

GREENAVATIONS POWER, INC.

"Physics to Finance"

CONSULTING SERVICES AGREEMENT

BETWEEN

OWNER: CLAY COUNTY SCHOOL BOARD

AND

CONSULTANT: ROBERT E. GREEN

GREENAVATIONS POWER, LLC

PROJECT:

Solar Potential Analysis and Design Study

CONSULTING SERVICES AGREEMENT

PROJECT NAME, ADDRESS AND DESCRIPTION: GREEN COVE SPRINGS, FL - SOLAR POTENTIAL ANALYSIS

THIS CONSULTING SERVICES AGREEMENT (this "Agreement") made this 18 day of AUGUST between Clay County School Board, with an address at 900 Walnut Street, Green Cove Springs, FL 32043, ("Owner") and ROBERT E. GREEN, GREENAVATIONS POWER, LLC, with an address of 3330 Cumberland Boulevard, Suite 600, Atlanta, GA 30339 Attn, Erin Lewis ("Consultant"), each a "Party" and collectively the "Parties."

WHEREAS; The Clay County School Board desires to have solar analysis and estimates done on several schools to discern the financial and physical advisability of proceeding with the purchase of photovoltaic arrays for 2 separate school sites. Robert E. Green, Consultant agrees to provide these services under the following terms:

1. AMOUNT OF STATED COST LIMITATION: \$ 14,900.00
2. NAME OF OWNER'S AUTHORIZED AGENTS JOHN MERRILL
3. FEES: BRUCE HARVIN
 - a. Financial Analytics and Solar Potential Calculations: \$ 7,450.00 2 - Schools
 - b. Preliminary Design and Construction Estimate Fees: \$ 7,450.00 2 - Schools
 - c. Additional Services Fees: (See Exhibit A)
 - d. Additional Services Hourly Rates. (See Exhibit B)
4. SITE VISITS. The total number of Site Visits by Consultant during the Contract included in the fee for Basic Services shall be Three Site Visits. Additional Site Visits shall be performed in accordance with Exhibit A.
5. DOCUMENTS TO BE DELIVERED. When the Analysis and Preliminary Designs are completed Consultant shall furnish two (2) Solar Potential Analysis and Preliminary Design packages, 1 per school, with probable Cost to Construct to Owner. An example is provided.
6. SCHEDULE. Consultant shall provide the Consulting services required by this Agreement in conformance with the Solar Potential Analysis and Preliminary Design. Consultant agrees to complete the Construction Documents no later than 45 days following Contract Approval.
7. REPRESENTATIONS. Consultant represents the following:
 - a. It is an organization of Consultants experienced in the type of services Owner is engaging Consultant to perform;
 - b. It is qualified, willing, and able to perform Consulting services for the Project; and

c. It has the expertise and ability to provide information will meet Owner's objectives and requirements.

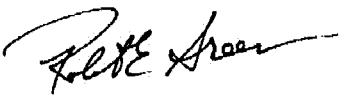
8. OWNER'S SCOPE OF WORK. Owner shall supply 1 to 2 years of electric bills, preferably copies of utility company's actual bills, access to premises and at least three hours of time for interviews.

9. ENTIRE AGREEMENT. Greenavations' Exhibits A and B along with Clay County's Addendum A, (Indemnification Agreement) are incorporated into and made a part of this Agreement by reference. This Agreement may be amended only by written instrument signed by both Owner and Consultant.

10. INSURANCE. Consultant shall supply necessary insurance to cover all services to include Professional Liability.

IN WITNESS WHEREOF the Parties hereto, by their duly authorized representatives, have executed this Agreement the day and year first written below.

GREENAVATIONS POWER, LLC

By: 
Robert E. Green, President _____

Date: August 1, 2016

FL Certified General Contractor CGC054485

OWNER:

By: _____

Date: _____

EXHIBIT A – LIST AND DESCRIPTION OF ADDITIONAL SERVICES

Additional Services shall be provided only upon prior written authorization by Owner and shall be paid for by the Owner as provided and as set forth below in this Exhibit. The descriptions or scope of work of the Additional Services included in this Agreement at the date of contract execution are included as set forth below in this Exhibit A. Additional Services added after the date of contract execution, if any, shall be added by amendment to this Agreement.

Note 1: An Additional Service may include services in both the Solar Potential Analysis and the Preliminary Design and Estimating Phase and shall be paid at either a fixed price lump sum fee plus allowable reimbursable expenses, or at the Scheduled Hourly Rates in Exhibit B. An Example would be to expand the Analysis and Preliminary Design and Estimating to additional sites.

EXHIBIT B – SCHEDULE OF HOURLY RATES

The hourly rates to be included in the invoices of Consultant shall be as follows:

Solar Design & Electrical Engineering:

Below are our standard rates for Consulting services beginning January 1, 2016 through December 31, 2016 for projects not awarded as lump sum. There are no technology or administrative add-on charges. Technology and administrative expenses if applicable are negotiable. Time is expensed to the nearest half hour. Mileage is charged at the IRS standard mileage rates consistent with the date actual charges were incurred. Beginning 1/1/2016, that rate is 54 cents per mile, and is subject to change.

Classification	Qualifications	Rate per hour
Analyst	4+ years solar potential analysis experience	\$ 150.00
Principal Engineer	PE licensed and 12+ yrs experience with 4-yr engineering degree	\$ 125.00
Sr. Engineer	PE licensed or 8+ yrs experience with 4-yr engineering degree	\$ 110.00
Designer I	4+ yrs experience with 2 or 4-yr engineering technology degree	\$ 70.00
Drafter I	4+ yrs experience	\$ 60.00

Charges are incurred over monthly billing cycles. ~~Payment is to be received within 30 days of receipt of invoice.~~ This rate sheet is used solely for the recipient and is to be kept confidential.

INVOICING AND PAYMENT: Contractor shall be paid in accordance with the Local Government Prompt Payment Act upon submission of invoices to the School Board at the prices stipulated on the contract at the time the order is placed, less deductions if any, after delivery and acceptance of goods in accordance with the Local Government Prompt Payment Act. An original invoice referencing a School Board purchase order number shall be submitted for payment. Failure to follow these instructions may result in delay in processing invoices for payment.

ADDENDUM A

Notwithstanding any contrary contractual language, nothing in any agreement shall be construed or interpreted to increase the scope or dollar limit of the School's or School Board's liability beyond that which is set forth in 768.28 Fla. Stat. , or to otherwise waive School's or School Board's sovereign immunity, or to require School or School Board to indemnify the vendor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of School or School Board or its agents or employees. Vendor shall, in addition to any other statutory or common law obligation to indemnify the School Board of Clay County, Florida, indemnify, defend and hold harmless the School Board of Clay County, Florida, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs, brought against the School Board of Clay County, Florida, and/or its agents, officers, elected officials, employees and assigns, by any individual, corporation, consortium or any other legal person or entity, arising out of or caused by acts or omissions, negligence, recklessness, intentional wrongful misconduct, violations of laws, statutes, ordinances, government administration orders, rules or regulations of the contractor, contractor's employees, officers, agents, subcontractors, sub-subcontractors, material man or agents of any tier or their respective employees. This indemnification clause shall not be construed to require any indemnitor to indemnify the School Board of Clay County, Florida, for any negligence on the part of the School Board of Clay County, Florida, its agents or employees.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefits acts or any statutory bar.

This indemnification/hold harmless provision shall survive the termination of any contract with the School Board of Clay County, Florida.


The venue for litigation of disputes shall only be in the State of Florida and venue shall be in state courts located in Clay County, Florida.

Employees of Vendor shall, at their own expense, submit to and pass a fingerprint based background check as required by F.S. 1012.465 prior to having any direct contact with students in furtherance of this agreement or entering upon school grounds when students are present. In the alternative, School may, in accordance with F.S.1012.468, exempt Vendors employees from this requirement only if Vendors employees are, at all times, under the direct line of sight supervision of a School employee who has submitted to and passed a level 2 background check. Vendor may satisfy the requirement for a background check by supplying School proof that Vendor employees have passed such a screening for another school district and that said background check is still valid.

Charter Bus Companies shall only provide drivers who have completed the above process. Charter Bus Companies shall provide drivers names to school at least two (2) working days prior to scheduled date of service for verification that the driver has passed a fingerprint background check and is on the School Board's approved listing.

Vendor must provide a Certificate of Insurance. Certificate of Insurance must have an A- or better rating and carry General Liability and Workers' Compensation. Certificate of Insurance must make the School Board of Clay County an additionally insured as well as the Certificate Holder.

In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and any resulting contract shall terminate on the last day of the current fiscal period without penalty or expense to the School Board.



Authorized Signature

8/11/2016
Date