

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 240003
Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED
 Must Have Board Approval over \$100,000.00

Date Submitted: ~~7/19/2023~~ 8/2/2023

Name of Contract Initiator: Dr. Michael Kemp Telephone #: 66824

School/Dept Submitting Contract: Operations Cost Center # 9023

Vendor Name: LS3P Associates LTD.

Contract Title: County-Wide Architectural Services Contract

Contract Type: New Renewal Amendment Extension Previous Year Contract #

Contract Term: 1 year Renewal Option(s): 2 additional 1 year terms

Contract Cost:

BUDGETED FUNDS -- SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

Funding Source: Budget Line # _____
Funding Source: Budget Line # _____

NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS -- SEND CONTRACT PACKAGE DIRECTLY TO SBAO

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

____ Completed Contract Review Form

____ SBAO Template Contract or other Contract (NOT SIGNED by District / School)

____ SIGNED Addendum A (if not an SBAO Template Contract)*
**This Statement MUST BE included in the body of the Contract:
"The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."*

____ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.
General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.
Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).
Workers' Compensation = \$100,000 Minimum
[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].

____ State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocexempt/>) (If Applicable)

____ COVID-19 Waiver (If Applicable)

____ Release and Hold Harmless (If Applicable)

RECEIVED
AUG - 2 2023
PURCHASING

RECEIVED
8/7/2023
SBAO

**** AREA BELOW FOR DISTRICT PERSONNEL ONLY ****

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department <u>BFS</u> Review Date <u>8/3/23</u>	Need to amend the original County-Wide Architectural Services with Ebert Norman Brady Architects. They have merged with another firm, LS3P Associates, LTD.
School Board Attorney <u>AB</u> Review Date <u>8/18/23</u>	
Other Dept. as Necessary	
Review Date	

PENDING STATUS: YES NO IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR

FINAL STATUS: APPROVED [Signature] DATE: 8-21-23

ACKNOWLEDGEMENT AND CONSENT TO ASSIGNMENT

THIS ACKNOWLEDGEMENT AND CONSENT TO ASSIGNMENT ("Consent") is effective as of April 1, 2023 by and between the School Board of Clay County, Florida ("Client") and LS3P ASSOCIATES LTD. authorized to conduct business in Florida as LS3P ASSOCIATES LTD. CORPORATION (successor by merger to Ebert Norman Brady Architects PA) ("LS3P");

WHEREAS, the firm formerly known as Ebert Norman Brady Architects PA ("ENB") and Client entered into the Design Services Agreements for the following projects (attached):

County-Wide Architectural Services, SDCC Project Number: C-33-22/23, dated April 6, 2023, LS3P Proj. No.: 0201-231375; Exhibit A
Purchase Order No.: P2110609, dated June 8, 2021; Exhibit B
Purchase Order No.: P2110609, Revision 01, dated November 9, 2022; Exhibit C
Purchase Order No.: P2110609, Revision 02, dated February 14, 2023; Exhibit D

including all Task Orders, Change Orders, addenda, amendments, General Terms and Conditions of Agreement, and extensions thereto ("Design Agreements");

WHEREAS, LS3P and ENB entered into a Merger Agreement, closing effective as of April 1, 2023 ("Merger Agreement"), by which ENB merged into LS3P with LS3P as the survivor of the merger;

WHEREAS, pursuant to the Merger Agreement, ENB assigned the Design Agreements to LS3P;

WHEREAS, LS3P desires that Client consent to the assignment of the Design Agreements to LS3P in accordance with the terms and conditions herein set forth **and pursuant to the Design Agreements** and ratify the substitution of LS3P in place of ENB as the ARCHITECT/ENGINEER pursuant to the Merger Agreement;

NOW THEREFORE, for **and in consideration of the payment of TEN and NO/100 DOLLARS (\$10.00) by LS3P to the Client, and for other** good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Client hereby acknowledges its consent to the assignment of the Design Agreements from ENB to LS3P in connection with the Merger Agreement; and
2. Client hereby acknowledges that it shall immediately honor LS3P's rights under the Design Agreements; and
3. Client acknowledges that LS3P neither has assumed, nor shall assume, any liabilities or contractual obligations of any nature whatsoever pursuant to the granting or acceptance of the assignment of the Design Agreements accruing prior to the date of such assignment.

CLIENT

By: _____

Printed Name: _____

Its: _____

Date: _____

LS3P ASSOCIATES LTD. authorized to conduct business in Florida as
LS3P ASSOCIATES LTD. CORPORATION (successor by merger to Ebert Norman Brady Architects PA)

By: John T Norman

Digitally signed by John T Norman
DN: cn=John T Norman
o=C=US, ou=AD41C00000182261CE260000AA5Z,
c=E-BERT NORMAN BRADY ARCHITECTS, C=US
Date: 2023.08.22 09:49:44-0400

Printed Name: John T. Norman, II

Its: Vice President

FL License No. AR0014604

Neil Alexander Dawson

FL License No. AR0017014

Date: August 22, 2023