBRARY’s representatives with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats.

F. The LIBRARY and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the LIBRARY deems necessary throughout the term of this contract and for a period of five (5) years after final payment. Such activity shall be conducted during normal business working hours. The LIBRARY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying.

G. The LIBRARY, during the period of time defined by the preceding paragraph, shall have the right to obtain a copy of and otherwise inspect any audit made at the direction of the CONSULTANT as concerns the aforesaid records and documentation.

H. Records and documentation shall be made accessible at the CONSULTANT’s local place of business. If the records are unavailable locally, it shall be the CONSULTANT’s responsibility to ensure that all required records are provided at the CONSULTANT’s
expense including payment of travel and maintenance costs incurred by the LIBRARY’s authorized representatives or designees in accessing records maintained out of the LIBRARY. The direct costs of copying records, excluding any overhead cost, shall be at the LIBRARY’s expense.

I. CONSULTANT shall require all payees (examples of payees include sub-consultants, insurance agents, material suppliers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between CONSULTANT and payee. Such requirements include a flow-down right of audit provisions in contracts with payees, which shall also apply to sub-consultants and sub-sub consultants, material suppliers, etc. CONSULTANT shall cooperate fully and shall cause all aforementioned parties and all of CONSULTANT’s sub-consultants (including those entering into lump sum sub-contracts and lump sum major material purchase orders) to cooperate fully in furnishing or in making available to the LIBRARY from time to time whenever requested in an expeditious manner any and all such records, documents, information, materials and data.

J. The LIBRARY’s authorized representatives or designees shall have reasonable access to the CONSULTANT’s facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall have adequate and appropriate work space, in order to conduct audits in compliance with this article.

K. Even after a change order proposal has been approved, CONSULTANT agrees that if the LIBRARY later determines the cost and pricing data submitted was inaccurate, incomplete, not current or not in compliance with the terms of the Contract regarding pricing of change orders, then an appropriate contract price reduction will be made. Such post-approval contract price adjustment will apply to all levels of Consultants and/or sub-consultants and to all types of change order proposals specifically including lump sum change orders, unit price change orders, and cost-plus change orders.

L. If an audit inspection or examination by the LIBRARY, or its designee, in accordance with this article discloses overpricing or overcharges (of any nature) by the CONSULTANT to the LIBRARY in excess of one-half of one percent (0.5%) of the total contract billings, the reasonable actual cost of the LIBRARY’s audit shall be reimbursed to the LIBRARY by the CONSULTANT. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the CONSULTANT’s invoices and/or records and supporting documents shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the LIBRARY’s findings to the CONSULTANT.

XI. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the CONSULTANT in connection with its SERVICES hereunder and are the property of the LIBRARY upon acceptance of same by the LIBRARY.
XII. WORK COMMENCEMENT/PROGRESS/DELAYS

A. COMMENCEMENT AND TERM OF JOB: The SERVICES to be rendered by the CONSULTANT shall be commenced subsequent to the execution of this Contract and upon written notice to proceed from the LIBRARY or designee for a specific project. SERVICES shall be completed within the time period agreed upon after Notice to Proceed.

B. JOB SEGMENT DEADLINES: A detailed segment completion schedule will be included in each Purchase Order. The purpose of this schedule is to:

1. Provide job segment deadlines for the CONSULTANT upon which the LIBRARY may rely;

2. Provide guidance for the LIBRARY in honoring the CONSULTANT’S monthly invoices for progress payments; and

3. Provide a framework against which the LIBRARY may suspend progress payments as provided in Article II C hereof.

C. CONFERENCES: The LIBRARY will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with representatives of the LIBRARY, or of other agencies interested in the Project on behalf of the LIBRARY. Either party to the Contract may request and be granted a conference.

D. DELAYS NOT FAULT OF CONSULTANT; DISCRETIONARY EXTENSIONS OF COMPLETION TIME BY LIBRARY: In the event there are delays on the part of the LIBRARY as to the approval of any of the drawings submitted by the CONSULTANT, or if there are delays occasioned by circumstance beyond the control of the CONSULTANT which delay the Project Schedule completion date, the LIBRARY may grant to the CONSULTANT, by “Letter of Approval of Project Schedule” an extension of the Contract time or revision to the Project Schedule, equal to the aforementioned delays, provided there are no changes in compensation or scope of SERVICES. It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient Contract time remains within which to complete SERVICES on the Project. In the event there have been delays which would affect the Project completion date, the CONSULTANT shall submit a written request to the LIBRARY which identifies the reason(s) for the delay and the amount of time related to each reason.

The LIBRARY will review the request and make a determination as to granting all or part of the requested extension.

E. SUSPENSION OF SERVICES BY LIBRARY:

1. Right of LIBRARY to Suspend SERVICES and Order Resumption – The performance of CONSULTANT’S SERVICES hereunder may be suspended by the LIBRARY at any time. However, in the event the LIBRARY suspends the
performance of CONSULTANT’S SERVICES hereunder, it shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by CONSULTANT. The LIBRARY shall promptly pay to the CONSULTANT all fees which have become due and payable to the CONSULTANT prior to the effective date of such suspension. LIBRARY shall thereafter have no further obligation for payment to the CONSULTANT unless and until the LIBRARY notifies the CONSULTANT that the SERVICES of the CONSULTANT called for hereunder are to be resumed. Upon receipt of written notice from the LIBRARY that CONSULTANT’S SERVICES hereunder are to be resumed, CONSULTANT shall complete the SERVICES of CONSULTANT called for in any Purchase Order and this Contract and CONSULTANT, shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to it under this Contract, same to be payable in the manner specified herein.

In no event will the compensation or any part thereof become due or payable to CONSULTANT under this Contract unless and until CONSULTANT has attained that stage of SERVICES where the same would be due and payable to CONSULTANT under the provision of this Contract.

2. Renegotiation by CONSULTANT; Right to Terminate – If the aggregate time of the LIBRARY’S suspension or suspension of CONSULTANT’S SERVICES for a particular Purchase Order exceeds one hundred twenty (120) days, then CONSULTANT and LIBRARY shall, upon request of CONSULTANT, meet to assess the SERVICES remaining to be performed and the total fees paid to CONSULTANT hereunder. The parties shall then have the opportunity of negotiating a change in fees to be paid to the CONSULTANT for the balance of the SERVICES to be performed hereunder. No increase in fees to the CONSULTANT shall be allowed unless based upon clear and convincing evidence of an increase in CONSULTANT’S costs attributable to the aforesaid suspensions. If an increase in the CONSULTANT’S cost is demonstrated by clear and convincing evidence and the LIBRARY refuses to increase said fees, CONSULTANT may terminate this Contract by delivering written notice thereof to the LIBRARY within ten (10) days after the LIBRARY has given notice of its refusal to increase said fees.

XIII. STANDARDS OF CONDUCT

A. The CONSULTANT represents that he 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 he has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract.

B. The CONSULTANT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin in the performance of work under this Contract.
C. The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the CONSULTANT, or any interest in property which the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of this Contract will be immediately disclosed in writing to the LIBRARY. Violation of this section will be considered as justification for immediate termination of this Contract under the provisions of Article VII.

D. The CONSULTANT and its subsidiaries, sub-consultants or affiliates who designed the project, shall be ineligible for the award of the construction contract for that project.

XIV. ASSIGNABILITY; EMPLOYMENT OF SPECIALISTS

A. The CONSULTANT shall maintain an adequate and competent professional staff and may associate with such staff, professional specialists for the purpose of ensuring and enlarging its SERVICES hereunder, without additional cost to the LIBRARY. Should the CONSULTANT desire to utilize such specialists, the CONSULTANT is fully responsible for satisfactory completion of all work within the scope of this Contract.

B. The CONSULTANT shall be responsible for the integration of all specialists or outside professional work into the documents and for all payments to such specialists or subconsultants from the fee heretofore stated. SERVICES rendered by the CONSULTANT in connection with coordination of the SERVICES of the aforementioned personnel shall be considered within the scope of the basic Contract and no additional fee will be due the CONSULTANT for such SERVICES.

C. The CONSULTANT shall not assign any interest in this Contract and shall not transfer any interest in the same without prior written approval of the LIBRARY, provided that claims for the money due or to become due the CONSULTANT from the LIBRARY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the LIBRARY.

XV. INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY

A. The provisions of Florida Statute 768.28 applicable to LIBRARY apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the LIBRARY acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

B. No officer, employee or agent of the LIBRARY acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.
C. The LIBRARY shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

XVI. EQUAL OPPORTUNITY

The LIBRARY’s policies of equal opportunity and non-discrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified. It is also the LIBRARY policy that person(s) doing business with the LIBRARY shall recognize and comply with this policy and that the LIBRARY shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such:

A. The CONSULTANT shall adopt and maintain or provide evidence to the LIBRARY that CONSULTANT has adopted and maintains, a policy of nondiscrimination throughout the term of this Agreement.

B. The CONSULTANT agrees that, on written request, the CONSULTANT shall permit reasonable access to all business records or employment, employment advertisement, applications forms, and other pertinent data and records, by the LIBRARY, for the purpose of investigating to ascertain compliance with the non-discrimination provisions of this contract; provided, that the Contractor shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.

C. The CONSULTANT agrees that, if any obligations of this contract are to be performed by sub-contractor(s), the provisions of subparagraphs 1 and 2 of this Section shall be incorporated into and become a part of the sub-contract.

XVII. CONTROLLING LAWS

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the provisions of this Contract will be held in Orange County, Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

XVIII. CONTRACT CLAIMS

“Claim” as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a CONSULTANT against the LIBRARY relating to a particular contract shall be submitted to the LIBRARY’s Chief Financial Officer in writing clearly labeled “Contract Claim” requesting a final decision. The CONSULTANT also shall provide with the claim a certification as follows: “I certify that the claim is made in good faith; that the supporting data are accurate and
complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the CONSULTANT believes the LIBRARY is liable; and that I am duly authorized to certify the claim on behalf of the CONSULTANT."

**Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.**

The decision of the LIBRARY’s Chief Financial Officer shall be issued in writing and shall be furnished to the CONSULTANT. The decision shall state the reasons for the decision reached. The LIBRARY’s Chief Financial Officer shall render the final decision within sixty (60) days after receipt of CONSULTANT’s written request for a final decision. The LIBRARY’s Chief Financial Officer decision shall be final and conclusive.

The CONSULTANT shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the LIBRARY’s Chief Financial Officer.

**XIX. AVAILABILITY OF FUNDS**

The obligations of LIBRARY under this Contract are subject to availability of funds lawfully appropriated for its purpose by the LIBRARY Board of Trustees, or other specified funding source for this contract.

**XX. PROHIBITION AGAINST CONTINGENT FEES**

The CONSULTANT warrants that they have 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 they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract. For the breach or violation of this provision, the LIBRARY shall have the right to terminate the Contract at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**XXI. TOBACCO FREE CAMPUS**

By executing this Contract, CONSULTANT acknowledges that all LIBRARY facilities and operations shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Consultants and their personnel and sub-contractor personnel during contract performance on LIBRARY owned or leased property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.
XXII. DRUG FREE WORKPLACE:

By executing this Contract, CONSULTANT acknowledges the LIBRARY’s Drug Free Workplace requirement applies to the CONSULTANT and their sub-consultants.

XXIII. VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person performing SERVICES under this contract, the CONSULTANT shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of: (a) all employees within the State of Florida that are hired by the CONSULTANT after the execution of the contract who are providing labor under the contract during the contract term; and, (b) all employees within the State of Florida of any of the CONSULTANT’S sub-consultants that are hired by those sub-consultants after the execution of the contract who are providing labor under the contract during the contract term. Please refer to USCIS.gov for more information on this process.

Only those employees determined eligible to work within the United States shall be employed under the contract.

Therefore, by submission of a proposal in response to this solicitation, the CONSULTANT confirms that all employees in the above categories will undergo e-verification before performing labor under this contract. The CONSULTANT further confirms his commitment to comply with the requirement by completing the E-Verification certification, contained in this solicitation.

XXIV. ASBESTOS FREE MATERIALS

CONSULTANT shall provide a written and notarized statement on company letterhead to certify and warrant that the project was built with asbestos free materials. Such statement shall be submitted with the final payment request. Final payment shall not be made until such statement is submitted. CONSULTANT agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction, CONSULTANT shall be liable for all costs related to the abatement of such asbestos.

XXV. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:

By executing this Contract, the CONSULTANT affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its sub-contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

XXVI. FLORIDA CONVICTED/SUSPENDED/Discriminatory COMPLAINTS:

By executing this Contract, the CONSULTANT affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.
XXVII. SEVERABILITY

The provisions of this Contract are declared by the parties to be severable. However, the material provisions of this Contract are dependent upon one another, and such interdependencies a material inducement for the parties to enter into this Contract. Therefore, should any material term, provision, covenant or condition of this Contract be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

XXVIII. PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)

The LIBRARY is a public agency subject to Chapter 119, Florida Statutes. The Consultant agrees to comply with Florida’s Public Records Law. Specifically, the CONSULTANT shall:

- Keep and maintain public records required by LIBRARY to perform the service.
- Upon request from LIBRARY’s custodian of public records, provide LIBRARY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to LIBRARY.
- Upon completion of the contract, CONSULTANT agrees to transfer at no cost to LIBRARY all public records in possession of the CONSULTANT or keep and maintain public records required by LIBRARY to perform the service. If the CONSULTANT transfers all public records to LIBRARY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to LIBRARY, upon request from LIBRARY’s custodian of public records, in a format that is compatible with the information technology systems of LIBRARY.
- A CONSULTANT who fails to provide the public records to LIBRARY within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT LOVEVIA WILLIAMS, THE LIBRARY’s CUSTODIAN OF PUBLIC RECORDS AT:
XXIX. SCRUTINIZED COMPANIES LIST

By executing this Agreement, the CONSULTANT certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725 of the Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473 of the Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5) of the Florida Statutes, Space Florida may immediately terminate this Agreement for cause if the CONSULTANT is found to have submitted a false certification as to the above or if the CONSULTANT is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If LIBRARY determines that the CONSULTANT has submitted a false certification, LIBRARY will provide written notice to the CONSULTANT. Unless the CONSULTANT demonstrates in writing, within 90 calendar days of receipt of the notice, that LIBRARY’s determination of false certification was made in error, LIBRARY shall bring a civil action against the CONSULTANT. If LIBRARY’s determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed on the CONSULTANT, and the CONSULTANT will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of LIBRARY’s determination of false certification by the CONSULTANT.

b. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition in this Section, this Section shall be null and void without further action of the parties.

XXX. RFQ OCLS-19-006 Inclusion:

By executing this Contract, CONSULTANT acknowledges that in addition to the terms and conditions in this Contract, the terms and conditions in RFQ OCLS-19-006 which lead to the creation of this Contract are binding. CONSULTANT also acknowledges the forms signed in their proposal submission including but limited to Drug Free Workplace, Conflict of Interest, E-Verification, Scrutinized Companies List, are binding upon them and their sub-consultants.
Contract OCLS 19-006-D
Continuing Construction Management Services
Exhibit “A”
Scope of Services

I. Services. The CONSULTANT shall provide and or perform and be fully responsible for the various professional construction management services required for each assigned project either by self-performance or through subcontractors. The various professional construction management services, depending on the scope, composition and complexity of each project may include, but not necessarily be limited to:

The required construction management services encompasses minor construction, repair, remodeling, renovation, rehabilitation, alteration, upgrade, maintenance services, site work and new construction related to Library buildings and facilities located throughout Orange County Florida generally with limited design requirements and valued generally less than $1,000,000. Because any Services under this continuing contract will be on an as needed basis, exact project specifications are generally not available. The Services shall be performed in accordance with industry standards and in compliance with federal, state, and local published rules, regulations, standards and/or statutes.
Contract OCLS 19-006-D
Continuing Construction Management Services
Exhibit “B”
Fees and Rates

The schedule, guaranteed maximum price, fees, rates, costs, and expenses shall be negotiated at the time of the Purchase Order for the Services for each project.
Orange County Library System
Board of Trustees Meeting
November 14, 2019

Eatonville Lease Renewal
Eatonville Branch Lease Execution

I. ISSUE STATEMENT:

Board approval is required for staff to execute a five (5) year extension to the Lease Agreement with the Town of Eatonville, Florida for the lease of the Eatonville Branch location.

II. BACKGROUND & SUMMARY:

On December 17, 1994, the Library entered into a fifteen (15) year lease with the Town of Eatonville, Florida to lease approximately 6,600 square feet of space at 200 East Kennedy Blvd for their Eatonville Branch. This is the first of two (2) extensions available in the lease. The current lease ends in December 17, 2019.

The Town of Eatonville and the Library have negotiated that the rental terms stay the same at $5,047.00 per month for the next five (5) years. The term of the extension will be December 18, 2019 through December 17, 2024.

III. STAFF RECOMMENDATION:

Staff recommends the Library Board to authorize staff to execute a five (5) year extension to the Lease Agreement with the Town of Eatonville, Florida for the lease of the Eatonville Branch location at the monthly rate of $5,047.00.
October 24, 2019

Ms. Cathlene A. Williams  
Town Clerk  
City of Eatonville, Florida  
307 E. Kennedy Blvd  
Eatonville, FL 32751

Re: Renewal of Library's Leased Premises 200 E. Kennedy Blvd, Eatonville, FL 32751

Dear Ms. Williams:

The Orange County Library District (Library) elects to exercise the first of its two (2) options to renew its Lease of 200 East Kennedy Blvd, Eatonville, FL 32751 (aka Eatonville Branch Library) for an additional five (5) year period beginning December 18, 2019 and ending December 17, 2024 with the same rental amount of $5,047.00 per month for the approximately 6,600 square foot facility and the same terms and conditions contained in the original Lease.

As noted in my letter dated September 20, 2019, the original Lease was entered into on December 17, 2004 between the City of Eatonville, Florida as Lessor and the Library as the tenant for an initial period of fifteen (15) years. The Lease provides for two (2) extensions of five (5) years per extension. Enclosed are applicable sections of the Lease, including section 3 Term and Use and section 4 Rental.

As indicated in your October 24, 2019 e-mail, the City of Eatonville is agreeable to the extension at the rate of $5,047 per month. Please sign this letter indicating the City of Eatonville's acceptance of the renewal at the price and duration noted above. Please return a copy of this letter to me by October 31, 2019 via U.S. mail or E-Mail.

You may contact me at 407-835-7314 or via e-mail at shoemaker.kristopher@ocls.info if you have any questions.

Sincerely,

Kristopher S. Shoemaker  
CMA, CGFO, CHAE, CHTP, CFPIM  
Chief Financial Officer

Rental Renewal Accepted

Ms. Cathlene A. Williams  
Town Clerk  
City of Eatonville, Florida  
307 E. Kennedy Blvd  
Eatonville, FL 32751
Eatonville Branch Lease Execution

Minutes of a regular meeting of the Board of Trustees of the Orange County Library System, held in the City of Orlando, on the 14th of November, 2019, at 6:00 pm, prevailing Eastern Time.

PRESENT:

ABSENT:

The Board Resolves:

1. To authorize staff to execute a five (5) year extension to the Lease Agreement with the Town of Eatonville, Florida for the lease of the Eatonville Branch location at the monthly rate of $5,047.00.

2. All resolutions that conflict with the provisions of this resolution are rescinded.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED:

____________________________
Secretary
Orange County Library System
Board of Trustees Meeting
November 14, 2019

Southeast Lease Renewal
Southeast Branch Lease Execution

I. ISSUE STATEMENT:

Board approval is required for staff to execute the Fourth (4th) Amendment to the Lease Agreement with Dalfen Terracotta Enterprises, Inc. for the lease of the Southeast Branch location.

II. BACKGROUND & SUMMARY:

On August 3, 1994, the Library entered into a lease with DalFen Terracotta Enterprises, Inc. to lease approximately 13,310 square feet of space at 5575 South Semoran Blvd for their Southeast Branch. The lease has been extended three (3) times in the last twenty-five (25) years and the current lease ends in February of 2020.

The landlord and the Library have negotiated the attached lease which is for a five (5) year term with two (2) five (5) year extensions available (for a total of 15 fifteen years). The rental rate increases 2% per year for years 2021 thru 2025, and a market rate adjustment at each renewal, which is in line with the previous leases for the location. The month of February 2020 rental will be deferred and if we pay all other months on-time it will be waived. There is an additional rent / community association maintenance (CAM) fee which will vary from year to year. This fee has been reasonable and fairly consistent over the last leases.

III. STAFF RECOMMENDATION:

Staff recommends the Library Board to authorize staff to execute the Fourth (4th) Amendment to the Lease Agreement with Dalfen Terracotta Enterprises, Inc. for the lease of the Southeast Branch location
FOURTH AMENDMENT TO LEASE AGREEMENT

This FOURTH AMENDMENT TO LEASE AGREEMENT ("Fourth Amendment") is made and entered into as of ______________________, 2019, by and between Nisan Realty ADA Compliant, Ltd., a Florida limited partnership, by Dalfen Terracotta Enterprises, Inc., a Canadian corporation, as its sole General Partner, as successor-in-interest to Nisan Realty, as successor-in-interest to ITT Commercial Finance Corp. ("Landlord"), and Orange County Library District, an independent special taxing district to the State of Florida ("Tenant").

RECITALS

WHEREAS, Landlord’s predecessor-in-interest and Tenant entered into that certain Standard Retail Lease Agreement dated August 3, 1994, as amended by that certain First Amendment to Lease Agreement dated January 5, 2004, as further amended by that certain Second Amendment to Lease Agreement dated April 27, 2009, and as further amended by that certain Third Amendment to Lease Agreement dated February 25, 2014 (such lease and all amendments and modifications thereto are collectively hereinafter referred to as the “Lease”), whereby Tenant agreed to lease certain premises consisting of approximately 13,310 rentable square feet known as Suite 40 (the “Premises”) in the building located at 5575 S. Semoran Blvd., Orlando, Florida (the “Building”); and

WHEREAS, Landlord and Tenant desire to modify the Lease on the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby covenant and agree as follows:

1. Defined Terms; Recitals. Unless otherwise expressly defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Lease. The recitals set forth above are hereby incorporated into the body of this Fourth Amendment as if fully restated herein.

2. Extension Term. As of February 1, 2020 (the “Extension Term Commencement Date”), the Term of the Lease shall be extended for an additional period of sixty-one (61) full calendar months (the “Extension Term”), so that the expiration date of the Lease shall thereby be February 28, 2025 (the “Expiration Date”).

3. Monthly Base Rent. From and after the Extension Term Commencement Date, the Monthly Base Rent in the amounts set forth below shall be payable to Landlord in accordance with the provisions of the Lease.

<table>
<thead>
<tr>
<th>Period</th>
<th>Monthly Base Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 1, 2020 through February 29, 2020</td>
<td>$0.00 *</td>
</tr>
<tr>
<td>March 1, 2020 through February 28, 2021</td>
<td>$12,034.46</td>
</tr>
<tr>
<td>March 1, 2021 through February 28, 2022</td>
<td>$12,278.48</td>
</tr>
<tr>
<td>March 1, 2022 through February 28, 2023</td>
<td>$12,522.49</td>
</tr>
<tr>
<td>March 1, 2023 through February 29, 2024</td>
<td>$12,766.51</td>
</tr>
<tr>
<td>March 1, 2024 through February 28, 2025</td>
<td>$13,021.62</td>
</tr>
</tbody>
</table>
* The Monthly Base Rent for the first month of the Term shall be deferred (“Deferred Base Rent”) and if Tenant fully and faithfully complies with all terms and conditions of this Lease throughout the Term, the Deferred Base Rent shall be, after the expiration of the Lease, forgiven. However, Tenant shall pay all Additional Rent, other costs and expenses due by Tenant under the Lease during the Deferred Base Rent period. If Tenant shall default under any term and condition of the Lease and such default is not cured within the applicable period, if any, then the Deferred Base Rent shall, without further notice, immediately become due and payable as Rent.

4. Additional Rent. In addition to the Base Rent and other provisions as set forth above, Tenant shall remain obligated for the payment (to Landlord or such other party as may expressly and specifically be required under the Lease) of Additional Rent, and any other charges or amounts due under the Lease, in accordance with the provisions of the Lease.

5. Condition of Premises. Tenant hereby acknowledges that (a) Landlord shall have no obligation whatsoever to perform any work to the Premises in connection with this Fourth Amendment, (b) Tenant is familiar with and has inspected the Premises, and (c) Tenant shall accept the Premises on an “AS-IS,” “WHERE-IS” basis.

6. Options to Renew. Provided that Tenant has not been in Default of any of the terms and conditions of this Lease, at any time during the Term, then Landlord grants to Tenant two options to renew this Lease (“Option to Renew”) for a further period of five (5) years each commencing upon the expiration of the immediately prior Term, under the same terms and conditions as in this Lease save and except for Monthly Base Rent which shall be the then prevailing market rate for comparable space in the Property and comparable buildings in the vicinity of the Property taking into account the size of the Lease, the length of the renewal term, market escalations and the credit of Tenant. To be valid, Tenant must deliver to the Landlord at least six (6) months prior to the Expiration Date of the prior Term a written notice of its intention to exercise the Option to Renew, failing which the said Option to Renew shall become null and void and of no further effect.

7. Brokers. Tenant hereby represents and warrants to Landlord that Tenant has not engaged or dealt with any broker, finder, or agent in connection with the negotiation and/or execution of this Fourth Amendment, and Tenant agrees to indemnify and save Landlord harmless from any claim, demand, damage, liability, cost or expense (including, without limitation, attorneys’ fees) paid or incurred by Landlord as a result of any claim for brokerage or other commissions or fees made by any broker, finder, or agent, whether or not meritorious, employed or engaged or claiming employment or engagement by, through, or under Tenant.

8. Effect of Amendment. Except as expressly amended hereby, the Lease shall continue in full force and effect and unamended. In the event of any conflict or inconsistency between the provisions of the Lease (other than this Fourth Amendment) and this Fourth Amendment, the provisions of this Fourth Amendment shall control. From and after the date hereof, references to the “Lease” (including, without limitation, any and all references contained in this Fourth Amendment) shall mean the Lease as amended by this Fourth Amendment.

9. Binding Effect. This Fourth Amendment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **Headings.** The paragraph headings that appear in this Fourth Amendment are for purposes of convenience of reference only and are not in any sense to be construed as modifying the substance of the paragraphs in which they appear.

11. **Counterparts.** This Fourth Amendment may be executed in one or more counterparts, each of which will constitute an original, and all of which together shall constitute one and the same agreement. Executed copies hereof may be signed by electronic means, as well as delivered by e-mail or facsimile and, upon receipt, shall be deemed originals and binding upon the parties hereto. Without limiting or otherwise affecting the validity of executed copies hereof that have been delivered by e-mail or facsimile, the parties will use best efforts to deliver originals as promptly as possible after execution.

12. **Governing Law.** This Fourth Amendment shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

13. **Authority.** The parties represent and warrant to each other that it has full power, right and authority to execute and perform this Fourth Amendment and all corporate action necessary to do so have been duly taken.

14. **Binding Agreement.** Submission of this Fourth Amendment shall not be deemed to be an offer or an acceptance of the terms herein, and neither Landlord nor Tenant shall be bound by the terms herein until Landlord has delivered to Tenant, or to Tenant’s agent, or designated representative, a fully executed copy of this Fourth Amendment (which may be delivered in counterparts as described above), signed by both of the parties in the spaces herein provided.

[Signature Page to Follow]
IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment on the dates set forth below, to be effective for all purposes, however, as of the date first set forth above.

LANDLORD:
Nisan Realty ADA Compliant, Ltd.,
a Florida limited partnership,
By: Dalfen Terracotta Enterprises, Inc.,
a Canadian corporation,
as its sole General Partner

TENANT:
Orange County Library District,
an independent special taxing district
to the State of Florida

By: ______________________________
Name: ___________________________
Title: ____________________________
Date: ____________________________
Minutes of a regular meeting of the Board of Trustees of the Orange County Library System, held in the City of Orlando, on the 14th of November, 2019, at 6:00 pm, prevailing Eastern Time.

PRESENT:

ABSENT:

The Board Resolves:

1. To authorize staff to execute the Fourth (4th) Amendment to the Lease Agreement with Dalfen Terracotta Enterprises, Inc. for the lease of the Southeast Branch location

2. All resolutions that conflict with the provisions of this resolution are rescinded.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED:

________________________________________
Secretary
Orange County Library System
Board of Trustees Meeting
November 14, 2019

Non-Consent Agenda Items
Orange County Library System
Board of Trustees Meeting
November 14, 2019

Work Task Authorization for the
Emergency Generator
Emergency Generator and Diesel Tank Removal and Replacement Project
Work Task Authorization – Gomez Construction

I. ISSUE STATEMENT:

Board approval is requested for staff to issue a Work Task Authorization in the amount of $470,828 to Gomez Construction to proceed with the Emergency Generator and Diesel Tank Removal and Replacement Project. Board approval is also requested for a $50,000 contingency for a total budget of $520,828 for the Emergency Generator and Diesel Tank Removal and Replacement Project. This will be the first Work Task Authorization under the new Continuing Construction Management Services Contract.

II. BACKGROUND & SUMMARY:

The Library’s emergency generator is located in the Main Library’s basement and is at the end of its useful life. The emergency generator provides power to the Library’s life safety systems, such as lighting, fire panel, elevators, etc., in case of power loss. The Library desires to replace and upgrade the generator to allow capacity to also power the Library’s computer systems for an orderly shutdown to occur in the case power to the facility is disrupted. Additionally, the current fuel tank was installed underground in the mid 1980’s and needs to be replaced with an above ground tank, which will be located in the Main Library’s basement.

With the assistance of TLC Engineering and Terracon Engineering, the Library was given approval by the DEP to abandon the existing underground tank in place, provided that the abandonment is completed by February 1, 2020.

On October 8, 2019, the Board approved staff to negotiate and execute Continuing Services Contracts with four (4) Construction Management firms: Gomez Construction Company (GOMEZ), Johnson Laux Construction (JOHNSON), Ruby Builders (RUBY) and T&G Constructors (T&G).

Upon reviewing the skill levels needed for this project, the Library started negotiations with Gomez Construction as they just completed a similar emergency generator project. Staff negotiated a price of $470,828 which is in-line with the estimate from TLC Engineering and consistent with current market conditions.

III. STAFF RECOMMENDATION:

Staff recommends the Library Board to authorize staff to issue a Work Task Authorization to Gomez Construction in the amount of $470,828 for the Emergency Generator and Diesel Tank Removal and Replacement Project.

Staff recommends the Library Board to authorize a $50,000 contingency budget for an overall budget in the amount of $520,828 for the Emergency Generator and Diesel Tank Removal and Replacement Project.
Emergency Generator and Diesel Tank Removal and Replacement Project
Work Task Authorization – Gomez Construction

Minutes of a regular meeting of the Board of Trustees of the Orange County Library System, held in the City of Orlando, on the 14th day of November 2019, at 6:00 pm, prevailing Eastern Time.

PRESENT:

ABSENT:

The Board Resolves:

1. To authorize staff to issue a Work Task Authorization to Gomez Construction in the amount of $470,828 for the Emergency Generator and Diesel Tank Removal and Replacement Project.

2. To authorize a $50,000 contingency budget for an overall budget in the amount of $520,828 for the Emergency Generator and Diesel Tank Removal and Replacement Project.

3. All resolutions that conflict with the provisions of this resolution are rescinded.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED:

____________________________
Secretary
Orange County Library System
Board of Trustees Meeting
November 14, 2019

Server & Storage Purchase
I. ISSUE STATEMENT
The Library needs to replace some of our existing server and storage infrastructure as the pieces go out of warranty and support. Our objective is to purchase equipment that includes new technology standards, has flexibility to accommodate changes in demand, and meets the emerging needs for the library of the next 5-8 years for OCLS.

II. EXECUTIVE SUMMARY AND BACKGROUND
The Library desires to utilize the latest in server and network storage technologies that can be phased in as outdated equipment leaves. This will be achieved by migrating roughly 50% of our current server computing and storage needs as they come off support by the manufacturer this coming year. This includes four which will be replaced with a physical virtual machine host servers and two storage arrays in the server room with this new server and storage cluster. The remaining equipment will be replaced and added to this cluster as they come off support in subsequent years.

Our existing storage arrays are using a product that will soon be out of production, so continuation of replacing existing hardware with newer hardware of the same type is not an option for the future. The VXRail cluster meets current industry standards and incorporates Dell server and storage technology with VMWare virtualization technology. We currently use Dell server and storage solutions and VMWare for our virtual environment. This will allow our existing system to work with the new system side-by-side as everything is migrated over the next several years.

Three companies submitted bids for the VXRail cluster

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<th>Vendor</th>
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<th>Quote Accuracy</th>
<th>Prior Experience</th>
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<tr>
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<td>CDWG</td>
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III. OPTIONS
The following options are offered for consideration.

**Option 1.** Authorize Library staff to execute the purchase with SHI

*Advantages*
1. This solution provides the equipment that is needed.
2. The Library has a lot of experience working with SHI on other purchases.

*Disadvantage*
1. Library spends $216,668.03.

**Option 2.** Authorize Library staff to execute the purchase with CDWG

*Advantages*
1. We also have a lot of experience working with CDWG on other purchases.

*Disadvantages*
1. We do not get the best price.

**Option 3.** Do not authorize library staff to purchase this new equipment.

*Advantages*
1. We do not spend the money this year.

*Disadvantages*
1. We continue working with our current system as it ages, extending warranties and support, but will have to replace a larger portion of it in subsequent years.

IV. RECOMMENDATION
Staff recommends board approval of Option 1:

To authorize Library staff to execute the purchase with SHI for the VXRail cluster to not exceed the amount of $216,668.03.
Minutes of a regular meeting of the Board of Trustees of the Orange County Library System, Orange County Florida, held in the City of Orlando, on the 14th day of November, 2019, at 6:00 pm, prevailing Eastern time.

PRESENT:

ABSENT:

The Board Resolves:

1. To approve authorize Library Staff to execute the purchase with SHI for the VXRail cluster, not to exceed the amount of $216668.03.

2. All resolutions that conflict with the provisions of this resolution are rescinded.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED:

__________________________________
Secretary
Orange County Library System
Board of Trustees Meeting
November 14, 2019

Discussion & Possible Action Items
Orange County Library System
Board of Trustees Meeting
November 14, 2019

Information
Orange County Library System
Board of Trustees Meeting
November 14, 2019

Director’s Report
On November 1, the Southwest Branch reopened after being closed for a month for a refresh. The branch received updated bathrooms, new paint, carpet and lighting, and so far, the comments received from customers have been very positive. To celebrate the reopening, we hosted live music from harpist Christine MacPhail and entertainment for kids featuring Yehaa Bob. Currently, the South Trail Branch is closed for a fresh, with an anticipated reopening date of December 2. During December, the Southeast Branch will close for its refresh and we anticipate reopening on January 7.

The Friends’ End of Year Giving campaign begins on November 19, in time to get ready for Giving Tuesday, an international day of charitable giving that kicks off End of Year campaigns for many nonprofit organizations. Last year’s End of Year Giving campaign brought in $25,000 for the Friends. The End of Year Giving campaign will feature:

- social media posts
- a video story from a customer who used sewing classes at the South Trail Branch to help him improve his English skills and obtain a job at Disney
- a written letter that will be mailed to a targeted audience
- an email campaign that will deliver a series of emails suggesting that people keep the library in mind when making charitable donations this year

This month, we’re hoping to deploy and test the new Fast Lane checkout machines at branches. During the first weeks of November, staff configured self-checkout devices, PCs, and fast lane pads. The plan is to deploy the Fast Lanes at branches this week. This new service, known as cloudLibrary, allows customers to download an app that will allow them to scan and check out books using a smartphone. The Fast Lanes allow customers to quickly and easily deactivate security features for the items they have selected. CloudLibrary also comes with an Express Collection, which will give customers access to a variety of newer releases that they can check out on a smartphone. Titles in the Express Collection can’t be checked out for more than seven days, and cannot be placed on hold, making it easier for more people to have access to popular titles. The Express Collection will operate alongside existing ebook services, like OverDrive, which will continue to give customers longer checkout periods and the opportunity to place holds on items they want.

Speaking of OverDrive, the Library is once again on track to have more than a million ebook checkouts on that service alone. It’s always a thrill to hear that the Library is on target to break the million mark. It’s a sign that not only do our customers appreciate reading and great literature, but that they also appreciate the services the Library uses to provide them with access to the best ebooks possible. Staff are working with OverDrive on a press release to announce the achievement.

**Recent System-Wide Events**

**Melrose Center**

- The 4th annual *Technoween* event took place on October 13, with 354 in attendance for a terrifyingly fun time for the whole family. The popular kids costume contest drew 39 entries this year and made use of the new Melrose stage. The horror movie trivia contest had 30 participants. Prizes for the contests were provided by Skeletons: Museum of Osteology and American Ghost Adventures Tour. Melrose staff and more than a dozen staff volunteers from around the System provided activities throughout the Center, including the Monster Sound Studio, Be a Star of the Silver Scream, Virtual Horror, the Phantom Photo Studio, the Frighteningly Fun Fab Lab and Terror-Vision projection mapping. Exhibitors included Tourist City Ghostbusters, Orlando Science Center, Orlando Cosplay and Steampunk R2 (and family.) We also had a visit from the Killer Robots. See the highlight video here: [Technoween 2019 Video](https://example.com/technoween_video)

- On October 7, the Audio team hosted 35 students from Middle Creek High School as part of their Career Academy STEM Capstone Experience. The Melrose Center was selected as one the group’s four stops throughout the day, along with Full Sail University, Rollins College and MakerFX. Jonathan Coutrier-Owens
provided a version of our *Fundamentals of Sound for Audio Engineering* class and took numerous questions from the students in Tech Central. Then the group entered the audio studio where Chase Steele showed off the synthesizer and talked about the studio environment. The group host followed up that many of the students named Melrose as their favorite experience of the day, and also forwarded great comments from 15 students, including: “My favorite educational experience today was the audio lecture we received at the library. The speaker had a passion toward audio and knew nearly everything you could want to know about audio.” “My favorite educational experience today was when the man at the library was showing us how sound works with the machine. I thought it was pretty cool how much the sound changed. I also thought it was cool how he let us see how much we could hear.” “By far the most educational thing we experienced was the audio workshop we had. The man that instructed the class was incredibly knowledgeable, as he was able to answer virtually any question that was thrown his way. The forty-five minute section that was dedicated to the differences between digital and analog audio was also very interesting. The workshop concluded with an actual demonstration of how a simple synthesizer works.” The students also made a highlight video of their day, which can be viewed here: [https://www.youtube.com/watch?v=3_Yc1U_WuP8&feature=youtu.be](https://www.youtube.com/watch?v=3_Yc1U_WuP8&feature=youtu.be)

- We welcomed Austin R&B group The Vapor Caves to the audio studio on October 29 for an early Tuesday night edition of *Melrose in the Mix*. In town while on tour (the band played at Iron Cow the following night), the duo added a live drummer for the session and thrilled 17 audience members with four songs from their just-released album, all flavored with 80s-inspired funk and indelibly danceable. Orlando Weekly mentioned The Vapor Caves’ *Melrose in the Mix* session in another complimentary column, highlighting several of our upcoming dates and calling the series “one of the city’s most uniquely-up close musical experiences.” Read the column here: [https://www.orlandoweekly.com/Blogs/archives/2019/10/15/melrose-in-the-mix-rolls-out-a-schedule-loaded-with-essential-local-music-acts](https://www.orlandoweekly.com/Blogs/archives/2019/10/15/melrose-in-the-mix-rolls-out-a-schedule-loaded-with-essential-local-music-acts)

- The Fab Lab team hosted a couple of droids - along with members of the Southern R2 Builders group - at our *An Evening With R2* meetup on October 22. Builders discussed the process of creating an R2 droid and provided photo ops with their droids for the 23 people in attendance.

- On October 13, the Fab Lab hosted 13 Girl Scouts as part of the Library’s three-part event with the Girl Scouts Council. This was the group’s second visit, during which they also spent time with TEC and Youth Services (who coordinate the event.) For this visit, Yesenia Arroyo introduced the scouts to the LittleBits Space Exploration kit, showing them how to build electronic models that recreate space technology.

- Yesenia and Harold Singh hosted a Melrose table at the 2019 Tech Sassy Girlz UCF Convention on October 11, speaking with 150 teens about Melrose Center and Fab Lab resources and experiences.

- The Fab Lab hosted 12 *Makerspace Open Labs* in October, with a total of 184 people stopping in. The *Family STEM Saturdays* held on October 5 and 19 totaled 23 in attendance, including 11 kids.

- The Photo team’s two October meetups were coordinated by Pedro Berrios. On October 5, we staged another *Lake Eola Photo Walk*, with 11 photographers bringing their cameras for a walking Q&A around the lake. On October 23, we welcomed documentary and travel photographer Eric Andre Orang as guest speaker for our *Film Photography in the Digital Era* meetup. Discussion centered on how film works, different types of film, camera formats, and developing methods, with six people in attendance.

- On October 16, the Video team held their meetup *What’s New in the Melrose Video* for 15 attendees, going over upcoming changes to the studio space and curriculum as we introduce our new 4.6K video cameras.

- Early in October, we were asked by Mr. Melrose’s office to provide a video update of the Melrose Center. We spent the better part of October writing and creating it. The Video team’s Gabriel Soltren and Carlos Paz provided videography (including drone footage of the Center) and editing, and Jim Myers narrated the piece. See the video here: [https://youtu.be/p2UPMJSw50Y](https://youtu.be/p2UPMJSw50Y)

- The Audio team hosted their meetup *Low End Theory* on October 9, working with 12 attendees in the audio studio interested in learning techniques for mixing bass frequencies.

- Marko Torres coordinated the Theatre meetup on October 27 with 10 people in attendance. *Women in Theatre* featured professional theater performers and educators Alina Alcantara, Elaine Pechacek, Sara Oliva, and Melanie Leon, sharing their experiences, giving demonstrations and offering words of encouragement for women working in the Central Florida theater community.

- Juan Rivera offered the meetup *Adobe Illustrator’s Pen Tool* on October 10, covering features and tools such as anchor points, line segments and control handles for three students attending.
Membership for Melrose Meetup groups continued to grow during October:
- Orlando Audio – 1,019 (+9)
- Orlando Digital Media Design – 976 (+35)
- Orlando Melrose Makers – 77 (+2)
- Orlando Out Tonight Theatre – 1,855 (+41)
- Orlando Photo+Design – 3,050 (+30)
- Orlando Video & Post Production – 2,201 (+25)

There were seven community meetups during October, with attendance as follows:
- Indienomicon - 58
- Orlando Machine Learning & Data Science – 21
- Orlando Unity Developers (twice) – 2, 6
- Orlando.NET – 7
- Ableton Users Group Orlando – 3
- #MeToo Open Mic – 4

Jim Myers appeared as the guest on WPRK’s *To a Certain Degree* radio show on October 14, talking about the Melrose Center in between playing trivia and coming up with bad business ideas. Hear it here: https://www.toacertaindegree.com/2019/10/25/jim-myers/?fbclid=IwAR1DLpIJMj9a-oJ4kInS4umRLkSmi3usBMxGd2O2FzdUGLR_jbfkuls

October concluded with the digital release of *Steve Garron & The Garron-Tees: Live at the Melrose Center*, three songs from Steve’s September *Melrose in the Mix* session that featured a record crowd of 26 audience members in the audio studio. Here’s the link: https://stevegarron.bandcamp.com/?fbclid=IwAR3s3FOV4-GtuWmAVs8KzALMbxGU0WiVB_1_3Sassbi1uPG7sacYEJa5hzw

Staff welcomed 159 new Melrose Members in October, while 7,436 people visited the Center throughout the month.

**Alafaya Branch**

- On 1 October, Lauren Mathur went to an outreach for National Night Out. This outreach was at the East Orlando Community Center. She interacted with 97 community members.
- On 1 October, Lauren Mathur led, “Alphabet Adventures.” During this program participants practiced the alphabet with exciting stories and fun activities. There were 28 attendees.
- On 2 October, Michelle Bernabe led, “Bubble Playtime,” during this event children worked on their motor development skills during this interactive bubble class. The class had 107 attendees.
- On 7 October, Lauren Mathur, went to an outreach at Econ River High School. She gave 35 students information about library services.
- On 7 October, Lisa Glassford led, “Baby's First Fall Festival.” This baby storytime and autumn fun program had 26 attendees.
- On 7 October, Kreg Dobzinski led, “Drawing Club.” During this program tweens and teens learn drawing techniques each month. This program had 21 participants.
- On 8 October, Lauren Mathur hosted, “PBS Kids Time!” During this monthly program participants enjoy a story, craft and a video inspired by a PBS character. This month 79 people attended.
- On 9 October, Lynette Schimpf led, “Guitar Sing-along.” This baby and toddler sing-along had 43 participants.
- On 12 October, Lauren Mathur held, “BOO! Bash,” a program that participants enjoyed Halloween themed crafts, stories, and more. There were 75 attendees.
- On 12 October, Lauren Mathur led, “Make a Halloween Forky.” During this program attendees got to create Forky from Toy Story 4. There were 44 participants.
- On 12 October, outside presenter UCF Professor Dr. Beatriz Reyes Foster led, “Dia de los Muertos,” during this program participants celebrated the Mexican day of remembrance. This program had 27 attendees.
- On 14 October, Lauren Mathur led, “Global Read Aloud: Viva Frida,” during this program attendees enjoyed stories and songs in Spanish and English about famous artist Frida Kahlo. There were 25 participants.
On 14 October, Andrew Jeffries led, “Building Challenge.” During this monthly program attendees participate in different building challenges, using things like Lego, K'Nex, Keva blocks, and more. There were 23 attendees.

On 15 October, Carey Major hosted, “STEAM Playground.” This science program had 35 attendees.

On 16 October, outside presenter My Gym held, “My Gym Mobile Mommy & Me (ages 0-2).” This program had 45 participants.

On 16 October, outside presenter My Gym led, “My Gym Mobile Fun & Fitness (ages 3-5).” There were 39 attendees.

On 18 October, Helen Curtis and Priscilla Diaz participated in an outreach at East Orange Community Center Outreach. Helen gave out information about library services to 47 community members.

On 19 October, Lauren Mathur led a Girl Scout Tour through the library. She had 21 participants take the tour.

On 21 October, Zac Barnes led, “Mindfulness and Me!” This program focuses on teaching attendees to communicate feelings. There were 27 participants.

On 21 October, Andrew Jeffries held, “Maker Monday.” During this program 25 participants completed in challenges, STEM projects and experiments.

On 22 October, Lauren Mathur led, “Toddler Playground.” Toddlers participated in unstructured play to advance their physical and cognitive development. There were 30 attendees.

On 23 October, Michelle Bernabe held, “It’s About Time.” During this program preschoolers, learned about the different times of year and the times of the day with fun activities and crafts. There were 35 attendees.

On 26 October, Andrew Jeffries and Priscilla Diaz held, “Stranger Things Escape Room.” During this program 65 attendees participated in solving riddles and puzzles.

On 28 October, Zac Barnes led, “Tiny Dancers.” During this program attendees moved and grooved with this engaging program to help kids express themselves through movement. This program had 52 participants.

On 28 October, Andrew Jeffries led, “Cuisine Corner Jr.” Attendees learned easy-to-make spooky snacks for Halloween. There were 32 participants.

On 29 October, Lauren Mathur held, “Mummies Have Mommies Too!” There were 41 participants.

On 30 October, Lauren Mathur held, “Halloween Storytime.” During this program children wore costumes and join us for not-so-scary Halloween stories. There were 74 attendees.

During the bi-weekly program, “Homeschool Math Club,” attendees explore exciting topics in math such as Mobius strips, giant polyhedron, flexagons, fractals and logic puzzles. This club had 40 participants in October.

During the bi-weekly program, “Central Florida Homeschool Board Gamers,” families played a variety of boardgames. This club had 28 participants in October.

Throughout the month of October, Priscilla Diaz, Andrew Jeffries, and Diana Rodriguez hosted “English from Zero,” “English Conversation Hour,” “Reading Clearly,” and “Speaking Clearly” at Alafaya. 290 customers attended these classes over the month.

Throughout the month of October, the Alafaya Branch hosted, “Pop-up Crafts.” During these programs 138 participants created a craft.

During the month of October, Lauren Mathur hosted the 4-session program, “Citizenship Inspired.” She had an average of 8 attendees prepare for the US citizenship test.

Throughout the month of October, the Alafaya Branch hosted, “Social Worker @ the Library.” During this weekly social worker session attendees learn about social and government services. 49 people met with the social worker.

Throughout the month of October, Lauren Mathur and Misty White received and replied to letters addressed to the character of the month’s mailbox at Alafaya. A total of 146 children participated in this event.

Chickasaw Branch

On 1 October, 46 participants attended “Tertulia Cuatro Gatos / Spanish Book Club.”

On 4 October, 21 participants from the Florida Virtual School attended a tour at the Chickasaw Branch to learn about OCLS resources.
On 8 October, 34 participants attended “Clinica Mi Salud.”
On 8 October, 63 students and parents learned about OCLS resources at the “Best Memories Academy Outreach.”
On 9 October, 34 participants attended “Celebrate With Dance.”
On 11 October, 27 participants attended “Get Active with Science.”
On 14 October, 85 participants attended “Alina Celeste Sing Along.”
On 19 October, 63 adults attended “NACA Home Buying Workshop (in Spanish).”
On 22 October, 31 teens attended “Afterschool Adventures with Hero Spark.”
On 23 October, 32 participants attended “Mummies Have Mommies Too!”
On 25 October, 32 participants attended “What's In That Cave!”
On 30 October, 50 students were engaged at the “Three Points Elementary Storytime Outreach.”
On 31 October, 95 participants attended “The BOO! Bash.”
On 31 October, 34 participants attended “Halloween Photo Session.”
On each Wednesday during the month of October, an average of 8 participants attended “Basic Spanish.”
On each Tuesday during the month of October, an average of 9 participants attended “Speaking Clearly Beginners.”
On each Thursday during the month of October, an average of 13 participants attended “Practice Makes Perfect.”
On each Monday during the month of October, an average of 13 participants attended “English from Zero.”
On each Monday during the month of October, an average of 7 participants attended “Meetup: Crochet Projects.”
On each Tuesday during the month of October, an average of 51 participants attended “Toddler Time.”

**Eatonville**

On 1 October, Beverley-Ann Galloway hosted “Global Read Aloud: Viva Frida.” A total of 19 kids attended this bilingual event of stories and crafts.
On 2, 9, 16, 23, & 30 October, Eatonville’s Branch partnership with Positive Flow Foundation tutoring program helped 27 attendees.
On 3, 18, & 22 October, Patrice Florence-Walker hosted “Lego One Scoop.” A total of 16 kids attended these events full of creative building and competition.
On 7 October, Patty Brinkman hosted “Fall Festival. A total of 23 students and teachers from Hungerford Elementary pre-k class attended this fun filled fall event full of stories, crafts, and games.
On 8 October, Sonya Surgeont hosted “Dem Bones, Dem Bones.” Fourteen kids attended this event learning about bones and creating skeleton crafts.
On 15 October, Eatonville Branch hosted “New Kids POP presented by Dramatic Education.” A total of 37 students and teachers from Hungerford Elementary third grade classes attended this high energy musical dance event with hit songs from the movie “Trolls.”
On 16 October, Beverley-Ann Galloway hosted “Cardboard Box Play!.” A total of 14 preschoolers from Lashunda’s Tots attended this imaginary cardboard box creation of places to go and things to do with friends.
On 30 October, Eatonville Branch hosted “What You Need to Know about Legal Matters” with Mike Flahaven. A total of 15 adults attended this event on learning how to use the correct legal forms as you age.
A total of 271 kids from community daycares attended Thursdays “Zero to Five” storytimes.
A total of 45 kids participated in this month “Check it Out: Crayola Experience” promotion.
During the month of October, Eatonville hosted a variety of “Passive Events” from crafts to gaming. A total of 21 adults, 20 teens, and 140 kids participated in these interactive activities.

**Fairview Shores**

During the month of October, “Zero to Five Storytime” averaged 17 participants on Monday mornings. This read-aloud program encourages early literacy skills and includes rhythm and repetition of nursery rhymes, picture books, songs, and flannel board stories.
During the month of October, an average of 14 kids and parents stayed to play after storytime during “Caregiver Connect: Stay & Play” on Monday mornings.

During the month of October, an average of 12 kids and parents enjoyed the “Movie and a Craft” program on Wednesday afternoons.

During the month of October, “Pajama Tales” averaged 22 toddlers and adults on Wednesday nights for fun times with stories, games and crafts.

During the month of October, an average of 28 toddlers and parents attended “Bubble Playtime” on Thursday mornings.

On 7, 14, 21 and 28 October, Fairview Shores hosted “Prime Time Family Reading Time.” 110 children and parents enjoyed dinner provided by the Library followed by storytime and discussion aimed at inspiring thought and conversation amongst families.

On 1 October, Fairview Shores Branch Library hosted “National Night Out” for 250 guests. 102 participated in “Fabulous Unicorns” by making a glittery craft to take home. Fifty-five (55) people created a jellyfish friend during “Jammin’ Jellyfish” and 102 got creative using marshmallows as building blocks during “Marshmallow Madness.”

On 3 and 17 October, “Tertulia Cuatro Gatos” hosted their monthly meeting where they read poetry, discussed literature and sang; 37 people enjoyed these cultural events.

On 4 October, “Mother Goose on the Loose” hosted 18 for an important time of pre-literacy skills development using rhymes, songs, puppets and musical instruments.

On 8 October, Fairview Shores hosted “Central Florida Book Club” where 20 attendees met to discuss Gravnick with a special appearance by the locally-based author Bob Herpe.

On 8 October, Branch Manager Griselda Clarke represented OCLS at the “Lee Road Safe Neighborhood” outreach event and spoke with 25 people about library services.

On 10 October, Librarian Katy Comellas-Deliz attended “College Park Middle School Hispanic Heritage Night” and promoted Library services to 149 people.

On 11 October, 26 toddlers and parents attended “Itsy-Bitsy Spiders” for stories, singing and playtime.

On 18 October, “Baby’s First Fall Festival” brought 13 babies and parents to the library for a storytime designed just for babies.

On 19 October, “Outer Space Science with DoDad’s Lab” entertained 11 people with experiments, music and more.

On 24 October, Sara Ebersole and Anna Wiegand hosted a table at the Orlando Science Elementary School for 450 visitors who stopped by to learn about Library services and try coloring with Augmented Reality.

On 25 October, 10 preschoolers and parents created their own crafty monsters in “Monster Mash Up.”

On 26 October, 10 participants enjoyed The REP Readers featuring “How I Became a Pirate.”

On 28 October, 25 customers found their way out in our spooky “Halloween Escape Room.”

On 29 October, 34 people attended a presentation and book signing during “Meet the Authors: Zach Loran Clark and Nick Eliopulos.”

On 30 October, 59 children and adults attended “BOO! Bash” where they enjoyed storytime, trick-or-treating and a variety of play zones.

On 31 October, 32 toddlers and parents enjoyed stories, bubbles and playtime during “Mummies have Mommies Too!”

On 31 October, 31 people made crafts and played games during “Pokemon Party.”

In October, 45 juvenile cardholders participated in “Check It Out: Crayola Experience.”

In October, a total of 164 children and parents engaged in “Pop-Up Children’s Playtime.” They created various coloring and craft activities and played with toys designed to help build motor skills.

In October, a total of 184 children and parents engaged in “Pop-Up Crafts” at the library.

In October, a total of 637 children and parents enjoyed a relaxing time of coloring during “Passive Coloring Time!”
Herndon
- On 2 October, Joriel Figueroa hosted “Fairytale Adventures.” Fourteen customers attended.
- On 3 October, Limary Velez hosted “B is for Bailar.” Twenty-nine customers attended.
- On 7 October, Limary Velez hosted “Baby’s First Fall Festival.” Twenty-four customers attended.
- On 7 October, 24 customers attended “Caregiver Connect: Stay and Play.”
- On 9 October, Melissa Ricaurte hosted “Fall Festival.” Thirty-six customers attended.
- On 10 October, Normalee Page hosted “Itsy-Bitsy Spiders.” Forty-two customers attended.
- On 16 October, Limary Velez hosted “Monster Mash-Up.” Twenty-nine customers attended.
- On 17 October, 24 customers attended “Caregiver Connect: Stay and Play.”
- On 21 October, Expanded Intelligence visited the Herndon Branch to host “Scary Tails Family Storytime.” Sixteen customers attended.
- On 21 October, Normalee Page hosted “Mummies Have Mommies Too!” Fifty-three customers attended.
- On 21 October, 22 customers attended “Caregiver Connect: Stay and Play.”
- On 21 October, Melissa Ricaurte hosted “Baby Games.” Twenty-six customers attended.
- On 28 October, 28 customers attended “Caregiver Connect: Stay and Play.”
- On 30 October, Joriel Figueroa and Limary Velez hosted “Counting with Creatures.” Fifteen customers attended.
- On 30 October, Vida Pereira hosted “Halloween Escape Room.” Thirteen customers attended.
- In October, 59 customers participated in “Check It Out: Crayola Experience.”

Hiawassee
- On 1 October, Hiawassee’s Assistant Manager Sara Brown shared library information with 70 residents of the Pine Hills and Orlo Vista Communities at the National Night Out event hosted by the Orlo Vista Park & Community Center.
- On 1 October, Hiawassee hosted “Decorate a Sweet Treat with a Veteran,” where 11 kids gathered to enjoy a tasty treat with a veteran while learning about her time serving our country.
- On 4 October, Hiawassee presented “B is for Bailar,” where 23 toddlers and their caregivers celebrated National Hispanic Heritage Month with a music appreciation story time.
- On 5 October, Hiawassee celebrated Hispanic Heritage Month with “Celebrate with Dance,” a demonstration of Spanish Folk Dances presented by Alborea Dancers. The lively performance was enjoyed by 63 library customers.
- On 8 October, Hiawassee partnered with CarePlus Health Plans to present “Snack & Learn: Medicare 101.” The informational session was attended by 11 seniors who learned about Medicare basics, coverage options, and where to get help.
- On 8 October, Hiawassee hosted “Cuisine Corner Junior: Fruit ‘n Salsa Cinnamon Chips” for 12 tweens and teens who learned how to create fruit salsa and sweet chips to share with family and friends.
- On 9 October, Hiawassee presented “History Happenings: Victorian England,” a program designed for tweens and teens to learn the history and culture of Victorian England. The program was attended by 15 library users who stepped back in time for the historical lesson with crafts.
- On 11 October, Hiawassee presented “Bubble Playtime.” The popular event, developed to help toddlers and preschoolers develop motor skills, was attended by 18 little ones and their caregivers.
- On 14 October, Hiawassee hosted “Creative Coloring for Adults” for 11 adults gathered to sip tea, relax and unwind while channeling their inner child.
- On 18 October, Hiawassee presented “Itsy-Bitsy Spiders” to 34 preschoolers and toddlers gathered for a not-so-creepy, crawly crafts and stories about our eight-legged friends.
On 19 October, Hiawassee presented “Spin, Pop, BOOM! With Mad Science Live” to 14 children who were introduced to a world of exciting chemistry with rainbow reactions, foaming elephants’ toothpaste and slime!

On 24 October, Hiawassee Assistant Manager Sara Brown shared information about library resources and services with families at the “Orlo Vista Fall Festival,” 131 children took home library newsletters, activities, giveaways and candy!

On 25 October, Hiawassee hosted “Animals Around the World,” where 22 preschoolers enjoyed stories, activities and crafts related to animals from every corner of the world.

On 29 October, library customers were invited to Hiawassee’s “BOO! Bash” where 26 children joined us for a ghoulish good time with creepy crafts, spooky stories and more!

On 28 October, Hiawassee presented “Credit 101” to 11 adults interested in improving their credit score and learning the importance of budgeting.

On 2, 16, 23 and 30 October, Hiawassee hosted “Improve Your English Reading Workshops” in partnership with the Adult Literacy League. An average of 12 participants attended each workshop.

On 3, 7, 10, 17, 24, 28, and 31 October, Hiawassee conducted “English from Zero” workshops to help participants improve their basic English skills and practice English vocabulary. An average of 15 people attended each workshop.

On 4, 11, 18, and 25 October, Hiawassee presented “Zero to Five Storytime” to an average of 21 preschoolers and toddlers.

On 1-31 October, Hiawassee promoted “Check It Out: Crayola Experience” presenting 31 children who checked out five or more items with a Buy One Get One Free coupon to visit Crayola Experience at the Florida Mall!

Main

A total of 77 writers attended “Write a Novel in a Month, presented by Orlando NaNoWriMo” on 5 October to discuss plot, character, word building and tips for making it through National Novel Writing Month 2019.

Library Storyteller Myles visited Leu Gardens on 7 October and entertained 237 children and their caregivers with stories, songs and interactive rhymes.

On 8 October, 71 people attended the “Recollections of an Atomic Bombing Survivor” lecture organized by the Orlando Public Library, the Nagasaki National Peace Memorial Hall for the Atomic Bomb Victims and Valencia College.

“Victorian Horror Troupe – PHANTASMAGORIA” helped 204 attendees get into the spirit of the Halloween season with a selection of stories, poems and dances on 13 October.

On 16 October, 25 were in attendance for the Orlando Remembered meeting.

“STRESS! Relief” on 17 October helped 75 elders and caregivers learn about the physical signs, behavioral signs and four stages of stress as part of the monthly “LIFE Information for Elders” series.

On 19 October, the library hosted a “Girl Scout” event where 26 Orange County girl scouts completed fun and challenging STEM related activities in order to receive their Space Science Investigator Badge.

Adventurer and activist Rob Greenfield inspired 66 attendees with “Be the Change in a Messed Up World” on 20 October.

TEC hosted the UCF Women’s Club on 22 October with a total of 16 attendees. They explored home monitoring systems and gadgets that control appliances and change the temperature in rooms.

On 23 October, “Food 101” focused on southwestern cuisine with ten customers taking a journey west on the screen and on their plates!

On 26 October, the library partnered with the History Center for “Trick or Treat Safe Zone” where 1,228 attendees enjoyed storytelling, a building-wide scavenger hunt, candy corn bowling and of course - getting candy!

This month’s “Social Worker @ the Library” program assisted 125 customers over 8 sessions.

The “English Conversation Hour” series welcomed 62 students over 4 sessions.

The “Mayor Buddy’s Book Club” celebrated the completion of their latest book on 30 October, when 89 children came together to play trivia based on the book and make fun crafts. Authors Zack Loran Clark and Nick Eliopulos, as part of the Sunshine State Author Series, spoke about their book “The Adventurers Guild.”
A variety of Sewing project classes were offered during the month with an attendance of 55. These included: “Bow Ties,” “Crafter Tool Belt,” “Easy Superhero Cape,” “Easy Drawstring Backpack,” “Patterns and Fabric,” and “Witch Hat.”

“Socktoberfest” was celebrated with 27 participants creating a custom pair of socks by attending crochet, knitting, or sewing classes.

Attendance for the “Web Design” class series totaled 27 attendees, where customers learned HTML and CSS coding language.

TEC offered a variety of Online classes that had 64 attendees in total.

North Orange
- On 1 October, 36 participants attended “Fall Festival.”
- On 3 October, 24 participants attended “Get Active with Science.”
- On 4 October, 15 participants attended “Who Hoots?”
- On 7 October, 18 participants attended “Global Read Aloud: Viva Frida”
- On 8 October, 15 participants attended “Hola Biblioteca.”
- On 10 October, 27 attendees attended “Nighttime Stories.”
- On 15 October, 43 participants attended “We C.A.R.E About Animals.”
- On 17 October, 40 participants attended “Pirates and Princesses.”
- On 18 October, 28 participants attended “I’m Not Scared!”
- On 19 October, 44 participants attended “Make & Take.”
- On 22 October, 44 participants attended “Monster Mash-Up.”
- On 24 October, 30 participants attended “Itsy-Bitsy Spiders.”
- On 24 October, 83 students and parents were engaged at an outreach at Piedmont Lakes Middle School’s Outreach.
- On 25 October, 44 participants attended “The BOO! Bash.”
- On 28 October, 34 participants attended “Little Chef: Monster Mash Trail Mix.”
- On 29 October, 25 participants attended “Mummies Have Mommies Too!”
- On 31 October, 46 participants attended “Halloween Spooktacular.”
- On each Wednesday during the month of October, an average of 52 participants attended “Toddler Time.”
- On each Wednesday during the month of October, an average of 26 participants attended “Storybook Fun.”
- On each Wednesday during the month of October, an average of 19 participants attended “Tiny Tales.”
- On each Wednesday during the month of October, an average of 58 participants attended “Storytime Crafts.”
- On each Monday during the month of October, an average of 18 participants attended “English from Zero.”
- Each Tuesday during the month of October, an average of 30 participants attended “Basic Spanish.”
- On each Wednesday during the month of October, an average of 20 participants attended “Intermediate English.”

South Creek
- On 2 October, South Creek hosted 34 friends for a fall celebration with stories, games, and activities featuring apples, pumpkins, and autumn leaves during our “Fall Festival.”
- On 3, 10, 17 and 24 October, “K Ready!” hosted an average of 24 children and adults at South Creek. This series introduces reading, math and other basic concepts and skills for children getting ready to enter kindergarten.
- On 4, 11, 18, and 25 October, South Creek hosted an average of 26 children and parents as they enjoyed fun, interactive activities during the drop-in event, “Toddler G.A.M.E.S.”
- On 5 October, we celebrated Hispanic Heritage Month with 14 friends for a music appreciation storytime, “B is for Bailar.”
- On 5 October, South Creek hosted 30 budding artists as they discovered their creative side during, “ArtMazing.”
• On 6 October, 36 attendees enjoyed a lively performance of Spanish folk dances by Alborea Dances in honor of National Hispanic Heritage Month during, “Celebrate with Dance.”
• On 9 October, South Creek hosted 53 children and parents as they learned kitchen safety, layering, measuring, and tasting during, “Little Chef: Pumpkin Patch.”
• On 7 and 14 October, an average of 47 children and parents attended, “Storytime Crafts” at South Creek. This event is held right after story time to help develop fine motor skills.
• On 7 and 21 October, “Free Yoga Class” hosted 40 students that strengthened their bodies with simple but challenging yoga poses.
• On 12 October, 35 participants celebrated Hispanic Heritage Month with internationally touring family musician and teaching artist during, “Alina Celeste Sing Along.”
• On 12 October, participants spent time painting with a local veteran and learned about their time serving our country during, “Painting for a Purpose with a Veteran;” 32 attended.
• On 16 October, 33 participated in crawly crafts and stories about our eight-legged during, “Itsy-Bitsy Spiders.”
• On 19 October, South Creek hosted 13 friends to explore imaginary places during an interactive storytime and free play during, “Cardboard Box Play!”
• On 23 October, 47 Halloween friends got wrapped up with “Mummies Have Mommies Too!”
• On 26 October, “The BOO! Bash” brought out 98 friends wearing their favorite Halloween costume as we listened to spooky stories and created creepy crafts.
• On 23 and 30 October, South Creek had 51 participants attend “Citizenship Inspired.” This program prepares students for the U.S. Naturalization Test and Interview.
• Each Monday in October, South Creek hosted 95 students in “English for Families.” This 10-week class series is designed to engage parents and children in developing their English vocabulary and literacy skills through fun story reading.
• Every Monday and Tuesday in October an average of 40 children and parents participated in South Creek’s “Storybook Fun.” This read-aloud program includes folk and animal tales, songs and poetry for children ages 3-5.
• On Mondays and Tuesdays in October an average of 52 children and parents attended, “Toddler Time” at South Creek. This event includes stories and activities for children ages 18-36 months.
• Every Monday and Tuesday in October an average of 13 children and parents attended, “Tiny Tales” at South Creek. This event includes rhythm and repetition of nursery rhymes to introduce very young children to literature.
• On Mondays and Tuesdays in October South Creek’s ESOL classes, “English Conversation Hour,” “Reading Clearly,” and “Speaking Clearly” brought in 372 participants.
• On Tuesdays, Circulation Clerk, Gabriela Peraza, leads “Happy Faces,” a crafting event for disabled adults; 15 people attended in October.
• Every Wednesday night in October, “Tertulia Cuatro Gatos” hosted their weekly meeting where they read poetry and discussed literature; 220 people enjoyed these cultural events.
• Each Thursday afternoon in October, South Creek hosted “Let’s Speak Spanish” with an average of 17 students ready to learn basic language skills for those who speak little to no Spanish.
• Each Thursday in October, the “Knitting and Crochet Nook” explored fiber arts with an average of 15 participants.

South Trail
• During the month of October, “Practice Makes Perfect” averaged 18 students on Tuesday nights.
• During the month of October, “English From Zero” averaged 16 students on Saturday mornings.
• During the month of October, “Citizenship Inspired” average 12 students per class on Saturday mornings.
• On 1 October, “Global Read Aloud” had 22 participants.
• On 1 October, “Crafternoons” entertained 12 people.
• On 2 October, 10 people learned about the library at the “Oak Ridge Neighborhood Center Outreach.”
• On 4 October, 25 people participate in “Crafternoons.”
On 5 October, “Central Florida Zoo Presents Creatures of the Night” had 16 people in attendance.
On 7 October, “Treehouse Adventures” had 13 children in attendance.
On 7 October 68 children enjoyed “SOMCA Storytime” at the local YMCA.
On 8 October, 15 children participated in the “Global Read Aloud: Viva Frida.”
On 11 October, “What’s That Splat” had 15 children in attendance.
On 15 October, 15 children participated in “Decorate a Sweet Treat With a Veteran.”
On 15 October, Carolyn McClendon spoke to 49 people about library services at “Palmetto Elementary Literacy Night.”
On 22 October, 30 children enjoyed crafts with “Crafternoons.”
On 24 October, 29 people were entertained with “Scary Tails Family Storytime.”

Southeast
On 2 & 9 October, the event “Hispanic Heritage Craft” was hosted at Southeast, a total of 111 people attended.
On 8 October, the event “Cuisine Corner: Healthy Hispanic Dishes” was hosted at Southeast, a total of 14 people attended.
On 19 October, the event “STEM Afternoon: Think Like a Scientist” was hosted at Southeast, a total of 19 people attended.
On 19 October, the event “Library Pop-Up: Lake Nona - Gatorland Wrangler!” was hosted at Valencia College in Lake Nona, a total of 93 people attended.
On 26 October, the event “Mom Approved Movie and A Snack” was hosted at Southeast, a total of 14 people attended.
Most Wednesdays for the month of October, a total of 238 children and caretakers participated in Southeast’s “Color Your World!”
Most Wednesdays for the month of October, a total of 312 children and caretakers participated in Southeast’s “Wednesday Morning Story Times.”
Most Fridays in October, “Conversation Hour” was hosted at Southeast, a total of 3 workshops were held with a total of 65 attendees.
Most Wednesdays for the month of October, “Reading Clearly Intermediate” was hosted at Southeast, a total of 4 workshops were held with a total of 99 attendees.
Most Tuesdays for the month of October, “Speaking Clearly Advanced” was hosted at Southeast, a total of 4 workshops were held with a total of 93 attendees.
Most Thursdays for the month of October, “Spanish From Zero” was hosted at Southeast, a total of 3 workshops were held with a total of 61 attendees.
During October, 27 children participated in the library’s “Check It Out: Crayola Experience” promotion.

Washington Park
On 1 October, Carmen Offutt hosted “Basic Spanish” and there were 11 attendees at the class.
On 2 October, Deborah Aponte presented “Painting for Purpose with a Veteran” at the Washington Park Branch. Eleven participants listened to a veteran speak about his experiences in the military and painted original art on canvas.
On 3 October, “Family Library Night” was hosted at the Washington Park Branch by Eccleston Elementary School. An OCLS storyteller engaged the audience with stories, Eccleston representatives conducted a giveaway, and OCLS staff provided information regarding programs and events. There were 36 participants.
On 19 October, “Mark Alan’s Magic Show” was hosted at the Washington Park Branch. Twelve customers watched Mark Alan amaze and amuse with magical fun for kids of all ages.
In October, Washington Park hosted “Character Mailbox” featuring postcards to Junie B. Jones. Fifteen children participated by writing letters and sending them through our character mailbox.
In October, 32 children participated in the “Check It Out: Crayola Experience” contest.
Every Wednesday in October, “English from Zero” was hosted at the Washington Park Branch. A total of 5 classes were taught with an average of 17 students per class.

Every Friday in October, “English Conversation Hour” was hosted at the Washington Park Branch. A total of 4 classes were taught with an average of 16 students per class.

Every Saturday in October, “Writing Clearly Beginner” was hosted at the Washington Park Branch. A total of 4 classes were taught with an average of 14 students per class.

West Oaks

On 1 October, the event “Cuisine Corner Junior: Fruit N’ Salsa Cinnamon Chips” was enjoyed by 20 children and their caregivers, who learned important food literacy skills and enjoyed a delicious snack.

On 1 October, the event “Kids Yoga” attracted 18 kids and their caregivers who relaxed, strengthened their mind-body connection and practiced good posture.

On 1 October through 29 October, the event “Practice Makes Perfect” gave 48 attendees the opportunity to come together for a conversational English hour with a certified Adult Literacy League instructor.

On 3 October, the event “Estates, Wills & Probate Records” provided 11 customers the opportunity to learn more ways to find information on their family history.

On 3 October through 31 October, the weekly event “Writing Clearly Intermediate” allowed 60 attendees to practice their English writing and grammar at the intermediate level.

On 5 October, the event “Craft Club for Adults: Paper Pumpkins” showed 12 attendees how to create a decorative pumpkin using upcycled materials.

On 5 October, the event “Mexican Danza” celebrated Hispanic Heritage Month with a dance performance attended by 12 people at the event.

From 7 through 28 October, the weekly event “Citizenship Inspired” allowed 30 customers to learn important information to pass the U.S. Naturalization test and interview.

On 8 October, the event “Global Read Aloud: Viva Frida” was enjoyed by 22 children and their caregivers, who shared stories and songs in Spanish and English and made art in the style of Frida Kahlo.

On 9 October, the event “The Family Tree Guide to DNA Testing and Genetic Genealogy” took 12 attendees on a deep dive into the first six chapters of the book.

On 10 October, the event “Immigration Records,” part of the Find Your Roots series, was presented, where 12 attendees learned how to use passenger lists and naturalization records during their family history search.

On 15 October, the event “Hola Biblioteca” helped 24 children and their caregivers celebrate Hispanic Heritage Month with stories, activities and crafts.

On 15 October, the event “Cardboard Box Play” gave 18 preschoolers and their grownups the chance to create a magical world using all boxes of all shapes and sizes.

On 17 October, the event “Outer Space Science with DoDad’s Lab” guided 145 children and their caregivers to discover the solar system, gravity, stars and more with experiments, music and lots of laughs.

On 19 October, the event “Altered Books” explored with 10 attendees scrapbooking, journaling and planning with recycled materials.

On 19 October, the event “Basics of Horror Makeup” shared the essentials of horror makeup for 15 attendees.

On 21 October, the event “West Orange Homeschoolers & Board Games” was attended by 24 children and local families, to meet new people and make friends while playing educational board games and learning about library resources.

On 22 October, the event “Decorate a Sweet Treat with a Veteran” celebrated Veteran’s Day with 27 children and their caregivers, who met a veteran and learned about his time serving our country.

On 22 October, the event “Itsy-Bitsy Spider” was attended by 24 preschoolers and their caregivers who had fun making crafts and listening to stories about our eight-legged friends.

On 24 October, the event “Finding Your Roots: Military Records” taught 14 customers how to use military records to help uncover information about their ancestors.

On 26 October, the event “Paws to Read” allowed 15 children to practice their reading skills by reading aloud to a loveable, furry listener.
On 26 October, library staff attended the event “Central Florida Genealogical Society 50th Anniversary Celebration” and shared information about the library’s genealogy offerings and services with 110 attendees.

On 27 October, the event “Mummies Have Mommies Too” got 15 preschoolers and their caregivers wrapped up in fun stories and crafts.

On 29 October, the event “Little Chef: Monster Mash Trail Mix” was enjoyed by 30 children and parents, who created a spooky but delicious treat.

On 29 October, the event “Totally Triangle” taught 22 attendees about triangles with activities and stories.

On 31 October, the event “BOO Bash” celebrated Halloween with 35 children and their caregivers, who played fun games and trick or treated around the library in their costumes.

On 31 October, the “Check It Out” contest had 76 children participate; each received a free entry to the Crayola Experience when they checked out five books.

**Windermere**

- On 5 October, “English from Zero” brought 22 adults to the library to practice and improve their English.
- On 5 October, 34 children and 25 adults came to “Spin, Pop, Boom! With Mad Science Live” to learn about chemical reactions and play with slime.
- On 7 October, 28 children and adults explored sensory science during “Get Active with Science.”
- On 8 October, “Family Time with Chick-fil-A” brought 17 children and 19 adults to the library to decorate pictures of pumpkins and enjoy a snack.
- On 10 October, “Cuisine Corner: Fall Chowder and Crisps” brought 15 children and adults to the library to learn how to make this delicious meal.
- On 12 October, to honor our veterans 16 children and 11 adults came to “Decorate a Sweet Treat with a Veteran” to make a delicious red, white, and blue edible treat.
- On 12 October, Rocky, everyone’s favorite therapy dog, came to the library to listen to 9 children and 5 adults read him stories during “Angel Paws to Read.”
- On 14 October, “Girl Scouts Library Tour” brought 18 children and 8 adults dressed in their Girl Scout vests to the library for a tour and to learn about the fun services the library offers.
- On 15 October, 15 children and adults came to “Pajama Jamboree” dressed in their jammies to listen to a story, make a craft, and eat delicious cookies.
- On 15 October, to celebrate Hispanic Heritage Month, 65 children participated in “Hispanic Heritage Month Coloring Sheets.”
- On 19 October, “English from Zero” brought 22 adults to the library to practice and improve their English.
- On 22 October, “Mummies have Mommies Too!” brought 13 children and 10 adults to the library to make their own cute little mummy.
- On 26, October, “English from Zero” brought 19 adults to the library to practice and improve their English.
- On 28 October, 13 children and 15 adults came to the library for “Fall Festival” to practice apple picking and tracing leaves.
- Dot Mandala: 10 adults came to the dot mandala programs this month to make a journal decorated in this fun style.

For the week of October 1-5, total attendance for Story Time was 156 children and 153 adults.

For the week of October 17-12, total attendance for Story Time was 135 children and 144 adults.

For the week of October 14-19, total attendance for Story Time was 178 children and 183 adults.

For the week of October 21-26, total attendance for Story Time was 163 children and 148 adults.

**Winter Garden**

- On 1 October, Janette Ramos hosted “Bubble Playtime” for 72 attendees.
- On 2 October, Erin Reichel welcomed Ivan Cotto from Career Source to relate his experiences serving our country during “Decorate a Sweet Treat with a Veteran.” 34 people were in attendance.
- On 3 October, Erin Reichel hosted “Who Hoots?” 44 attendees played and discovered while learning all about their feathered friends.
• On 5 October, Nadine Nelson invited 13 participants to not be scaredy-cats at “You Are Creepy.” a spooky Halloween event filled with creepy crafts, and activities.

• On 5 October, 33 attendees practiced their reading skills with a sweet, furry friend during “Tails with Tales” hosted by Expanding Intelligence.

• On 8 October, Erin Reichel attended the “Maxey Elementary Storytime.” reading and introducing the library to 188 children.

• On 8 October, “Lego Block Party” hosted by staff member Brandon Lower, who welcomed a total of 18 participants.

• On 8 October, 2 sessions of “Parachute Play” brought dancing and singing to the location for 50 participants.

• On 10 October, Erin Reichel and 50 attendees created crafts and read stories during “Celebrate with Dora and Friends.”

• On 10 October, Nadine Nelson attended the “Celebrate Hispanic Heritage at Tildenville Elementary.” speaking to 57 children and teachers about all the things you can do at the library.

• On 12 October, the library held a “Mexican Danza.” 21 attendees joined in celebrating Hispanic Heritage Month with a Mexican Folkloric Dance performance.

• On 12 October, the library held a pop-up event in Horizon West, “Library Pop-up: Mark Alan Magic Show” at the Waterleigh Community Clubhouse bringing comedy and magic to 99 attendees.

• On 12 October, Janette Ramos invited 37 participants to don their chef hats at “Little Chef: Pumpkin Patch.”

• On 12 October, Winter Garden welcomed the “Alina Celeste Sing Along,” which was attended by 24.

• On 15 October, Chand Persad offered “Cardboard Box Play!” encouraging 65 attendees to let their imagination lead the way as they refashioned old boxes.

• On 16 October, Erin Reichel welcomed veteran Willie Nelson to speak to 19 attendees about his time serving our country during “Painting for a Purpose with a Veteran.”

• On 17 October, Erin Reichel hosted a “Fall Festival” where 64 participants listened to stories, and played games and activities featuring apples, pumpkins and autumn leaves.

• On 17 October, staff member Jessy Hart Howell hosted 10 attendees at “Creative Watercolors.”

• On 19 October, staff members Brandon Lower and Jessica Hart Howell attended the “Independence Fall Festival in Horizon West.” speaking to 246 about library events and services.

• On 19 October, 12 attendees discovered theater in a new, interactive way when “REP Readers Featuring: How I Became a Pirate” visited the library.

• On 19 October, Nadine Nelson hosted the branch’s annual “Boo Bash.” welcoming 63 attendees to get in the Halloween spirit.

• On 19 October, Genevieve Traas and Erin Reichel brought “Little Chef: Pumpkin Patch” to 48 participants at the pop-up event in Horizon West, “Library Pop-up: Horizon West” at the Waterleigh Community Clubhouse.

• On 22 October, the local chapter of the FFA visited the Winter Garden Branch to present “Ag Literacy Day” to read stories and introduce 153 attendees to their animal friends.

• On 24 October, the library held a pop-up event in Horizon West, “Library Pop-up: Horizon West” at the Waterleigh Community Clubhouse bringing Halloween themed stories and crafts to 30 attendees.

• On 25 October, staff members Nadine Nelson and Courtney Knox attended the “Manheim Auction Body Shop Health Day” for their employees, speaking with 67 attendees about their local library.

• On 29 October, 78 attendees joined Chand Persad to listen to stories, sing songs and fashion crafts during “Mummies Have Mommies Too!”

• On 30 October, Rebecca Padrick engaged 13 participants in story and original artwork based on Masai tribal costume masks at “Masai Animal Masks.”

• On 31 October, 29 children attended “Read to Sydney.” where they practiced reading to a furry dog.

• On 31 October, Erin Reichel and 68 attendees read stories, played games and made crafts during “Itsy-Bitsy Spiders.”

• On 31 October, Rebecca Padrick attended the “Manheim Auction Body Shop Health Day” for their employees, speaking with 77 attendees about their local library.

• Check It Out: Crayola Experience ran throughout October. 100 tickets were distributed.
In October, Winter Garden’s “Character Mailbox” invited children to write and receive a letter from Dora and Diego. 173 letters were received and answered.

In October, Winter Garden’s “Character Mailbox” invited children to write and receive a letter from Mavis and Jonathan from Hotel Transylvania. 189 letters were received and answered.

“Collage and Color” was offered on 9 and 22 October, welcoming a total of 50 participants.

Caregiver Connect: Stay and Play” was offered 9 times in October, for an average of 43 attendees per event.

Throughout the month of October visitors to the Winter Garden Library were invited to participate in a community art project. 125 people shared their “fears” and created frightful addition to the branch’s spooktacular graveyard.

“Family Yoga” was held on three occasions at the branch in October, bringing in a total of 44 attendees.

“Sing-A-Long with Friends” was held on five Tuesdays in October and drew an average of 37 attendees per event.

“D&D at the Library” was hosted on three Tuesdays in October, bringing in 28 attendees to take part in the campaign and battle.

“Citizenship Inspired” was offered to the community on four Wednesdays in October by Branch Librarian, Rebecca Padrick, bringing in an average of 8 attendees per session.

“Storytime Crafts” was held on four Fridays in October and welcomed an average of 52 participants per event.

In October, Wednesday and Friday storytimes brought in 1144 kids and their guardians.

From 10/21/19-10/26/19 the Winter Garden branch invited the community to celebrate Halloween Week with themed events and activities:

- On 22 October, Genevieve Traas hosted “Ghoulish Treats.” 63 participants made edible spiders, ghosts and pumpkin patches.
- On 23 October, Zully Escobar hosted an original event, “Dia De Los Muertos Crafts.” 35 attendees learned more about the Mexican holiday while fashioning their own decorations and masks.
- On 26 October, Janette Ramos challenged 21 attendees to make it out of the “Halloween Escape Room.”
- Over the course of the week 81 amateur ghost and ghoul hunters joined the “Haunted Mansion Scavenger Hunt.”

Library Events

Art and Display

**Accidental Historian**
Orlando Public Library, Second Floor       Opens November 5

Last year, StoryCorps recorded memories told by library customers and staff. In conjunction with Orange County Regional History Center’s *Accidental Historian* exhibit, this display of Thomas Thorspecken sketches and library photos documents that project.

**Art Exhibit: Understanding Our Indian Neighbor!**
West Oaks Branch       Friday–Thursday, November 1–7, 12 a.m.–11:59 p.m.

In honor of Native American Heritage Month, the West Oaks Branch is hosting *Understanding Our Indian Neighbor* by artist Levi Black Bear, a Sioux Indian born in 1899.

**Stress Buster Art: Paper Roll Painting**
Southwest Branch       Wednesday, November 6, 10:30 a.m.–12:30 p.m.

A de-stressing art adventure using paper rolls to create a painting. No experience needed. All supplies provided. Registration required. Limited seating. Ages 18 and up.
Back2Basics
Plant Clinic
Winter Garden Branch  Thursday, November 7, 3–5 p.m.
Alafaya Branch  Thursday, November 14, 2–4 p.m.
Bring your plants, get your soil pH tested and ask questions! Master Gardener Volunteers from the UF/IFAS Orange County Extension Office will be available to answer your gardening questions.

Home Ownership Made Easy
Hiawassee Branch  Saturday, November 9, 10 a.m.–Noon
Purchasing a home can be intimidating. Join industry experts to learn about mortgage qualifications, home inspections, credit score requirements and how much is needed for a down payment.

Couponing 101
Alafaya Branch  Sunday, November 10, 2 p.m.
Winter Garden Branch  Tuesday, November 19, 6 p.m.
Learn how couponing can save you money! Join Simple Truth Foundation for tips on couponing strategies that will have you cashing in big.

Bookclubs
Tertulia Cuatro Gatos / Spanish Book Club
Chickasaw Branch  martes, 5 de noviembre, 6:30–8:30 p.m.
South Creek Branch  miércoles, 6 de noviembre, 13, 20, 6:30–8:45 p.m.
Fairview Shores Branch  jueves, 7 y 21 de noviembre, 6:30–8:30 p.m.
Southeast Branch  jueves, 14 de noviembre, 6:30–8:30 p.m.
La Tertulia Cuatro Gatos se reúne para compartir y discutir poesía, literatura, arte o historia. Todos son bienvenidos. El programa es presentado en español.

Southeast Book Club
Southeast Branch  Monday, November 11, 6:30 p.m.
Discuss a biography of your own choice with the Southeast Book Club.

Central Florida Book Club
Where the Crawdad Sings  by Delia Owens
Fairview Shores Branch  Tuesday, November 12, 10:15–11:30 a.m.
Viewed with suspicion in the aftermath of a murder, Kya Clark, who has survived alone for years in a marsh near the North Carolina coast, becomes targeted by unthinkable forces.

Nature Walk Book Club
On Looking: Eleven Walks with Expert Eyes  by Alexandra Horowitz
Southwest Branch  Wednesday, November 13, 10 a.m.–12:30 p.m.
Join Southwest Branch for a casual walk in a local park followed by a lively discussion. Registration required. Ages 18 and up.

Alafaya Book Club
The Night Tiger  by Yansze Choo
Alafaya Branch  Thursday, November 14, 7 p.m.
A vivacious dance-hall girl in 1930s colonial Malaysia is drawn into unexpected danger by the discovery of a severed finger that is being sought by a young houseboy in order to protect his late master’s soul.
Hiawassee Book Club
*The Silent Patient* by Alex Michaelides
Hiawassee Branch  **Monday, November 18, 6:30–8 p.m.**
A shocking psychological thriller of a woman’s act of violence against her husband – and of the therapist obsessed with uncovering her motive.

**Books with a Bite**
South Creek Branch  **Wednesday, November 20, 2 p.m.**
We will discuss the books we love and what we’re currently reading.

**Winter Garden Book Club**
*A Gentleman in Moscow* by Amor Towles
Winter Garden Branch  **Thursday, November 21, 6 p.m.**
Deemed unrepentant by a Bolshevik tribunal in 1922, Count Alexander Rostov is sentenced to house arrest in a hotel across the street from the Kremlin, where he lives in an attic room while some of the most tumultuous decades in Russian history unfold.

**Southwest Book Club**
*The Ninth Hour* by Alice McDermott
Southwest Branch  **Tuesday, November 26, 7–8:45 p.m.**

**Citizenship Inspired**
Alafaya Branch  **Monday, November 4–25, 5:30 p.m.**
South Creek Branch  **Wednesday, November 6, 2:30–5 p.m.**
During this four-week program, students will meet once each week to prepare for the U.S. Naturalization (Citizenship) Test and Interview.

**Cuisine Corner**
*Let’s Get Popping*
Orlando Public Library, Cypress Room  **Sunday, November 10, 3 p.m.**
Local small-business-owner Major from Project Pop shows you the secrets behind delicious stove-top popcorn. Learn the differences between popcorn varieties and what will work best for your needs.

*Pumpkin Alfredo*
Orlando Public Library, Cypress Room  **Wednesday, November 6, 6:30 p.m.**
Chef Karen Ross of Karen’s Creative Cuisines demonstrates how to make a delicious and simple pumpkin alfredo. She will also prepare a cranberry, white and dark chocolate, pecan mix.

**Tea and Conversation**
South Creek Branch  **Sunday, November 10, 2–4 p.m.**
Interested in meeting new people and building exciting friendships? This monthly social is designed to bring adults together. Share food, tea and your stories.

**Thankful Thanksgivings**
Orlando Public Library, Cypress Room  **Monday, November 11, 6:30 p.m.**
Eatonville Branch  **Wednesday, November 20, 6 p.m.**
Chef Warren teaches you dozens of tips to ensure that your Thanksgiving meal is a success – from roasting a turkey, preparing sides and creating delicious leftovers.
Pumpkin Quesadillas  
West Oaks Branch  Monday, November 18, 6 p.m. 
Chef Karen Ross of Karen’s Creative Cuisines will demonstrate how easy it is to make pumpkin quesadillas and orange cranberry relish for Thanksgiving.

Creative Cookies  
Southwest Branch  Tuesday, November 19, 6 p.m. 
Chef Emily Roy from Publix Aprons takes you on a culinary journey as she demonstrates how to make maple-glazed apple crisp cookies. Seating is limited. Ages 18 and up.

Pasteles  
Orlando Public Library, Cypress Room  Thursday, November 21, 6:30 p.m.  
North Orange Branch  Saturday, November 23, 11 a.m.  
Yamira Lee Johnson, head chef of Breaking Bread with Mira will demonstrate how to make tasty pasteles. Space is limited.

Sunday Dinner  
Orlando Public Library, Cypress Room  Sunday, November 24, 2 p.m.  
Joycelyn Bryant of Joycelyn’s Southern Kitchen will demonstrate a hearty meal suitable for Sunday dinner.

Genealogy  
Tracing French Canadian Ancestors  
West Oaks Branch  Tuesday, November 5, 12:30–2 p.m.  
This genealogy research series focuses on researching European ancestors. Learn about types of documents available and research strategies to utilize.

Genetic Genealogy in Practice Weekly Study Group  
West Oaks Branch  Thursday, November 7–21, 11 a.m.  
Join us for our genetic genealogy study group and learn how DNA test results can help to confirm, extend and deepen your genealogical research. Registration required.

AAHGS: Afro-American Historical and Genealogical Society  
West Oaks Branch  Saturday, November 9, 10:30 a.m.–12:30 p.m.  
Members of the Central Florida Chapter of Afro-American Historical and Genealogical Society (AAHGS) will share information on African American history, heritage and genealogy.

Do It Yourself DNA Research Open Forum  
West Oaks Branch  Wednesday, November 13, 6:30 p.m.  
Spend an evening analyzing your own DNA test results. Our Genealogy Specialist will be available to help assist with answering questions as you conduct your own DNA analysis.

Genealogy Research Question Workshop  
West Oaks Branch  Wednesday, November 20, 6:30 p.m.  
Sharpen your genealogy skills and learn about resources by sharing your research questions.

HeritageQuest Online  
Discover the amazing history of you with HeritageQuest Online. With more than 4.4 billion records, it delivers an essential collection of genealogical and historical sources – with coverage dating back to the 1700s – that can help identify ancestors and discover a place’s past.
Healthy Living
FREE Yoga Class
South Creek Branch  
**Mondays, November 4–18, 6 p.m.**
Roll out your yoga mat and get ready to work your body!

**The Benefits of Tai Chi Easy**
Herndon Branch  
**Mondays, November 4–18, 2 p.m.**
The four benefits of Tai Chi Easy come from the four essential Qi enhancement practices: mindful movements, breathing, massage and meditation. This three-week course puts you on the path to a healthier life!

**Mindfulness Meditation**
Southwest Branch  
**Tuesday, November 5, 6 p.m.**

**Community Yoga**
West Oaks Branch  
**Sunday, November 10, 3 p.m.**
Yoga is a great way to improve the health of your body and mind. All ages, experience levels and body types welcome, including those with limited mobility.

**Restorative Yoga with Jen Larsen**
Southwest Branch  
**Tuesday, November 12, 6 p.m.**
Focus on slow, intentional movement and deep breathing with restorative and gentle yoga. For all experience levels. Taught by Jen Larsen of Innerglow Wellness. Registration required. Ages 15 and up.

**Medicare 101**
Fairview Shores Branch  
**Tuesday, November 19, 6:30 p.m.**
Medicare is complicated. There are dates and deadlines to remember, lots of confusing terms and different kinds of plans. How do you cut through the clutter in your mailbox to make the right decisions?

**Understanding Mental Health**
West Oaks Branch  
**Wednesday, November 20, 11 a.m.**
Learn about mental health and ways to improve your mental health.

**Jobseekers**
**Career Academy: Perfecting Your Resume**
Orlando Public Library, Learning Central  
**November 5, 1:30 p.m. & November 16, 9:30 a.m.**
Get noticed! Elevate your job application with best practices in crafting a resume and cover letter.

**Career Academy: Interview Like a Pro**
Orlando Public Library, Learning Central  
**Tuesday, November 19, 1:30 p.m.**
You’ve landed an interview! Now what? Get tips that will help you to practice and prepare, and to write a memorable thank you letter.

**Language Learning**
**Practice Makes Perfect**
Southwest Branch  
**Saturdays, November 2–23, 2–4 p.m.**
Fairview Shores Branch  
**Saturdays, November 2–30, 11 a.m.–12:30 p.m.**
Conversational English practice with other new English speakers.
English from Zero
Orlando Public Library  Saturdays, November 2–30, 4–5:30 p.m.
South Creek Branch  Mondays, November 4–25, 2:30 p.m.
Alafaya Branch  Mondays, November 4–25, 6:30 p.m. & Thursdays, November 7–21, 10:30–Noon
Herndon Branch  Wednesdays, November 6–27, 6:30 p.m.
Southwest Branch  Thursdays, November 7–21, 7 p.m.
English from Zero classes are designed for beginning English learners. Each workshop has a specific target topic.

Speaking Clearly Beginners
Alafaya Branch  Sundays, November 3–24, 4–5:30 p.m.
South Creek Branch  Tuesdays, November 5–26, 7:30 p.m.
Speaking Clearly is a pronunciation class for beginners. The class is designed to introduce learners to the basics of the sounds of English for pronunciation.

English Conversation Hour
Orlando Public Library, Fourth Floor  Sundays, November 3–24, 4:30 p.m.
South Creek Branch  Mondays, November 4–25, 4 p.m.
Alafaya Branch  Tuesdays, November 5–26, 6:30 p.m.
Practice your English speaking skills during the English Conversation Hour. All proficiency levels are welcomed!

English for Families
South Creek Branch  Mondays, November 4–25, 6:30 p.m.–8:30 p.m.
English for Families is a series of interactive classes for parents and children ages 6–12 that focuses on developing English vocabulary and literacy skills through strategic and fun story reading.

Reading Clearly for Beginners
South Creek Branch  Tuesdays, November 5–26, 6:15 p.m.
Reading Clearly Beginners explores English grammar and vocabulary for comprehension and vocabulary development.

Improve Your English Reading Workshop
Hiawassee Branch  Wednesdays, November 6–20, 6–8 p.m.
Improve your English conversational skills, vocabulary, pronunciation and comprehension by reading a book. Enjoy learning and meeting new people in a supportive environment.

Writing Clearly Intermediate
West Oaks Branch  Thursdays, November 7–21, 6:30–8:15 p.m.
Writing Clearly Intermediate is a grammar and writing course focusing on grammar and complex ideas, including sentence structures, phrases and vocabulary building.

Learn a Language:
Let’s Speak Spanish!
South Creek Branch  Thursdays, November 7–21, 4:30 p.m.
Learn basic Spanish.

Basic Spanish
Chickasaw Branch  Wednesdays, November 13 & 20, 6:30–8 p.m.
Vocabulary Workshop for Beginners is a free Workshop for individuals who speak little to no Spanish.
Library Events

FUNdamentals of Improv Showcase
Orlando Public Library, Library Central   Saturday, November 2, 2 p.m.
See the culmination of our eight-week course on the basics of Improv. Laugh along with the class at this event you will not want to miss!

The Ghost Society
Orlando Public Library, Cypress Room   Sunday, November 3, 2 p.m.
Share your personal experiences, learn what’s new in the field and discuss books and shows in a casual atmosphere.

Orlando Public Library Pokémon League
Orlando Public Library, Magnolia Room   Sunday, November 3 & 17, 3 p.m.
Calling all trainers! Join the official Orlando Public Library Pokémon League. Battle with the Pokémon Trading Card Game and more. Trainers of all ages and skill levels welcome.

The Pen Meetup
Orlando Public Library, Cypress Room   Sunday, November 3, 3:30 p.m.
Meet other fountain pen enthusiasts each month as we learn new things and explore our favorite hobby.

Happy Faces
South Creek Branch   Tuesdays, November 5–26, 10:15–11:45 a.m.
A fun event for patrons of all ages with physical or intellectual disabilities where everyone can participate in stories and activities.

Crafter’s Corner for Adults
South Creek Branch   Tuesday, November 5, 2:30 p.m.
You are invited to explore your creativity. Whatever your hobby, share an afternoon of arts and crafts. All supplies provided.

Handmade Greeting Cards
Winter Garden Branch   Tuesday, November 5, 5 p.m.
Learn the basic principles of card making using card stock, stamps and more! Supplies are limited. Registration recommended.

Positive Flow
Eatonville Branch   Wednesdays, November 6–27, 5:30–7:30 p.m.
Free after school tutoring for grades K–12.

An Evening with Herb Bailey
West Oaks Branch   Wednesday, November 6, 6:30 p.m.
Herb Bailey, curator of the art exhibit, Understanding Our Indian Neighbor, shares the story and vision of his father, Reverend Earl L. Bailey’s quest to capture the history of the Sioux Indians.

Art Class
South Creek Branch   Thursday, November 7, 6:30–8:15 p.m.
Express your ideas, emotions, perceptions and sensations in this monthly art class. Registration required.

Introduction to Foundation Center Resources
Orlando Public Library, Fourth   Monday, November 11, 6–7:30 p.m.
Looking for funding? Use this comprehensive directory to win grants and make a difference.
Self Development Workshop  
Orlando Public Library, Cypress Room  
*Tuesday, November 12, 6–7:30 p.m.*  
Get together with others in our community who want to improve themselves. Learn how to utilize the power of a “mastermind” to focus on one purpose, “growth.”

Rob Greenfield  
Orlando Public Library, Library Central  
*Wednesday, November 13, 6–7:30 p.m.*  
Rob Greenfield has just completed his year-long project to grow and forage 100% of his food. Come listen to his story and be inspired to grow some of your own food.

Family Self Defense with Victory Martial Arts  
Windermere Branch  
*Thursday, November 14, 4 p.m.*  
It’s always better to expect the best and be prepared for the worst. Victory Martial Arts will teach you and your family the basics of self-defense. This event is for the whole family. Registration required.

AAHC Student Achiever Awards Ceremony  
Orlando Public Library, Library Central  
*Saturday, November 16, 10 a.m.–Noon*  
The Asian American Heritage Council (AAHC) will recognize Asian American students for their excellence in academia, community service, preservation of culture and language during this ceremony.

NACA Home Buying Workshop in Spanish  
South Creek Branch  
*Saturday, November 16, 10 a.m.–2 p.m.*  
Neighborhood Assistance Corporation of America presenta un taller gratuito sobre el proceso de compra de casas de principio a fin.

Mexican Danza  
Southeast Branch  
*Saturday, November 16, Noon*  

Beekeeping Basics  
Orlando Public Library, Cypress Room  
*Sunday, November 17, 2 p.m.*  
Winter Park Honey visits the library to help you get started in beekeeping! Learn about equipment, safe habits and the best type of hive for your needs. Registration required.

Let It Go  
South Creek Branch  
*Sunday, November 17, 2–4 p.m.*  
Got any unwanted items of value? Bring them to our community swap and bid for someone else’s treasure.

Florida Licensing on Wheels  
North Orange Branch  
*Tuesday, November 19, 10 a.m.–2 p.m.*  
Do you need to update your name or address on your driver license or ID? Florida Licensing on Wheels will be offering all these services and more.

Trap-Neuter-Return Boot Camp  
Southeast Branch  
*Tuesday, November 19, 5:30–7 p.m.*  
Pet Alliance of Greater Orlando will be hosting a Trap-Neuter-Return Boot Camp to teach the basics of humanely trapping community cats.

Ask a Lawyer: Presented by The Orange County Bar Association  
Fairview Shores Branch  
*Wednesday, November 20, 6 p.m.*  
The Orange County Bar Association, will provide an open forum for individuals to speak with a panel of attorneys to discuss estate planning, probate and real estate law.
Art 101: Korean Art
Orlando Public Library, Albertson Room  Wednesday, November 20, 6:30 p.m.
Learn about the history of Korean art and make your own creation inspired by its aesthetics. Registration required. Recommended for ages 15 and up.

Downsizing in Five Easy Steps
Washington Park Branch  Thursday, November 21, 1:30–3 p.m.
Discover steps that make downsizing easier to manage. Registration recommended.

Creative Watercolors
Hiawassee Branch  Thursday, November 21, 6–8 p.m.
Learn the basics of watercolor painting through the use of watercolor pencils and paint.

Gifts From the Heart: Bath Bomb
Hiawassee Branch  Saturday, November 23, 2:30 p.m.
Give a gift from the heart this season and treat yourself or someone else to a bath bomb or sugar scrub.

Savvy Savers
West Oaks Branch  Saturday, November 23, 1–3 p.m.
Become a savvy saver by sharing coupons and savings tips at this monthly meeting.

Creative Coloring for Adults
Hiawassee Branch  Monday, November 25, 6–8 p.m.
Coloring is a great way to relax and unwind while channeling your inner child. All supplies provided, but feel free to bring your own. Ages 18 and up.

Craft and Chat
Southwest Branch  Wednesday, November 27, 10:30 a.m.–1:30 p.m.
Bring your own craft project and supplies. Chat and meet new people while you work on your craft or be inspired to learn a new one! Ages 18 and up.

Melrose
Melrose in the Mix: Bella Fontella
Orlando Public Library, Melrose Center  Saturday, November 2, 3:30–5 p.m.
Bella Fontella has released four albums featuring her unique blend of hip-hop and classical music. See her perform in the Melrose Audio Studio.

Introduction to Electronic Engineering Level 1
Orlando Public Library, Melrose Center  November 11, 1–2:30 p.m. & November 22, 10–11:30 a.m.
Build a working circuit using common electronic components and a power source.

Introduction to Electronic Engineering Level 2
Orlando Public Library, Melrose Center  November 11, 3–4:30 p.m. & November 22, Noon–1:30 p.m.
Build circuits using integrated circuits, power transistors and relays. Create timers for various electronic applications.

Introduction to Electronic Engineering Level 3
Orlando Public Library, Melrose Center  November 11, 5–6:30 p.m. & November 22, 2–3:30 p.m.
Build a working circuit using relays, comparator integrated circuits and a power source. Learn to read common schematic diagrams and universal symbols.
Melrose Game Jam
Orlando Public Library, Melrose Center
_Thursday, November 14, 5–8 p.m._
_Friday & Saturday, November 15 & 16, 9 a.m.–11 p.m._
_Sunday, November 17, Noon–6 p.m._
Test your skills and make a video game from scratch - in one weekend! Form teams, and make a game based on a secret theme, a theme that can change lives. Up for the challenge? Spots are limited. Sign up at ocls.info/melrosegamejam.

From Sample to Performance with Ableton Live
Orlando Public Library, Melrose Center  _Saturday, November 23, 1–2:30 p.m._
Turn your ideas into reality with Ableton Live. Live is made for music creation and performance with fast, fluid and flexible options.

Holiday Family Photos
Orlando Public Library, Melrose Center  _Sunday, December 1, 2–5 p.m._
The holiday season is here! Families and groups are invited to have their holiday-themed portraits taken in the Photo Studio. Please bring a USB drive to save your photos.

Music in the Library
Highlight Screening of _COUNTRY MUSIC: A Film By Ken Burns_
Orlando Public Library, Library Central  _Saturday, November 2, 11 a.m._
Enjoy a screening of highlights from PBS’s _COUNTRY MUSIC: A Film by Ken Burns_ which explores the American art form. To learn more, visit pbs.org/kenburns/country-music.

Orlando Music Club Presents: Fiddlefest
Orlando Public Library, Library Central  _Sunday, November 3, 2 p.m._
Orlando Music Club will perform a variety of music arrangements for the fiddle. To learn more, visit orlandomusicclub.org.

Brian Hayes
South Creek Branch  _Saturday, November 9, 2 p.m._
Chickasaw Branch  _Wednesday, November 13, Noon_
Enjoy the musical performance of classical guitarist, Brian Hayes. For more information, visit classicalguitarorlando.com.

OCLS Album of the Month Club
_AT FOLSOM PRISON_ by Johnny Cash
Orlando Public Library, Albertson Room  _Thursday, November 14, 6:30 p.m._
Fellow music lovers rejoice! OCLS has an Album of the Month Club, and you are invited to join an engaging conversation about some of the greatest records ever pressed. Ages 16 and up.

Music Club
South Creek Branch  _Thursday, November 14, 6:30–8:30 p.m._
Are you ready to rock? This is a chance for individuals to perform and share in their musical talents.

JJ Speights
Southeast Branch  _Saturday, November 16, 3 p.m._
Pianist and vocalist JJ Speights will be performing as part of the Southeast’s 25th Anniversary Celebration. Hear classics that will get you moving.
Next Chapter
Prevention and Treatment of Diabetes
Fairview Shores Branch Tuesdays, November 5, 12 & 26, 6:30–8:30 p.m.
Diabetes is the leading cause of cardiovascular disease and stroke in the U.S. What is it and how can you prevent or reverse it through lifestyle changes?

Central Florida Community Arts Beginner Dance for Seniors
Fairview Shores Branch Wednesdays, November 6–20, 10:30 a.m.–Noon
Seniors at all skill levels are welcome and encouraged to attend! This is a great way to learn beginning dance skills and get some exercise in a fun environment. Registration recommended.

Aging at Home
West Oaks Branch Wednesday, November 13, 10:30 a.m.–12:30 p.m.
Senior experts will provide information on what type of services are available for you to consider while you age in place. Registration recommended.

Storytime for Grownups!
Southwest Branch Wednesday, November 20, 10:30 a.m.
Enjoy a story or activity as our talented library storytellers entertain. Ages 18 and up.

Vitamins and Supplements 101
Orlando Public Library, Albertson Room Thursday, November 21, 12:10 p.m.
Learn how to read labels on vitamins and supplements and how to keep current with safety alerts. This seminar is part of the monthly LIFE Information for Elders series.

CarFit Vehicle Safety Checks
Winter Garden Branch Friday, November 22, 10:30 a.m.–12:30 p.m.
CarFit is a national education program created to help older drivers stay safe on the road. Trained volunteers use a checklist of items related to comfort and safety in your vehicle.

TEC-Fiber Arts
Holiday Fiber Arts
Get a head start on crafting your holiday decorations and gifts. From heirloom blankets to seasonal decorations, there’s something for everyone on your list this holiday season.

Let’s Knit Easy Fingerless Mitts
Alafaya Branch Saturdays, November 2 & 9, 3–4:30 p.m.
Orlando Public Library Sundays, November 10 & 17, 2–3:30 p.m.
Whether it’s a cool day outside or in the office, fingerless mitts will bring welcome warmth to your hands. Practice beginning techniques while learning to seam edges together.

Let’s Crochet Multi-Point Star Blanket
Washington Park Branch Wednesday, November 6, 5:30–7 p.m.
Winter Garden Branch Saturday, November 30, 10:30 a.m.–Noon
Learn to create a multipoint star blanket. This repeating pattern is quick to learn and makes a fast-growing blanket. Supplies provided to make the first five rows of the multipoint star.

Let’s Knit Cardigans
Orlando Public Library Wednesdays, November 6–December 11, 4 p.m.–5:30 p.m.
Keep warm with your first knitted cardigan. Available in sizes newborn to 4XL, this pattern fits everyone on your knit list.
Sewing: Quilted Table Runner
Orlando Public Library  Tuesday–Thursday, November 19–21, 1:30–3:30 p.m.
Create a unique and colorful table runner using simple quilting techniques with fabric strips. Add your own touch to home décor or make that special someone a one of a kind gift.

Sewing: Holiday Stockings
Orlando Public Library  Saturday, November 23, 10 a.m.–Noon
Stockings are a must-have for the holidays. Use a simple pattern and your imagination to create a custom stocking for yourself or as a gift. Learn some basic lining and cuff sewing techniques.

TEC- Technology
Take a Create Break
School may be out, but learning and creating are always in. Spend your fall break creating unique graphics and animations with Adobe Photoshop.

WhizKids: Create Animated GIFs
Alafaya Branch  Saturday, November 9, 10:30 a.m.
Orlando Public Library  Tuesday, November 26, 2 p.m.
Learn the frame animation capabilities of Adobe Photoshop through the creation of an animated GIF. Ages 10–12.

WhizKids: Photoshop Basics
Alafaya Branch  Saturday, November 16, 10:30 a.m.
Chickasaw Branch  Saturday, November 16, Noon
Orlando Public Library  Monday, November 25, 10 a.m.
Hiwassee Branch  Monday, November 25, 2 p.m.
Southwest Branch  Wednesday, November 27, 2:15 p.m.
Create awesome photo mash-ups in Adobe Photoshop. Learn how to use basic tools, brushes and the concepts of layers and background removal. Ages 10–12.

WhizKids: Coloring with Photoshop
Chickasaw Branch  Saturday, November 16, 10:30 a.m.
Alafaya Branch  Thursday, November 21, 4:30 p.m.
Orlando Public Library  Tuesday, November 26, 10 a.m.
Use Adobe Photoshop to bring OCLS mascots Squirt and Juicy to life. Learn how to work with Layers, Move and Transform Tools and much more! Ages 7–9.

TechKrew: Design Graphics Using Photoshop
Orlando Public Library  Wednesday, November 27, 11 a.m.
Use the advanced manipulation and blending features of this professional-grade software to design and edit graphics and images. Ages 13–17.

Orlando Children’s Business Fair
Orlando Public Library  Sunday, November 17, 2–5 p.m.
Ignite your child’s entrepreneurial passions as Orlando Public Library hosts the 3rd Annual Orlando Children’s Business Fair. The one-day marketplace will feature 50 youth-run businesses ranging from crafters, artists, jewelry-makers and more. Meet young inventors and entrepreneurs in the community as they showcase their products and share their business ideas with the public during this free event.
**Coming Soon: BizKids Club**

Ready to become an entrepreneur? Join the BizKids Club! A 10-session instructor-led program that introduces middle school students to the world of business and entrepreneurship. Engage in fun, interactive projects to learn office software, develop a business idea and manage a business.

**Caregiver Connect: Stay and Play**
- **Winter Garden Branch**  
  Fridays, November 1–22, 11:30 a.m. & Wednesdays, November 6–27, 11:30 a.m.
- **Fairview Shores Branch**  
  Mondays, November 4–25, 10:45 a.m.
- **Herndon Branch**  
  Mondays, November 4–25, 11:45 a.m. & Tuesdays, November 5–26, 11:45 a.m.
- **Southwest Branch**  
  Wednesdays, November 6–27, 11 a.m.
- **Orlando Public Library**  
  Wednesdays, November 6–20, 11:30 a.m.

Connect with other caregivers to meet and mingle while your little one explores imaginary play with new and old friends.

**Matilda’s Magical Storytime and Craft**
- **Hiawassee Branch**  
  Saturday, November 2, 10:30 a.m.
- **South Creek Branch**  
  Sunday, November 3, 2 p.m.
- **Winter Garden Branch**  
  Monday, November 4, Noon
- **Fairview Shores Branch**  
  Saturday, November 9, 3:30 p.m.

Central Florida Community Arts Youth Theatre Troupe will bring Roald Dahl’s *Matilda* to life with storytellers in costume and in character! Recommended for preschool, lower and upper elementary.

**Baby Boot Camp**
- **Herndon Branch**  
  Friday, November 15, 10:30 a.m.

Baby Boot Camp will host a full-body strength and cardio IIT workout. Don’t forget a stroller for your little one. Registration recommended.

**Maker Monday**
- **Alafaya Branch**  
  Monday, November 18, 4:30 p.m.

Discover the maker in you as we complete challenges, STEM projects and experiments. Recommended for upper elementary, tweens and teens. Registration required.

**Family Zumba**
- **Chickasaw Branch**  
  Wednesday, November 20, 12 p.m.

Get your family moving with this energizing workout class! Learn basic Zumba moves to help you dance your way to fitness. Zumba uses dance aerobics for a fun workout. Recommended for children ages 4–13 and adults.

**Family ArtMazing**
- **South Creek Branch**  
  Saturday, November 2, 2:30 p.m.

Unleash your inner artist and discover your creative side in this monthly all ages event. Inspiration is a must!

**Pajama Party**
- **Alafaya Branch**  
  Monday, November 4, 6 p.m.

Put on your pjs and join us for a nighttime story time! Enjoy stories and songs for the whole family.

**Code Talkers**
- **Fairview Shores Branch**  
  Monday, November 4, 4 p.m.
- **Winter Garden Branch**  
  Wednesday, November 6, 3:30 p.m.

Learn to make and break codes while exploring the fascinating history of the Navajo Code Talkers from World War II. Recommended for families.
**Jumbo Family Game Night**  
Herndon Branch  
*Tuesday, November 5, 4:30 p.m.*  
Eatonville Branch  
*Monday, November 18, 6–7:30 p.m.*  
West Oaks Branch  
*Wednesday, November 20, 4 p.m.*

Join us for fun on a massive scale. We’ll be recreating a family board game with you as the game pieces!  
Recommended for families.

**Totem Tales**  
Orlando Public Library  
*Wednesday, November 6, 2:15 p.m.*  
Fairview Shores Branch  
*Thursday, November 14, 4 p.m.*  
Washington Park Branch  
*Monday, November 18, 4 p.m.*  
Winter Garden Branch  
*Monday, November 18, 6 p.m.*  
Herndon Branch  
*Friday, November 22, 4 p.m.*

Get inspired by the Native American totem animals! Learn about the history and symbolism behind these animals and create your own totem pole together. Recommended for families.

**It Doesn’t Snow in Florida Movie Marathon**  
Fairview Shores Branch  
*Wednesdays, November 6–27, 4–5:30 p.m.*

It may not snow in Florida, but that doesn’t mean we can’t make our own winter fun with a sun-themed movie marathon! Recommended for families.

**Pajama Tales**  
Fairview Shores Branch  
*Wednesdays, November 6–20, 6:30 p.m.*

Wear your jammies, bring your favorite stuffed animal and join us for an evening of stories, rhymes and songs.  
Recommended for families.

**Parade Balloon Engineering**  
Eatonville Branch  
*Thursday, November 7, 4 p.m.*  
Washington Park Branch  
*Tuesday, November 26, 2:30 p.m.*  
Winter Garden Branch  
*Wednesday, November 27, 3:30 p.m.*

Combine science, creativity and imagination to make your own balloon worthy of flying in the famous Macy’s Thanksgiving Day Parade. Recommended for families.

**Kingdom of Board-om**  
Alafaya Branch  
*Thursday, November 7, 6:30–8 p.m.*

Come one, come all and join the Kingdom of Board-om as we explore both classic board games and the cutting edge of current gaming. All ages.

**Frugal Feasts**  
West Oaks Branch  
*Tuesdays, November 12 & 26, 2:30 p.m.*

Learn to make cheap, healthy, and filling meals for your family. Supplies are limited. Registration required.

**On the Oregon Trail!**  
Winter Garden Branch  
*Wednesday, November 13, 3:30 p.m.*

Could you survive a perilous journey on the Oregon Trail? Wrangle up your best wagon party and find out!  
Recommended for families.

**Viewing the Sky with NASA**  
Chickasaw Branch  
*Thursday, November 21, 7–8:30 p.m.*

Join NASA Ambassador Mark Guillette and Leonard Ward of the Central Florida Astrological Society for a viewing of the night sky! See glimpses of Saturn, Mars and the stars. Registration required.
Brain Games
Fairview Shores Branch  Monday, November 25, 4 p.m.
Find out what you never knew you didn’t know with wacky common sense games. Recommended for families.

Coco: Movie & Craft
Orlando Public Library  Tuesday, November 26, 2:30–4:30 p.m.
Sing and dance to the beat of Disney Pixar’s Coco and make a themed craft to take home. Recommended for preschool through upper elementary.

NEW! STEAM Family Meetups
Work together on learning adventures. From coding and robotics to gaming and crafting there’s something for everyone in the family.

Coding Unplugged
Orlando Public Library  Saturday, November 2, 3–4:30 p.m.
Code without a computer! Think fast to play coding games and complete challenges together.

Dungeons & Dragons for Beginners
Orlando Public Library  Saturday, November 9, 3–4:30 p.m.
Your call for adventure awaits! Begin a new quest in the world of Dungeons & Dragons. Think critically and work together with fellow players to learn the rules of the game and explore an open world.

LEGO WeDo Robotics
Orlando Public Library  Saturday, November 16, 3–4:30 p.m.
Create your family robot together with LEGO. LEGO WeDo robots are fun to build and simple to bring to life with code.

Drone Zone
Orlando Public Library  Saturday, November 23, 3–4:30 p.m.
Work together as a family to complete races and fly drones through obstacle course challenges.

Code with Dash
Orlando Public Library  Saturday, November 30, 3–4:30 p.m.
Meet Dash the Robot! Dash loves to race, solve puzzles and play music. Work together to complete coding challenges with Dash.

Writers Corner
Write-In With NaNoWriMo
Alafaya Branch  Wednesdays, November 6 & 13, 6:30–8:30 p.m.
Herndon Branch  Thursdays, November 7–21, 6–8:30 p.m.
Orlando Public Library, Albertson Room  Sunday, November 10, 1:30–3:30 p.m.
Bring a laptop or notebook and write alongside other local writers for quiet writing time at your library. All writers welcome. NaNoWriMo is National Novel Writing Month.

OCLS Writers Group
Orlando Public Library, Magnolia Room  Sunday, November 10, 4 p.m.
Join your fellow writers for critique, discussion and camaraderie. Writers of all genres and experience are welcome. Please attend one meeting before submitting a piece for critique.

Growing Your Readership with Newsletters
Orlando Public Library, Albertson Room  Tuesday, November 19, 6:30 p.m.
Developing an author newsletter can help expand your audience and keep them engaged. Author Arielle Haughee will discuss how to set up a newsletter, what content to include and how to gain subscribers.
Writing Wednesday
Southwest Branch  Wednesday, November 20, 7–8:30 p.m.
Writers of all types and levels are encouraged to attend this monthly, structured writing time. Light refreshments provided.

Social Media for Authors
Orlando Public Library, Albertson Room  Saturday, November 23, 2 p.m.
Social media is a must for authors who want to be successful. Author L. E. Perez will present social media strategies for authors. Attendees should have a basic understanding of Twitter and Facebook.

YS-Children
Homeschool Math Club
Alafaya Branch  Fridays, November 1 & 15, 12:30–2:30 p.m.
Explore exciting topics in math such as Mobius strips, giant polyhedra, flexagons, fractals and logic puzzles. After an activity and group discussion we will play math games together.

The CREATE Space
Orlando Public Library  Fridays, November 1 & 15, 3 p.m.
What will you create today? Explore, experiment or be entertained. Recommended for upper elementary, tweens and teens.

Wii Love Gaming
Chickasaw Branch  Friday, November 1 & 22, 3:30 p.m.
If you love gaming like we love gaming, get your game on at the library! Join us for action-packed fun with the Nintendo Wii and more!

Library Pop-Up: Horizon West
Waterleigh Community Clubhouse
16150 Pebble Bluff Loop, Winter Garden  Saturdays, November 2 & 16, 10:30 a.m. & Thursday, November 7, 10:30 a.m.
Enjoy a library program filled with fun for the whole family right in your own neighborhood.

Tails with Tales
Winter Garden Branch  Saturday, November 2, 11:45 a.m.
Practice your reading skills by reading aloud to a sweet, furry friend. Expanding Intelligence Dog Training LLC presents this reading program with their certified therapy dogs.

Celebrate Veteran’s Day
Herndon Branch  Saturday, November 2, 1:30 p.m.
Winter Garden Branch  Saturday, November 9, 2:30 p.m.
West Oaks Branch  Monday, November 11, 5 p.m.
Hiawassee Branch  Monday, November 11, 6:30 p.m.
Washington Park Branch  Wednesday, November 13, 4 p.m.
Show your support and make a patriotic craft to honor our national heroes. Recommended for all ages.

Drop In Chess
Fairview Shores Branch  Saturday, November 2, 16 & 30, 2 p.m.
Orlando Public Library  Wednesday, November 13 & 27, 2–3:30 p.m.
Drop in for a game of chess at the library. Chess sets are available for play and rule sheets are provided. All ages.
Appreciation Stations
Winter Garden Branch Saturday, November 2, 2:30 p.m.
Washington Park Branch Monday, November 4, 4 p.m.
Herndon Branch Saturday, November 16, 11 a.m.
Eatonville Branch Tuesday, November 19, 3:30 p.m.
West Oaks Branch Tuesday, November 19, 5 p.m.
Orlando Public Library Wednesday, November 20, 2:15 p.m.
Fairview Shores Branch Thursday, November 21, 4 p.m.
South Creek Branch Thursday, November 21, 4 p.m.

Show your appreciation for family, friends, teachers, your community and whatever else you may be thankful for with craft and activity stations full of kindness!

Drawing Club
Alafaya Branch Monday, November 4, 4:30 p.m.
Try out new drawing techniques each month and experiment with your fellow artists. Recommended for upper elementary, tweens and teens. Space is limited. Registration required.

Game Day
Fairview Shores Branch Tuesdays, November 5–26, 4–5:30 p.m.
Play a wide selection of games from Dance Dance Revolution, chess, Battle Sheep, Castle Panic and more.

Florida Natives
West Oaks Branch Tuesday, November 5, 5 p.m.
Windermere Branch Saturday, November 16, 11 a.m.
Eatonville Branch Tuesday, November 26, 2 p.m.

Experience a day in the life of Florida’s first people and learn about their history and culture through engaging hands-on activities.

LEGO Block Party
Winter Garden Branch Tuesday, November 5, 6:30 p.m.
Is there anything you can’t build with LEGO? Let’s find out! Join us for lots of building fun. LEGO bricks will be provided but cannot go home with you.

Drop In Board Games
Southwest Branch Wednesday, November 6–27, 3–4:30 p.m.
Drop in for a friendly board game at the library. Learn a new game, or just spend some after-school time with friends.

Mayor Buddy’s Book Club Discussion Group
Orlando Public Library Thursdays, November 7 & 21, 3:15 p.m.
Mayor Buddy’s Book Club is a weekly discussion group to talk where you can meet other book club members, share experiences and have fun. Recommended for upper elementary, tween and teen.

Botanical Collages
Fairview Shores Branch Thursday, November 7, 4 p.m.
Design, cut and paste to create beautiful collages inspired by nature.

The Florida Seminoles
Winter Garden Branch Saturday, November 9, 10:30 a.m.
Windermere Branch Thursday, November 21, 4 p.m.
West Oaks Branch Tuesday, November 26, 5 p.m.
Take a peek at the rich history and culture of the Seminole and participate in fun hands-on activities.
Angel Paws to Read
North Orange Branch  Saturday, November 9, 11 a.m.
Orlando Public Library  Saturday, November 23, 11:30 a.m.
West Oaks Branch  Saturday, November 23, 11:30 a.m.–1 p.m.
Practice your reading skills by reading aloud to a lovable, furry listener. Be An Angel Therapy Dogs Ministry presents this reading program for children featuring certified therapy dogs.

Southwest Homeschool Club
Southwest Branch  Monday, November 11, 1 p.m.
Math, science, history, art and literature-based learning to support your homeschool curriculum. Recommended for upper elementary.

Library Escape Room
Fairview Shores Branch  Monday, November 11, 4 p.m.
Can you discover all of the clues hidden by the wacky librarian? Use your best detective skills to find the hidden treasure. Registration required. Recommended for upper elementary.

Building Challenge
Alafaya Branch  Monday, November 11, 4:30 p.m.
Different building challenges each month, using things like LEGO, K’Nex, Keva blocks and more. Recommended for upper elementary, tweens and teens. Space is limited. Registration required.

Cuisine Corner Junior: Cornucopia Cones
West Oaks Branch  Tuesday, November 12, 5 p.m.
Winter Garden Branch  Saturday, November 16, 2:30 p.m. & Wednesday, November 20, 3:30 p.m.
South Creek Branch  Saturday, November 23, 2:30 p.m.
Hiawassee Branch  Tuesday, November 26, 6:30 p.m.
Celebrate fall by creating your own delicious cornucopia out of an ice cream cone and fill it with sweet and salty treats. Recommended for upper elementary, tweens and teens.

Remember Me
Eatontown Branch  Thursday, November 14, 3:30 p.m.
South Creek Branch  Saturday, November 16, 2:30 p.m.
Orlando Public Library  Saturday, November 23, 3:30 p.m.
Gather your friends and family as we explore traditions and a bright-colored world of music through stories and activities all inspired by Disney Pixar’s Coco.

Cuisine Corner Junior: Snacks 2 Go
Herndon Branch  Friday, November 15, 11:30 a.m.
Learn how to mix up a delicious snack for those as we head back to school. Recommended for upper elementary, tween and teens.

History Happenings: Viking Voyages
Southwest Branch  Friday, November 15, 3:30 p.m.
Do you have what it takes to be a Viking? Find out at this fun history-filled program.

The Great Gobble Getaway
Orlando Public Library  Saturday, November 16, 3:30 p.m.
Solve a series of riddles and puzzles to help Theodore Turkleton Esquire escape his culinary fate. Recommended for upper elementary and tweens.
Cookies and Milk with a Cop!
North Orange Branch  Saturday, November 16, 11 a.m.
Meet an Apopka Police Officer, hear them read stories and have cookies and milk with them.

Southwest Homeschool Club, Jr.
Southwest Branch  Monday, November 18, 1 p.m.
Hands-on learning to support your homeschool curriculum in the areas of science, math, history, art and literature. Recommended for lower elementary.

Discovering the Deep Sea
Fairview Shores Branch  Monday, November 18, 4 p.m.
What is all the commotion in the ocean? From strange creatures to underwater mountains, discover amazing facts about the deep sea with activities and crafts.

Maker Monday
Alafaya Branch  Monday, November 18, 4:30 p.m.
Discover the maker in you as we complete challenges, STEM projects and experiments. Recommended for upper elementary, tweens and teens. Registration required.

It Came From an Egg
North Orange Branch  Thursday, November 21, 11 a.m.
Eggs come in all shapes, sizes and colors. From the super small to the brightly spotted, find out what lives and grows inside of eggs.

Read to Sydney
Winter Garden Branch  Thursday, November 21, 11:45 a.m.
Read to Sydney is a local therapy dog organization that encourages children to practice their reading skills with an attentive furry listener. All ages are welcome to join Thom and his dog Toby.

Central Florida Homeschool Board Gamers
Alafaya Branch  Friday, November 22, 12:30–2:30 p.m.
Bring your own games to share or play some of our games. Parents are welcome to play games too and must stay with their kids throughout the event.

Cuisine Corner Junior: Gobble, Gobble, Cakes
Orlando Public Library  Friday, November 22, 3:15 p.m.
Wobble into the season with an interactive food craft under your wing. Space is limited. Registration is required. Recommended for upper elementary, tweens and teens.

17th Century Life in America
Windermere Branch  Friday, November 22, 3:30 p.m.
Travel back in time and find out what life was like for Native Americans and Pilgrims living in the 1600s.

Gingerbread Build-Off
Southeast Branch  Saturday, November 23, 3 p.m.
Grab your gum drops and frosting, because it’s time to construct the gingerbread house of your dreams. Registration recommended. Supplies limited. Recommended for upper elementary and tweens.

History Happenings: Georgian England
Orlando Public Library  Monday, November 25, 3:30 p.m.
Travel back in time to learn about the history and culture of Georgian England.
YS-Contests
Check It Out: Light Up UCF
All Locations, November 1–30
ocls.info/checkitout
Check out five items with your juvenile library card at any Orange County Library System location and receive a coupon for a free skating ticket at Light Up UCF.

YS-Early Learning-Baby
Mother Goose on the Loose
Fairview Shores Branch  
Fridays, November 1, 15 & 22, 10:30 a.m.
Southwest Branch  
Wednesdays, November 6 & 20, 10:30 a.m.
Using rhymes, songs, puppets, musical instruments and more, we will be interacting together to help develop important pre-literacy skills in our littlest ones!

Spice, Spice, Baby!
Herndon Branch  
Monday, November 4, 11 a.m.
South Creek Branch  
Saturday, November 9, 10:30 a.m.
Orlando Public Library  
Monday, November 11, 10 a.m.
Southwest Branch  
Wednesday, November 13, 10:30 a.m.
Mingle with friends, play with your little one and discover a new recipe to spice up your little ones’ puree with fall seasonings.

Sing-A-Long With Friends
Winter Garden Branch  
Tuesdays, November 5–26, 10:15 a.m.
A brief sing-a-long to familiar songs for you and your baby or toddler.

Baby Discovery
Herndon Branch  
Monday, November 11, 11 a.m.
Play with your little one while exploring colors and textures through stories, songs and activities that will enhance their world.

Baby Boogie
Herndon Branch  
Monday, November 18, 11 a.m.
Introduce your baby to music and stimulate cognitive development, language learning and motor coordination.

My Gym Mobile Mommy & Me
Alafaya Branch  
Wednesday, November 20, 10:15 a.m.
My Gym Mobile Mommy & Me is a parent participation class that combines music, movement and basic gymnastic skills. We make fitness FUN!

Baby Games
Herndon Branch  
Monday, November 25, 11 a.m.
Support your baby’s physical, social and emotional learning through play and build thinking, communication and language skills.

Baby Bookworms
Southwest Branch  
Wednesday, November 27, 10:30 a.m.
Introduce your baby to important literacy practices that encourage learning and developmental growth.
YS-Early Learning-Preschool

Global Read Aloud: Little Night
Herndon Branch  Friday, November 1, 10:30 a.m.
Celebrate the night with Yuyi Morales’ Little Night! Enjoy stories and songs in Spanish and English along with a festive craft.

I Know an Old Lady Who Swallowed a Pie
Orlando Public Library  Friday, November 1, 10:30 a.m.
A Thanksgiving spin on a classic story inspires us to learn and play along with I Know an Old Lady Who Swallowed a Pie.

Cuentame un Cuento
Chickasaw Branch  Friday, November 1, 11 a.m.
Enjoy bilingual stories and crafts for children. The library provides an interactive storytime in English and Spanish suitable for speakers of either languages. The whole family is welcome!

Rutti-Tutti-Frutti Fun!
North Orange Branch  Friday, November 1, 11 a.m.
Eatonville Branch  Tuesday, November 12, 10:30 a.m.
West Oaks Branch  Tuesday, November 12, 11 a.m.
Herndon Branch  Thursday, November 14, 10:30 a.m.
Chickasaw Branch  Monday, November 25, 11 a.m.
Have a berry good time celebrating fruits with stories and activities.

Listen, Move & Play Over the Rainbow
Alafaya Branch  Monday, November 4, 10:30 a.m.
Red, Yellow, Blue? Mix it up as we play with all the colors of the rainbow.

Alphabet Adventures
Alafaya Branch  Tuesday, November 5, 10:30 a.m.
Learn the alphabet with exciting stories and fun activities.

Fall Festival
Fairview Shores Branch  Tuesday, November 5, 10:30 a.m.
Alafaya Branch  Wednesday, November 27, 10:30 a.m.
Celebrate fall with stories, games and activities featuring apples, pumpkins and autumn leaves.

Little Chef: Chocolate Apple Turkeys
Windermere Branch  Tuesday, November 5, 10:30 a.m.
Hiawassee Branch  Tuesday, November 12, 6:30 p.m.
South Creek Branch  Wednesday, November 13, 10:30 a.m.
Winter Garden Branch  Thursday, November 14, 10:30 a.m.
Herndon Branch  Thursday, November 21, 10:30 a.m.
West Oaks Branch  Tuesday, November 26, 11 a.m.
Create your very own turkey out of delicious treats! Bring your little one to learn about kitchen safety, spreading, smearing and presentation. Registration required.

Kids Yoga
West Oaks Branch  Tuesday, November 5, 11 a.m.
Yoga helps to develop focus and concentration, practice good posture, clear the mind and strengthen the mind-body connection. Recommended for families.
K Ready!
South Creek Branch    Thursday, November 7–21, 10:30 a.m.
This eight-part series readies preschool children to excel in kindergarten through creative play, cooperative learning and activities that stimulate the imagination.

Gobble, Gobble, Wibble, Wobble
Chickasaw Branch    Monday, November 11, 11 a.m.
Alafaya Branch    Monday, November 18, 10:30 a.m.
West Oaks Branch    Tuesday, November 19, 11 a.m.
South Creek Branch    Wednesday, November 20, 10:30 a.m.
Southwest Branch    Friday, November 22, 10:30 a.m.
Hiawassee Branch    Friday, November 22, 11 a.m.
Windermere Branch    Monday, November 25, 10:30 a.m.
North Orange Branch    Tuesday, November 26, 11 a.m.
Herndon Branch    Wednesday, November 27, 10:30 a.m.

Let the festivities begin! Trot into the library for a turkey extravaganza. We will gobble up stories, and have fun with turkey activities and crafts.

PBS Kids Time!
Alafaya Branch    Tuesday, November 12, 10:30 a.m.
Every month we learn and explore with our favorite PBS characters. Enjoy a story, craft and episode.

Being Thankful
Herndon Branch    Wednesday, November 13, 10:30 a.m.
South Creek Branch    Saturday, November 16, 10:30 a.m.
West Oaks Branch    Sunday, November 17, 3 p.m.
Chickasaw Branch    Wednesday, November 27, 11 a.m.

Learn about Thanksgiving and being thankful through stories, songs and rhymes in English and Spanish.

Shapes That Roll
North Orange Branch    Thursday, November 14, 11 a.m.
Shapes in the sky. Shapes on the ground. Shapes are everywhere, you just have to look around! Have fun with all kinds of shapes.

Little Chef: Banana Cereal Sushi
Orlando Public Library    Friday, November 15, 10:30 a.m.
Roll up a delicious sushi-inspired treat that is perfect for making kids start the day right. Sharpen your little ones chopstick skills while they enjoy their fun breakfast creation.

Storybook STEAM
Southwest Branch    Friday, November 15, 10:30 a.m.
Listen to a story and complete a STEAM challenge. Challenges will invite preschoolers to imagine, plan, create and improve upon a story-related project.

Penguin Party
Chickasaw Branch    Friday, November 15, 11 a.m.
Warm up with stories, math, science activities and a craft featuring icy friends.

My Gym Mobile Fun & Fitness
Alafaya Branch    Wednesday, November 20, 11 a.m.
My Gym Mobile Fun & Fitness is a parent participation class that combines music, movement, games/relays and basic gymnastic skills.
Little Chef: Turkey Popcorn Treat Bags
Herndon Branch Friday, November 22, 10:30 a.m.
Chickasaw Branch Friday, November 22, 11 a.m.
North Orange Branch Monday, November 25, 11 a.m.
South Creek Branch Wednesday, November 27, 10:30 a.m.
Bring your little one for a good time sorting colors and playing with food to make a cute little turkey that is both festive and delicious! Registration required.

Gobble It Up!
Fairview Shores Branch Tuesday, November 26, 10:30 a.m.
Trot into the library to gobble up turkey stories, have fun with turkey activities and more!

YS-Early Learning-Toddler
Storytime Crafts
Winter Garden Branch Fridays, November 1–22, 10:30 a.m.
South Creek Branch Mondays, November 4 & 11, 10:30 a.m.
Chickasaw Branch Tuesdays, November 5–26, 10:35 a.m.–Noon
North Orange Branch Wednesdays, November 6–27, 10:30 a.m.–Noon
Southwest Branch Thursdays, November 7–21, 10:30 a.m.–Noon
Drop-in before or after storytime to create a make-and-take craft. Recommended for toddlers and preschoolers.

C is for Cookie Monster
Hiawassee Branch Friday, November 1, 11 a.m.
Winter Garden Branch Saturday, November 2, 10:30 a.m.
North Orange Branch Monday, November 4, 11 a.m.
Herndon Branch Wednesday, November 6, 10:30 a.m.
Orlando Public Library Wednesday, November 6, 10:30 a.m.
Chickasaw Branch Thursday, November 7, 11 a.m.
Fairview Shores Branch Thursday, November 14, 10:30 a.m.
November 2 is Cookie Monster’s birthday help us celebrate with stories, crafts and a special birthday wish! Recommended for toddlers and preschoolers.

Toddler G.A.M.E.S.
South Creek Branch Fridays, November 1, 15 & 22, 2 p.m.
Growing, Active, Musical, Educational, Silly – join us for a fun interactive event for your little ones.

Thankful Hands
Southwest Branch Monday, November 4, 10:30 a.m.
Hiawassee Branch Tuesday, November 5, 6:30 p.m.
Winter Garden Branch Thursdays, November 7 & 26, 10:30 a.m.
Fairview Shores Branch Tuesday, November 19, 10:30 a.m.
Windermere Branch Tuesday, November 19, 10:30 a.m.
Herndon Branch Wednesday, November 20, 10:30 a.m.
Chickasaw Branch Wednesday, November 20, 11 a.m.
North Orange Branch Friday, November 22, 11 a.m.
Celebrate the fall season with interactive stations and get creative while crafting to share your gratitude. Recommended for toddlers and preschoolers.

Artsy Toddler
Winter Garden Branch Tuesday, November 5, 10:30 a.m.
Chickasaw Branch Wednesday, November 6, 11 a.m.
Paint, paste, glue, stamp and create! Young children will enjoy stories, songs and exploring age-appropriate art experiences.
**Bubble Playtime**

Alafaya Branch  Wednesday, November 6, 10:15 & 10:45 a.m.
Fairview Shores Branch  Thursdays, November 7 & 21, 10:30 a.m.
Winter Garden Branch  Tuesday, November 12, 10:30–11:45 a.m.
Hiawassee Branch  Friday, November 15, 11 a.m.
Southwest Branch  Monday, November 25, 10:30 a.m.

Help your child with their motor-development skills in this interactive bubble class. Recommended for toddlers and preschoolers.

**Literacy & Locomotion**

Eatonville Branch  Wednesday, November 6, 10:30 a.m.
Chickasaw Branch  Thursday, November 14, 11 a.m.

Help your child learn by playing as we weave early literacy practices into fun interactive stories, songs, rhythm and dance. Recommended for toddlers and preschoolers.

**Autumn Apples**

South Creek Branch  Wednesday, November 6, 10:30 a.m.
North Orange Branch  Thursday, November 7, 11 a.m.

An apple a day may keep the doctor away, but apple-themed crafts and activities are just plain fun. Celebrate the season of fall with everything apple. Recommended for toddlers and preschoolers.

**S is for Scarecrow**

Herndon Branch  Thursday, November 7, 10:30 a.m.
Chickasaw Branch  Wednesday, November 13, 11 a.m.
North Orange Branch  Tuesday, November 19, 11 a.m.
Winter Garden Branch  Thursday, November 21, 10:30 a.m.
Alafaya Branch  Monday, November 25, 10:30 a.m.

It’s harvest time! We’ve gathered a bountiful blend of stories, songs and activities to celebrate the season. Recommended for toddlers and preschoolers.

**Veterans Are Our Heroes**

Alafaya Branch  Monday, November 11, 10:30 a.m.

Honor our veterans with stories, crafts and poems.

**Toddler Playground**

Southwest Branch  Monday, November 11, 10:30 a.m.
North Orange Branch  Monday, November 11, 11 a.m.
Chickasaw Branch  Thursday, November 21, 11 a.m.

Toddlers use unstructured play to advance their physical and cognitive development and to have FUN.

**On the Farm With The Little Red Hen**

North Orange Branch  Tuesday, November 12, 11 a.m.

Explore the farm with stories, interactive stations and a craft. Recommended for toddlers and preschoolers.

**Guitar Sing-A-long**

Alafaya Branch  Wednesday, November 13, 10:30 a.m.

A brief sing-a-long with live guitar for you and your toddler.

**Fun With Food**

Orlando Public Library  Wednesday, November 13, 10:30 a.m.

Create, explore and have fun with food! Recommended for toddlers and preschoolers.
A Trip to the Grocery Store  
North Orange Branch | Friday, November 15, 11 a.m.

Grab those shopping lists! It is time to sort, count and experiment with all things food. Recommended for toddlers and preschoolers.

Mickey’s Birthday, Oh Boy!  
Southwest Branch | Monday, November 18, 10:30 a.m.
Windermere Branch | Monday, November 18, 10:30 a.m.
Chickasaw Branch | Monday, November 18, 11 a.m.
North Orange Branch | Monday, November 18, 11 a.m.
Hiawassee Branch | Tuesday, November 19, 6:30 p.m.
Orlando Public Library | Wednesday, November 20, 10:30 a.m.
Herndon Branch | Saturday, November 30, 10:30 a.m.

We’ve got ears, say cheers! Celebrate the birthday of everyone’s favorite mouse, M-I-C-K-E-Y. Recommended for toddlers and preschoolers.

STEAM Playground  
Alafaya Branch | Tuesday, November 19, 10:30 a.m.

Explore basic STEAM concepts through active play. Recommended for toddlers and preschoolers.

Parachute Play  
Winter Garden Branch | Tuesday, November 19, 10:30 a.m.

A special parachute playtime for toddlers. Enjoy rhymes, songs and tons of parachute fun.

Turkey Tracks  
Alafaya Branch | Tuesday, November 26, 10:30 a.m.

Gobble, gobble on over for Thanksgiving-themed stories, crafts and games.

Fall Family Fun  
Sing Along with Yehaa Bob  
Southwest Branch | Friday, November 1, 10:30 a.m.
Windermere Branch | Saturday, November 2, 11 a.m.
Southeast Branch | Saturday, November 9, 3 p.m.

Sing along, clap along and laugh along with one of America’s funniest entertainers, Yehaa Bob! Recommended for preschoolers, lower and upper elementary.

Spin, Pop, BOOM! with Mad Science Live  
South Creek Branch | Saturday, November 2, 10:30 a.m.
West Oaks Branch | Thursday, November 14, 4 p.m.

Foaming cups and steaming chemical reactions will introduce you to a world of exciting chemistry with awesome rainbow reactions, foaming elephants’ toothpaste and even slime!

We C.A.R.E. About Animals  
Fairview Shores Branch | Saturday, November 2, 11 a.m.
Eatonville Branch | Tuesday, November 5, 10:30 a.m.
Southwest Branch | Saturday, November 16, 10:30 a.m.

Discover a world of rescue animals and learn about local wildlife, their habitats and conservation efforts to protect them with educators from The C.A.R.E. Foundation.
New Kids POP presented by Dramatic Education
Chickasaw Branch  Monday, November 4, 11 a.m.
Herndon Branch  Saturday, November 16, 1 p.m.
Perform an original Dramatic Education Musical. Participants will learn choreography to hit POP songs accompanied by a scripted musical that will be performed at the end of the session.

Mark Alan’s Magic Show
North Orange Branch  Tuesday, November 5, 11 a.m.
Hiawassee Branch  Saturday, November 9, 2 p.m.
Watch Mark Alan amaze and amuse with magical fun for kids of all ages. Recommended for lower and upper elementary.

Central Florida Zoo Presents Animals in Action
Alafaya Branch  Saturday, November 9, 12:30 p.m.
Animals move in many ways. Discover all the right moves and get moving during this lively presentation! Recommended for lower and upper elementary.

Outer Space Science with DoDad’s Lab
Winter Garden Branch  Saturday, November 16, 10:30 a.m.
Washington Park Branch  Saturday, November 16, 2:30 p.m.
Travel to space with Professor DoDad and discover the solar system, space travel, gravity, stars and so much more with experiments, original music, learning and laughs.

Central Florida Zoo Presents Creatures of the Night
Orlando Public Library  Friday, November 22, 10:30 a.m.
Discover amazing characteristics and adaptations that have allowed nocturnal animals to be successful in the dark. Recommended for lower and upper elementary.

YS-Teens and Tweens
Afterschool Adventures with Hero Spark
Chickasaw Branch  Mondays–Thursdays, 3:30–5:30 p.m.
Orlando Public Library  Mondays–Thursdays, 3:30–5:30 p.m.
Gaming and homework help collide at the library. Complete your homework with the help of a tutor, and then join your peers for awesome gaming adventures.

Grocery Rush
Herndon Branch  Saturday, November 2, 3:30 p.m.
Chefs, put your speed to the test! Challenge your friends to build a recipe and plate it before time runs out.

Mustache Madness
Orlando Public Library  Tuesday, November 5, 3:15 p.m.
We mustache you to join us for trivia, crafts and games in honor of “No-Shave November.”

Wreck This Art
Washington Park Branch  Wednesday, November 6, 4 p.m.
Fairview Shores Branch  Saturday, November 9, 2 p.m.
Chickasaw Branch  Friday, November 15, 3:30 p.m.
West Oaks Branch  Wednesday, November 20, 4 p.m.
Eatonville Branch  Thursday, November 21, 3:30 p.m.
Herndon Branch  Thursday, November 21, 3:30 p.m.
For anyone who’s ever wished to, but had trouble starting or finishing a drawing or sketch, comes Wreck This Art Challenge.
Start your culinary journey to becoming a “no bake” teen chef. Try out a recipe and snack while we screen a food-lovin’ movie.

**Chocolate Wars**
Orlando Public Library  
**Tuesday, November 12, 3:15 p.m.**
Chocolate fun with relay races, candy sorting and more. Bring your sweet appetite and your friends.

**Kindness Counts**
Eatonville Branch  
**Tuesday, November 12, 3:30 p.m.**
Herndon Branch  
**Tuesday, November 19, 4:30 p.m.**
Washington Park Branch  
**Wednesday, November 20, 4 p.m.**
What are you thankful for this year? Find out how random acts of kindness can make a difference as we show our appreciation and pay it forward.

**Animanga Hero Club**
Alafaya Branch  
**Thursday, November 21, 6:30–8 p.m.**
Be a hero with games, trivia, crafts, prizes and of course discussion of your favorite anime and manga.

**The Art of Brush Lettering – Time Out for Teens**
Southwest Branch  
**Monday, November 25, 3 p.m.**
Practice basic strokes and gain a new love for the art of calligraphy.
Orange County Library System
Board of Trustees Meeting
November 14, 2019

Public Comment:
Non-Agenda Items