

Vision:
100% Student Success

301 Fourth Street SW
Largo, FL 33770

Mission:
***"Educate and prepare each
student for college, career and
life."***

<https://www.pcsb.org>

(Public Comments will begin 30 minutes before the beginning of each regular Board Meeting.)

Agenda

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II. Invocation

1. Pastor Jim Rapp, Church of the Isles, 200 24th Ave, Indian Rocks Beach, FL

III. Pledge of Allegiance

A. National Anthem

***B. Video: Equal Parts Nutritious and Delicious: PCS Food Service
Professionals Aim to Please***

IV. Introduction of Professional and Community Organization Reps

A. Melanie Marquez Parra, Public Information Officer

V. Presentation by Student Rights and Responsibilities

A. East Lake High School

VI. Public Comments on Agenda Items

VII. Adoption of Agenda

VIII. Special Order Agenda

1. Recognition of American School Counselor Association, Semi-Finalist for National Counselor of the Year, Pinellas County School Counselors of the Year, and Recognition of National School Counseling Week, February 4-8, 2013. Presented by Andrew Weatherill, K-12 Guidance Services Specialist and Ladawn Bell, President, Pinellas Professional School Counselor Association

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- Non-consent - Policy 0151 Organizational Meeting (1st read) (PDF)

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- A. *Items Introduced by Superintendent***
- B. *Items Introduced by School Board Attorney***
- C. *Items Introduced by the Board***
- D. *Review of Board Requests***
- E. *School Board Meeting Evaluation***

XIII. Adjournment

- 1. *The above listed recommendations to the School Board of Pinellas County are submitted for consideration and approval at the meeting of January 29, 2013. _____ Superintendent of Schools***

2. Public Participation**Public Comments/Meeting Procedures**

The Board welcomes public comment. For those who wish to speak to the Board, please note the following:

You are given three separate opportunities to speak. The first is during "Public Comment" on a topic not included in the agenda but pertaining to the general business of the district. The second is on one or more agenda items, and this opportunity occurs prior to the adoption of the agenda by the Board. The third is at public hearings, such as budget hearings, and second readings on Board policy, when you are able to speak to the Board before it takes action.

In each case, (1) you must register to speak with the superintendent's designee at the entrance to the meeting room as described below; (2) you will be called in the order you registered with the superintendent's designee or as announced by the chairperson; (3) you will be allotted three (3) minutes, which may only be extended with the approval of the chairperson; and (4) you may not yield your time to any other person. To avoid repetition, speakers supporting or opposing the same issue are encouraged to designate a spokesperson and have the spokesperson request that members of the audience supporting the position stand during the presentation.

If you wish to speak to agenda items, you must register prior to the time the last speaker on agenda items concludes his or her comments. If you wish to speak during the Public Comment period, you must register prior to the time the last speaker during that period concludes his or her comments. If you wish to speak during a Public Hearing, you must register prior to the time the last speaker during the Public Hearing concludes his or her comments.

The following additional procedures apply depending upon the specific speaking opportunity:

1. Public Comment. Thirty (30) minutes will be set aside immediately preceding each regular meeting for presentations from the audience on matters not covered by items on the agenda (excluding employee discipline), but which pertain to the general business or operation of the Board or District. The Board will not act on or respond to any matter you may raise during your presentation, except to correct inaccuracies. If the number of speakers who sign up cannot be accommodated during the thirty (30) minute period, the remaining speakers will be given an opportunity to speak after the adjournment of the meeting. In addition, other speakers may sign up to speak before adjournment of the regular meeting or until the last registered speaker has finished, whichever is later.
2. Numbered Agenda Items. Time will be set aside immediately preceding adoption of the agenda during each regular meeting for you to address numbered agenda items. You may address as many agenda items as you wish during your three (3) minute period, other than items pertaining to employee discipline.
3. Public Hearings. Time will be set aside at each public hearing for you to speak on the agenda item. You must confine your comments to the agenda item.

Regulation of Disruptive Speech

Board meetings are a limited open forum for First Amendment purposes, and your exercise of your First Amendment right of free speech in that context will be recognized and protected, subject to reasonable restrictions as to time, place, and manner. Applause is permitted only when awards are granted.

To ensure the expeditious and orderly process of Board meetings, the Chairperson may:

1. Interrupt or terminate a speaker when his/her statement is not relevant, exceeds the time allotted, or is abusive, threatening, defamatory, obscene, profane, loud, interruptive, or otherwise of a disruptive or disorderly nature; and
2. Order the removal of any person interfering with the expeditious or orderly process of the meeting, provided the Chairperson has first issued a warning that continued interference with the orderly processes of the meeting will result in removal.

Nothing herein is intended, nor shall anything be construed, to limit or restrain negative, positive, or neutral comments about the manner in which Board employees, agents, the Superintendent, and Board members carry out their duties in public employment or office.

Recording of Board Meetings

Recordings are permitted under the following conditions:

1. No obstructions are created between the Board and the audience.
2. No interviews are conducted in the meeting room while the Board is in session.
3. No commentary, adjustment of equipment, or positioning of operators is made that would distract either the Board or members of the audience while the Board is in session.

Revised 9/27/12

SCHEDULED

RECOGNITION (ID # 3815)

January 29, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, Ed.D, SUPERINTENDENT

SUBJECT: Recognition of American School Counselor Association, Semi-Finalist for National Counselor of the Year, Pinellas County School Counselors of the Year, and Recognition of National School Counseling Week, February 4-8, 2013. Presented by Andrew Weatherill, K-12 Guidance Services Specialist and Ladawn Bell, President, Pinellas Professional School Counselor Association

The Pinellas Professional School Counselors' Association recognizes:

Dr. Cody Clark as semi-finalist for American School Counselor Association, School Counselor of the Year for 2012; Dr. Clark has had a long standing career of over 23 years with the renowned Pinellas County Center for the Arts at Gibbs High School. He is the program counselor of visual and performing arts. Educated in Georgia, he completed his Bachelor's degree (1980) in vocal music and psychology at LaGrange College in LaGrange, Georgia. He completed both his Master's degree (1986) and his Specialist degree (1996) in counseling education at the University of South Florida in Tampa. In 2003, he finished his Doctoral degree in children, youth & family counseling psychology at Nova Southeastern University in Ft. Lauderdale, Florida. He specialized in African American youth in the visual and performing arts.

Katherine Santiago as Pinellas County High School Counselor of the Year for 2012. Kathy has been a school counselor for close to 10 years. Students are always first and foremost in her decisions; she will guide them educationally and with their personal problems. She serves currently as the department chair of Guidance at Countryside High school and was nominated by her fellow counselors, teachers, and administrators alike to be recognized for her hard work and dedication to her students.

Lynn Jennings as Pinellas County Elementary School Counselor of the Year for 2012. Lynn has been a school counselor for almost 20 years. Ms. Jennings has been instrumental in her school's success through creating programs like Bauder Buddies. Bauder Buddies has been very successful increasing student academic engagement, decreasing absences, and improving classroom behavior. Lynn also serves as treasurer for the Pinellas Professional School Counselor Association and is very active on the School Counselor Leadership team.

National School Counseling Week, sponsored by the American School Counselor Association (ASCA), will be celebrated from February 4-8, 2013, to focus public attention on the unique contribution of professional school counselors within U.S. school systems. National School Counseling Week highlights the tremendous impact that counselors have in helping students achieve school success and plan for a career.

SUBMITTED BY:

William Lawrence, Associate Superintendent, Teaching and Learning Services

ATTACHMENTS:

- Proclamation - National School Counseling Week (PDF)

Proclamation National School Counseling Week

WHEREAS, school counselors are employed in public and private schools to help students reach their full potential; and

WHEREAS, school counselors are actively committed to helping students explore their abilities, strengths, interests, and talents as these traits relate to career awareness and development; and

WHEREAS, school counselors help parents focus on ways to further the educational, personal and social growth of their children; and

WHEREAS, school counselors work with teachers and other educators to help students explore their potential and set realistic goals for themselves; and

WHEREAS, school counselors seek to identify and utilize community resources that can enhance and complement comprehensive school counseling programs and help students become productive members of society; and

WHEREAS, comprehensive developmental school counseling programs are considered an integral part of the educational process that enables all students to achieve success in school;

Therefore, we, The School Board of Pinellas County do hereby proclaim February 4-8, 2013, as National School Counseling Week.

SCHEDULED

PRESENTATION (ID # 3817)

DATE: January 29, 2013

TO: THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, SUPERINTENDENT OF SCHOOLS

SUBJECT: Presentation by High School Anytown Students Thanking the School Board for Their Support, Presented by Linda Whitley, Content Specialist, K-12 Social Studies, and Stacie Blake, Executive Director of Community Tampa Bay

Three high school Anytowners would like to thank the School Board and staff for supporting their participation at Anytown and introduce the new School Board members to the history of the partnership with Community Tampa Bay.

The students will share their Anytown experiences and describe how the program changed their lives, equipping them with the knowledge, skills and opportunities to become role models, leaders and advocates for inclusion in their schools, neighborhoods and communities. They will explain how the partnership with Community Tampa Bay aligns to the district's vision, mission, core values and strategic directions.

- **ANYTOWN™**
Community Tampa Bay's 2012 year-long ANYTOWN™ Program includes a minimum of fifty high school students from Pinellas County Schools. Students are trained to conduct dialogues on critical social issues in their schools and to engage in school and community service activities.
- **District-wide Conferences**
Community Tampa Bay facilitates (4) four countywide day-long Conferences for Middle and High Schools.
- **Direct School Support and Youth Leadership Conferences**
Community Tampa Bay develops and delivers programming to promote safe and respectful learning environments for Meadowlawn and Azalea Middle Schools.
- **PMAC Liaison Training**
Community Tampa Bay representatives attend and provide support for the Principals Multicultural Advisory Committee (PMAC) Liaisons professional development.
- **Conflict Mediation**
Community Tampa Bay will provide conflict mediation services for issues that may arise at school sites and that lie within the scope of the mission of CTB.

SUBMITTED BY:

William Lawrence, Associate Superintendent, Teaching and Learning Services

01/29/13 05:30 PM

Regular School Board Meeting301 Fourth Street SW
Largo, FL 33770**Pinellas County
Schools****SCHEDULED****PRESENTATION (ID # 3813)**

January 29, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, Ed.D., SUPERINTENDENT

SUBJECT: Presentation by the Pinellas Education Foundation, Presented by
Mr. Terry Boehm, President

Each year the Pinellas Education Foundation, through its generous sponsors, offers thousands of dollars' worth of classroom enhancement programs. These rewarding programs provide teachers additional resources to make learning exciting for our children.

This evening the Pinellas Education Foundation's members and the Pinellas County School Board members are pleased to recognize the really great teachers who take their classroom lessons and, with a little help from the Foundation, bring them to life for their students.

The following are the recipients of the 2012-2013 Teach for Excellence Enhancement Program:

School	Name
Academie Da Vinci	Vicki D. Poppell
Anona Elementary	Sheila F. Baker
	Kris Devlin
	Kyle Halkett
	Mary Bellack
	Laurel Hall-Peters
	Stephanie Wager
	Kristen Ledbetter
	Kathryn Adikes
Bay Point Middle	Bennie R. Smith
	Esviclora Blasingane
	Paul Douglas
Calvin Hunsinger	Marilyn Harris
	Liza L. Johnson
	Christine Ehlers
Campbell Park Elementary	Stefanie Frump
Dixie Hollins High	Jeannie G. Wallace
	Lalita S. Mehlenbacher
	Bruce Myers
Dunedin HS	Michelle L. Kelley
	Marc Allison
	Bernadine Valentine

Forest Lakes Elementary	Karen L. Gums
	Genie Merrer
	Ellen E. Lattanzio
	Rachel M. Pages
	Amanda Jackson
	Kim Kennelly
	Susan Kypriotakis
	Pauline Bitetzakis
	Pat Finke
	Michelle Scalise
	Janet Sontheimer
	Kay Durrance-D'Azzo
	Lorraine Yaslowitz
	Jennifer A. Kennedy
	Kelly Rexford
	Suzanne Bradford
	Stacey Rutledge
	Wendy Smith
Garrison – Jones Elementary	Sandra C. Schmitt
High Point ES	Victoria S. Hagedorn
	Kathleen Ford
Hospital Homebound	Phyllis Sciara
	Marti McCann
	Ed Galmish
	Patrice Mykytka
Lakewood High	Jason J. Ness
Largo Middle	Katherine Hawley
	Melissa Colgan
	Leslie J. Pohley
Leila Davis ES	Allison M. Chester
New Heights Elementary	Jennifer H. Perez
Nina Harris Exceptional	Stephanie S. Porch
Oldsmar Elementary	Sharon A. Miller
	Kathy Dupris
	Nicole Schellhammer
Osceola Middle	Krista A. Wilson
Perkins Elementary	Anne M. Weller
	Jean Wark

	Landis Braddock
	Kristi Shultz
Pinellas Park High	Dale F. Konig
Ridgecrest Elementary	Sharon F. Gage
	Karen Bixler
	Dorothea Anderson
	Liz Auderer
	Heather Willard
James B. Sanderlin Pre K 8	Eleonora I. Branson
Seventy-Fourth St. ES	Elaine G. Harris
Seminole HS	Samantha A. Ring
Sexton Elementary	Roseann V. Sacino
	Betsy Courtenay
	Suzanne Craig
	Donna Fannin
	Carolien Goossens
	Suzanne Lak
Woodlawn Elementary	Arcilous Mincey

The following are the recipients of the 2012-2013 Achieva Credit Union Grant:

School	Name
Bardmoor Elementary	Melissa Donley
Calvin Hunsinger	Deborah Corrado
Coachman Transition North	Deborah Vest
Countryside High School	Daniel Smith
Curtis Fundamental ES	Cathy Fuhs
Dixie Hollins Adult Ed	Karen G. Bell
Dunedin Highland MS	Michael Skinner
Fuguitt ES	Amy Coury
Gibbs HS	Betty Scott
Douglas Jamerson ES	Pam Ziesmann
Highland Lakes ES	Jennifer Leggio
Lake St. George ES	Jennifer Bradley
Lakewood HS	Emily Thompson
Largo MS	Katherine Hawley
	Melissa Colgan
Nina Harris ESE	Jacquie Grimes

Orange Grove ES	Kim Lopez
Osceola Fund HS	Tracey Raecek
Perkins ES	Del Brenn
Pinellas Park HS	Cynthia Freed
	Virgina Brengle
Pinellas Park MS	Rebecca Buidens
Safety Harbor MS	Maria Audura Little
74 th St. ES	Barbara Killinger
Tarpon Springs HS	Amanda Gagliardo

The following are the recipients of the 2012-2013 WorkNet Career Grant:

School	Name
Bay Point MS	Bennie R. Smith
Countryside HS	Daniel C. Smith
Lakewood HS	Jason Ness
Pinellas Park MS	Colleen Quinn
Woodlawn ES	Monica Taylor

The following are the recipients of the 2012-2013 Progress Energy Grant:

School	Name
EWS Eckerd Youth Challenge Program	Mindy Shaw
Forest Lakes ES	Janet M. Acerra
Lakewood HS	Jason Ness
Largo MS	Leslie Pohley
Leila Davis ES	Catherine Brkljacic
Northeast HS	Elizabeth Royak
Orange Grove ES	Allison Swift
Osceola MS	Krista Wilson
Safety Harbor MS	Chris Bobrovetski
	Jeanne Gagliardo
	Nichole E. Karbon
	Matthew Miller
Seminole Vocational ED	Anthony Woodworth

Pinellas Education Foundation Grants Committee Members

Michelle Alfred
Bernie Craig
Karen Seel
Kim Swartzel
Nancy Wacławek
Steven Shepard
Susan Juhl
Terry Boehm

Pinellas Education Foundation Staff

Terry Boehm
Donna Burns
Tamra Eitel

SCHEDULED

RECOGNITION (ID # 3818)

January 29, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, Ed. D., SUPERINTENDENT

SUBJECT: Recognition of the Healthy Schools Program Award Recipients Presented by
Peggy Johns, Pre K-12 Health Education

The Alliance for a Healthier Generation works to address one of the nation's leading public health threats – childhood obesity. The goal of the Alliance is to reduce the prevalence of childhood obesity by 2015 and to empower students nationwide to make healthy lifestyle choices. Founded in 2005 by the American Heart Association and William J. Clinton Foundation.

Schools are powerful places to shape the health, education and well-being of our children. Healthy students are better able to concentrate on their work, attend school on a regular basis and perform better in class. That is why the Alliance's Healthy Schools Program supports more than 15,000 schools across the U.S. in their efforts to create environments where physical activity and healthy eating are accessible and encouraged. The Healthy Schools Program National Recognition Award is an honor that showcases and acknowledges schools that have implemented significant changes for students to learn and staff to work in healthier environments. To earn this award, schools must meet the best practice criteria established by the Healthy Schools Program Expert Panel in all seven component areas.

At the Seventh Healthy Schools Program Forum, President Bill Clinton honored schools from across the nation that are transforming into healthier schools. Five of those 251 healthy award winning schools were from Pinellas County.

Megan Diehl, Healthy Schools Program Manager, Florida, [Alliance for a Healthier Generation](#) will introduce representatives from these five outstanding schools.

Bronze Level Award Schools

Bay Point Middle School
Jason J. Shedrick, Principal
Cassandra Salyers, Physical Education Teacher

Belcher Elementary School
Lisa Roth, Principal
Heidi Baird, Teacher

North Shore Elementary School
Juanita Deason, Principal
Angela Warner, Guidance Counselor

Silver Level Award Schools

Highland Lakes Elementary School
Tijuana Baker, Principal

Recognition (ID # 3818)

Meeting of January 29, 2013

Judy Fay, Physical Education Teacher
Skycrest Elementary School
Angelean Bing, Principal
Jennifer Hopkins-Flory, Guidance Counselor

SUBMITTED BY:

William Lawrence, Associate Superintendent, Teaching and Learning

SCHEDULED

REQUEST FOR APPROVAL (ID # 3803)

January 29, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, Ed.D., SUPERINTENDENT

SUBJECT: Presentation of Progress Energy Rebate of \$55,780.93 by Michael Bessette, Associate Superintendent, Operational Services

BACKGROUND:

Pinellas County Schools invested in modern energy efficient lighting at facilities over the last several years. The technology installed included high efficiency fluorescent lamps and ballasts as well as occupancy sensors to reduce use of energy and to greatly improve lighting quality in the schools.

Progress Energy, the local electric utility, pays rebates to their customers when they install energy-efficient appliances, lighting, air conditioning, windows, etc. These rebates incentivize customers to improve the efficiency of their homes and businesses. More importantly, by improving energy efficiency, home owners and businesses realize lower energy bills. Also, environmental benefits are realized when less energy must be generated.

The rebate for energy efficient lighting technology at Pinellas County School facilities total \$55,780.93. This will bring the total rebates earned over the last three years to \$316,106.11.

STRATEGIC DIRECTION: Managing Productive Systems

DATA SOURCE:

Michele Cavallo, Progress Energy

SUBMITTED BY:

Michael Bessette, Associate Superintendent, Operational Services

01/29/13 05:30 PM

Regular School Board Meeting301 Fourth Street SW
Largo, FL 33770**SCHEDULED****REQUEST FOR APPROVAL (ID # 3819)**

January 29, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, Ed. D., SUPERINTENDENT

SUBJECT: Public Hearing to Consider the Amendment to Policy 8600.02 – REQUIREMENTS FOR SCHOOL BUS DRIVERS (This is the second reading)

BACKGROUND:

Pursuant to Chapter 120, Florida Statutes, an amendment to policy (rule) is being proposed regarding Policy 8600.02 — REQUIREMENTS FOR SCHOOL BUS DRIVERS. No economic impact is expected.

This is the second reading of the proposed amendment to policy. No changes were made since the first reading.

Proposed changes include classifications for non-preventable accidents/crashes where no Safe Driver Points are assessed, violations/citations where fault is determined and Safe Driver Points received; and camera determined red light violations.

Included as part of this agenda item are the proposed policy amendments which include portions of the policy that are being amended. Words ~~struck through~~ are deletions; words underlined are additions.

STRATEGIC DIRECTION: Managing Productive Systems

ALTERNATIVES:

1. Adopt the proposed amendment to policy
2. Modify and adopt the amendment to policy.
3. Do not adopt the proposed amendment to policy.

RECOMMENDATION:

Alternative 1 is recommended.

RATIONALE:

Proposed changes to the policy comprising the requirements for bus drivers to include classifications for non-preventable accidents/crashes where no Safe Driver Points are assessed, violations/citations where fault is determined and Safe Driver Points received; and camera determined red light violations.

IMPACT STATEMENT:

Impact as to the District: If Alternative 1 is adopted, no economic impact is expected. Impact to the Public: If Alternative 1 is adopted, the School Board determines that a formal economic impact statement is not required pursuant to Section 120.54(2)(b) Florida Statutes.

DATA SOURCES:

David Koperski, School Board Attorney - reviewed as to form and legality
Rick McBride, Director, Transportation
Mary Beth Corace, Ph.D., Director, Strategic Planning and Policy

SUBMITTED BY:

Bill Lawrence, Associate Superintendent, Teaching and Learning

ATTACHMENTS:

- Unfinished Business - Policy 8600.02 Requirements for School Bus Drivers (2nd read) (PDF)

8600.02 - REQUIREMENTS FOR SCHOOL BUS DRIVERS

(3) SCHOOL BUS DRIVER HANDBOOK: Each bus driver shall adhere to the rules and procedures described in the School Bus Driver Handbook, adopted April 26, 2011 and amended October 23, 2012 and [Date TBD], which is incorporated herein by reference. The handbook establishes additional guidelines to implement the statutes, regulations, and policies pertaining to the transportation of students.

F.S. 1012.45, 1006.22

6A-3.0141, 6A-3.0151, 6A-3.0171

49 C.F.R. Sections 391.41 and 391.43

Adopted 4/26/11; Revised 10/23/12, 1/13

Page 43 of the School Bus Driver Handbook

Incident Reporting Procedure

While it is absolutely essential that all damage to a bus be reported, there are some very minor incidents that do not warrant the attention of the Accident Review Committee or the awarding of points unless, of course, an individual demonstrates a continuing problem with such incidents. Therefore, incidents that meet all of the following criteria will no longer be considered "accidents" for the purposes of this plan:

- A. The damage must occur between School Board vehicles or fixed assets belonging to the school board.
- B. The damage must have occurred while on School Board property (i.e., in a compound or at a school site);
- C. The amount of damage must not exceed \$250.00, and excludes labor.
- D. There are no passengers on board the School Board vehicles.

Incidents meeting the above criteria will ~~not~~ require an accident report, ~~but~~ and must be reported immediately ~~using an incident report~~. In addition, if the damage could cause a safety problem when doing a route (e.g., cross-over mirror glass broken and out), then the repair must be made prior to using the damaged bus. ~~Any incident reported that does not meet the above criteria will be considered an accident and will be handled in that matter.~~

Page 44 of the Handbook

C. Reporting of Citations for Moving Violations (Traffic Tickets)

All citations for moving violations issued to covered employees shall be reported, regardless of the ownership of the vehicle being driven by the covered employee. All citations for moving violations shall be reported, regardless of the location where the citation was issued. Covered employees shall be responsible to report the receipt of any citation for a moving violation to their immediate supervisor by 12 p.m. (noon) on the employees next work day prior to beginning their first run.

Page 49 of the Handbook

"Safe Driver Point" Assessment Schedule

- The Transportation ARC shall review the circumstances of all accidents/crashes involving a covered employee operating a school bus or other Board owned/leased vehicle. If the Committee's review determines that an accident/crash was preventable then "Safe Driver Points" shall be assessed.
- The Committee shall assess up to three (3) "Safe Driver Points" but not less than one (1) "Safe Driver Point," depending on the circumstances of the preventable accident/crash.
- Accidents/Crashes in which the accident/crash is **not** the fault of the P.C. S. B. covered employee, the accident/crash will be classified as a **Non-Preventable** accident/crash with **no** Safe Driver Points being assessed.
- If the Committee is "**unable to determine fault**" the accident/crash will be classified as **Adjudication Withheld** with **no** Safe Driver Points being assessed.

"Safe Driver Points" shall also be assessed for moving violations appearing on a covered employee's *Transcript of Driver Record*, as obtained through the Florida Department of Education School Bus Driver Records Check System, as set forth in "Safe Driver Points" of this *Safe Driver Plan*.

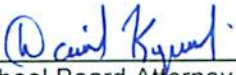
Moving Violations/Citations appealed to the Clerk of Court receiving Adjudication withheld will receive Safe Driver Points.

Moving Violation/Citation appealed to the Clerk of Courts receiving Dismissed will not receive Safe Driver Points.

"Safe Driver Point" Assessment Schedule - Moving Violations

		"Safe Driver Points"	
Moving Violation		SB	PV
1. Speeding:			
a. 15 mph or less over posted speed limit		3	0
b. 16 mph or more over posted speed limit		4	0
c. Speeding in a school zone more than 5 mph over the posted speed limit in a school bus or other Board owned/leased vehicle		9	0
2. Driving too fast for conditions		3	0
3. Following too close		3	0
4. Failed to comply with traffic control device/sign/ <u>Red Light Violation/ Camera</u>		3	0

1 Approved as to form and legality:
2
3
4
5
6


School Board Attorney

ADOPTED

REQUEST FOR APPROVAL (ID # 3802)

ATTACHMENTS:

- Regular Meeting 1-15-13 (PDF)

Regular School Board Meeting

Tuesday, January, 15, 2013 10:00 AM

School Administration Building

301 Fourth Street SW
Largo, FL 33770

~ Minutes ~

<https://www.pcsb.org>

Public Comments

Prior to the presentations, Mrs. Cook stated that the public, at this time, may share comments of a general education nature with the Board.

The following individuals presented their comments to the Board:

1. Lenore Faulkner

Ms. Faulkner addressed the Board to say she is half German; to say that she meets with the wounded warriors every Saturday; and, to say that she has been the advocate for a world class technology school at Pinellas Park Middle School. Ms. Faulkner also shared information regarding her battle with cancer and read a quote from Mother Teresa. Ms. Faulkner stated that she had provided Mr. Koperski with some documents that were to be given to Dr. Grego only. Mr. Koperski explained that these documents are now public documents.

2. Karen Pesce

Ms. Mary Mahoney, Director of Marketing & Community Relations at All Children's Hospital, and Ms. Karen Pesce, MORE HEALTH, Inc., addressed the Board to share an update on the programs that have been delivered to our students regarding health and safety through the district's partnership with All Children's Hospital and More Health, Inc. Ms. Mahoney and Ms. Pesce presented the Board Members with folders of information to further enlighten them on the More Health initiative.

3. Mark Klutho

Mr. Klutho addressed the Board to share that his wife said teachers can't keep up with all that is being required of them and that the Smartboard in her classroom isn't working. Mr. Klutho stated that it is absurd what teachers are being bombarded with; and, that the trip taken by some leaders to Germany is nonsense. Mr. Klutho also shared some items contained in the newspaper.

There were no additional presentations from the audience; and, this session ended at 10:11 a.m.

Attachment: Regular Meeting 1-15-13 (3802 : Approval of Minutes)

Regular School Board Meeting

Tuesday, January 15, 2013 10:30 AM

School Administration Building

301 Fourth Street SW
Largo, FL 33770

~ Minutes ~

<https://www.pcsb.org>

I. Call to Order

The meeting was called to order at 10:30 AM on January 15, 2013 at the School Administration Building, 301 Fourth Street SW, Largo, FL.

Attendee Name	Organization	Title	Status	Arrived
Deborah Beaty	Pinellas County Schools	Adm. Assistant and Clerk to the Board	Present	
Michael A. Grego	Pinellas County Schools	Superintendent	Absent	
Michael Bessette	Pinellas County Schools	Associate Superintendent/Operational Services	Present	
Kevin Smith	Pinellas County Schools	Associate Superintendent/Finance Business Services	Present	
David Koperski	Pinellas County Schools	Board Attorney	Present	
Rene Flowers	Pinellas County Schools	Board Member	Present	
Robin Wikle	Pinellas County Schools	Board Member	Absent	
Carol Cook	Pinellas County Schools	Chairperson	Present	
Janet Clark	Pinellas County Schools	Board Member	Present	
Terry Krassner	Pinellas County Schools	Board Member	Present	
Linda Lerner	Pinellas County Schools	Board Member	Present	
Peggy O' Shea	Pinellas County Schools	Vice Chairperson	Present	

II. Amendments to the Agenda

Mrs. Cook informed the public that School Board Member Robin Wikle and Superintendent Michael Grego were not present during this meeting but are in Germany with a group of leaders learning about the German Vocational Apprenticeship Program. Mr. Michael Bessette will serve as the Superintendent Designee during these proceedings.

Attachment: Regular Meeting 1-15-13 (3802 : Approval of Minutes)

At this time, Mrs. Cook shared with the public that the agenda has been amended by having the supporting documents for the following items added to the electronic agenda:

Consent Item #3, Approval of the Teacher, Non-Classroom Instructional, and Administrator Evaluation System Revisions - The revised evaluation documents that were reviewed by the School Board at the recent workshop were added.

Consent Item #13, Approval of the Facility Use Agreement Between Rogers Blue Jays Baseball Partnership and Pinellas County School Board - The signed contract has been added.

Mrs. Cook stated that she has found good cause to amend the agenda accordingly.

III. Invocation

1. *Father Jim Carter, St. Dunstan's Episcopal Church, 10888 126th Ave. N., Largo 33778*

The Invocation was delivered by Father Carter.

IV. Pledge of Allegiance

The Pledge of Allegiance followed the Invocation.

A. *National Anthem*

Following the Pledge of Allegiance, a video was shown of the Elementary Music Teachers performing the National Anthem.

B. *A Pal on Patrol: PCS Police Officer Makes Friends at Eisenhower Elementary School*

A video was shown highlighting the initiative by our Schools Police Officers to work with the students in our elementary school grades in an effort to encourage them to feel more comfortable and secure with police officers. This effort follows the incident that took place recently at Sandy Hook Elementary in Connecticut. Schools Police Officer Kevin McGevna's visit to Eisenhower Elementary School and its students was highlighted in this video.

V. Introduction of Professional and Community Organization Reps

A. *Melanie Marquez, Public Information Officer*

Ms. Marquez introduced the following individuals: Sonya Roundtree and Rick Brant, SEIU/Florida Public Services Union; Cindy Ehrenzeller, PCCPTA; Curtis Krueger and Lisa Gartner, The Tampa Bay Times; and, Anastasia Dawson, The Tampa Tribune.

Ms. Marquez stated that there will be no presentation from the Student Rights & Responsibilities Committee representatives due to high school exam schedules.

VI. Presentation by Student Rights and Responsibilities

A. *Seminole Vocational Education Center*

Due to the high school exam schedule, a presentation was not made at this meeting.

VII. Public Comments on Agenda Items

Mrs. Cook stated that the public will have an opportunity at this time to present comments to the Board regarding agenda items; and, that they will also have the opportunity to speak to both items under Unfinished Business.

The following individual addressed the Board to offer his comments on selected agenda items:

1. Mark Klutho

Consent Item #7 - Approval of Budget Amendment No. 2 to the District's 2012/2013 Budget
Mr. Klutho stated that any item from the Board that contains the word, budget, is an absurdity.

Consent Item #16 - Approval of Agreement With Hoffman Architects, P.A. for Architectural/Engineering and Contract Administration Services in Connection With the Replacement of Windows, Storefronts, Doors, Hardware, Casework, Lighting Upgrades, Heating, Ventilation and Air Conditioning (HVAC) Upgrades, Interior Renovations of Administration Building Main Entry, Relocation of Guidance Suite and Design for Setup of Temporary Portable Classrooms in the Amount of \$254,589.00 at Skyview Elementary, Project No. 9027

Mr. Klutho stated that this item deals with lighting and HVAC and that the district never gets this right.

Nonconsent Item #1 - Request Approval of a Five-Year Charter Renewal for NewStart High School and to Change the School Name from NewStart High School to Enterprise High School

Mr. Klutho stated that giving public dollars to charter schools is not the right thing to do; but, that those dollars public tax dollars should be kept at the public schools.

VIII. Adoption of Agenda

Mr. Bessette, on Dr. Grego's behalf, requested the following change be made to the agenda: Consent Item #5, Approval of the Recommendation to Dismiss Mr. Kyle Gibson, Teacher, Employed at Pinellas Secondary School - Mr. Gibson has requested an Administrative Hearing; therefore, the Superintendent's recommendation will reflect Alternative #2, Suspend Mr. Gibson without pay effective January 16, 2013, until the conclusion of the hearing process and direct the Staff Attorney to submit the request to the Division of Administrative Hearings.

PULL: Consent Item #3

RESULT: ADOPTED [UNANIMOUS]
MOVER: Terry Krassner, Board Member
SECONDER: Rene Flowers, Board Member
AYES: Flowers, Cook, Clark, Krassner, Lerner, O' Shea
ABSENT: Robin Wikle

IX. Special Order Agenda

X. Unfinished Business

1. Public Hearing to Consider the Amendment to Policy 5330 – USE OF MEDICATIONS (This is the Second Reading.)

Mrs. Cook stated that this is the second reading and that there have been no changes incorporated into the policy since the first reading.

RESULT: APPROVED [UNANIMOUS]
MOVER: Terry Krassner, Board Member
SECONDER: Rene Flowers, Board Member
AYES: Flowers, Cook, Clark, Krassner, Lerner, O' Shea
ABSENT: Robin Wikle

2. Public Hearing to Consider the Amendment to Policy 2470 - Education of English Language Learners (ELLs), Policy 5410.01 - Required Core Curriculum/Promotion/Retention/ Acceleration – Elementary, Policy 5410.02 - Regular Program Core Curriculum/Promotion/Retention/ Acceleration - Middle School, Policy 5420.02 - Reporting Student Progress - Middle School, Policy 5420.03 - Reporting Student Progress and Class Ranking - High School, Policy 5430 - Class Rank, Policy 5455 - Florida's Bright Futures Scholarship Program, Policy 5460 - Graduation Requirements, Policy 5463 - Credits from Other Schools, and Policy 5465 - General Education Development (GED) Tests (This is the Second Reading.)

Mrs. Cook stated that this is the second reading.

Ms. Flowers stated that she has concern with the timeframe for informing parents of possible retention of their children. Ms. Flowers stressed the need for sufficient time to be allocated to ensure that all effort has taken place between teachers, students and parents in an attempt to avoid retention when possible.

Mrs. Lerner stated that when she became a board member, she took an oath to uphold the law or face removal from office by the Governor; but, shared that there are parts of this policy that are not good for students. Mrs. Lerner referenced the requirement for struggling students to take end-of-year exams in courses better suited for college-directed students and the reduction in the number of elective courses available to students. Mrs. Lerner expressed her concern that these requirements will cause an increase in students dropping out of our schools. Mrs. Lerner shared her example of the requirement for all eighth-grade students to take Civics and pass the end-of-year exam in order to move onto ninth grade.

Ms. Clark shared that she reinforces the concerns expressed by Mrs. Lerner. Ms. Clark requested that the following changes be made:

Pages 20 and 34 - Change Curriculum & Instruction to Teaching & Learning

Ms. Krassner stated that she, too, reinforces Mrs. Lerner's concern and encouraged parent groups and others to help the Board in their effort to change state law relating to this concern.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Peggy O' Shea, Vice Chairperson
SECONDER:	Terry Krassner, Board Member
AYES:	Flowers, Cook, Clark, Krassner, Lerner, O' Shea
ABSENT:	Robin Wikle

XI. Consent

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Janet Clark, Board Member
SECONDER:	Peggy O' Shea, Vice Chairperson
AYES:	Flowers, Cook, Clark, Krassner, Lerner, O' Shea
ABSENT:	Robin Wikle

1. Approval of Minutes: to Approve the Minutes of the Regular Meeting of December 11, 2012; And, the Workshop of December 11, 2012
Approved, as submitted.
2. Request Approval of Personnel Recommendations
Approved, as submitted.
(Copy to be found in Supplemental Minute Book #147.)
3. Request Approval of the Teacher, Non-Classroom Instructional, and Administrator Evaluation System Revisions
Approved, as submitted.
4. Request Approval to Reappoint Aon Hewitt as Employee Benefits Broker & Consultant January 1, 2013, through December 31, 2016, with an Option to Renew for Four Additional Years
Approved, as submitted.
(Copy to be found in Supplemental Minute Book #147.)
5. Request Approval of the Recommendation to Dismiss Mr. Kyle Gibson, Teacher, Employed at Pinellas Secondary School
An Administrative Hearing was requested by Mr. Gibson. Therefore, the Board, in their adoption of the agenda, approved Alternative #2 as follows: Suspend Mr. Kyle Gibson without pay effective January 16, 2013, until the conclusion of the hearing process; and, direct the Staff Attorney to submit the request to the Division of Administrative Hearings.

6. Request Approval of the Following Special Projects:
Approved, as follows:
 - A. Amendment (additional funds) to Carl D. Perkins-Career & Technical Education, Secondary Grant \$30,720.00
 - B. Amendment (time extension) to Contract with Hill and Knowlton Public Relations Firm \$0 (no additional funds, original contract amount \$144,000.00)
(Copy/Copies to be found in Supplemental Minute Book #147.)
7. Request Approval of Budget Amendment No. 2 (October 2012) to the District's 2012/2013 Budget
Approved, as submitted.
8. Request Approval of the Financial Statements for the Month Ending October 31, 2012 for Fiscal Year 2012/2013
Approved, as submitted.
9. Request Approval of the Agreement Between Pinellas County Heritage Village and the School Board of Pinellas County, Florida for Community Based Vocational Experience
Approved, as submitted.
10. Request Approval of 2011/2012 School Safety and Security Self-Assessment
Approved, as submitted.
11. Request Approval of the Renewal of the Agreement with SCI Funeral Services of Florida, Inc. to Permit Continued SCI Access Across a Portion of the School District's V-6 Site
Approved, as submitted.
12. Request Approval of the Renewal of the Agreement with Ruth Eckerd Hall, Inc.
Approved, as submitted.
13. Request Approval of the Facility Use Agreement Between Rogers Blue Jays Baseball Partnership and Pinellas County School Board
Approved, as submitted.
14. Request Approval to Enter into a Commercial Contract with Lou DeFabrizio for the Sale of the Euclid Center
Approved, as submitted.
15. Request Approval of Agreement with George F. Young, Inc. for Civil Engineering and Contract Administration Services in Connection with Traffic, Parking, and Drainage Improvements in the Amount of \$71,881 at Clearwater High School, Project No. 9395
Approved, as submitted.
16. Request Approval of Agreement with Hoffman Architects, P.A. for Architectural/ Engineering and Contract Administration Services in Connection with the Replacement of Windows, Storefronts, Doors, Hardware, Casework, Lighting Upgrades, Heating, Ventilation and Air Conditioning (HVAC) Upgrades, Interior Renovations of Administration Building Main Entry, Relocation of Guidance Suite and Design for Setup of Temporary Portable Classrooms in the Amount of \$254,589.00 at Skyview Elementary, Project No. 9027
Approved, as submitted.

17. Request Approval of Vehicle Use Agreement to a Non-Profit Organization for a Period of One Year

Approved, as submitted, with the Town of Belleair.

18. Request Approval of Selling Surplus and Obsolete Equipment on the PublicSurplus.Com and Interschola.Com Internet Auction Sites

Approved, as submitted.

19. Request Approval of Bids to Vendors at Prices in Bid Documents in Accordance with Bid Policies and Statutes

Approved, as submitted.

XII. Consent Agenda - Items Pulled

1. Consent Item #3 - Request Approval of the Teacher, Non-Classroom Instructional, and Administrator Evaluation System Revisions

Mrs. Lerner, having pulled this item, stated that she believes it should have been listed as a nonconsent item. Mrs. Lerner stated that she knows Dr. Grego, the teachers union and others have worked on improving the evaluation system and will continue to do so; however, the Legislators and Department of Education said we had to have one before we were really ready. Mrs. Lerner stated that she will vote in favor of this item only because this evaluation system is a little improved from what we had. Mrs. Lerner expressed concern that teachers are still being rated on subjects that they are not teaching; and, that FCAT scores will represent 50% of a teacher's evaluation even if they only have as few as two students in their class taking that test.

Discussion followed by Ms. Lisa Grant and Board Members.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Peggy O' Shea, Vice Chairperson
SECONDER:	Terry Krassner, Board Member
AYES:	Flowers, Cook, Clark, Krassner, Lerner, O' Shea
ABSENT:	Robin Wikle

XIII. Nonconsent

1. Request Approval of a Five-Year Charter Renewal for NewStart High School and to Change the School Name from NewStart High School to Enterprise High School

Ms. Dot Clark, Partnership Schools, presented a brief overview of the request. Ms. Clark stated that this is a dropout prevention school; that this school has demonstrated success; and, that she encourages the Board's support.

Ms. Janet Clark questioned the fact that this is the second name change. Ms. Dot Clark responded.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Peggy O' Shea, Vice Chairperson
SECONDER:	Janet Clark, Board Member
AYES:	Flowers, Cook, Clark, Krassner, Lerner, O' Shea
ABSENT:	Robin Wikle

XIV. New Business

A. *Items Introduced by Superintendent*

Mr. Bessette stated that he had nothing to report on the behalf of the Superintendent.

B. *Items Introduced by School Board Attorney*

Mr. Koperski stated he had no report.

C. *Items Introduced by the Board*

Ms. Flowers - 1) Shared that she would like the Board to have a workshop discussion on how we, as a district, can work with various mental health services to provide referrals for our students in crisis early on and get those students into the services that are needed. Ms. Flowers stated that while police are present in our schools, the bigger issue is identifying a child in crisis and determine how to work with them and their parent. Ms. Flowers suggested that this discussion could explain what systems we have in place and how those systems could be beefed up. Ms. Flowers will complete a Workshop Topic Request Form and bring that and her request to the Leadership Discussion portion of the Board's January 22nd workshop to determine if there is agreement by the Board to schedule this presentation and discussion.

Ms. Krassner - 1) Stated that student safety is always our number one concern and that the district is always looking for ways to improve. Mr. Bessette shared that the district leadership began to strongly look at student safety approximately six years ago; and, that millions of dollars have been committed to that. Mr. Bessette stated that all schools have received an extra look.

Ms. Clark - 1) Welcomed back all following the winter holidays. 2) Thanked Ms. Flowers for bringing up her concern for safety and look forward to the discussion at the upcoming workshop.

Mrs. Lerner - 1) Stated that she appreciates everyone bringing up safety issues. Mrs. Lerner stated that she believes that the Board needs to be able to ask pointed questions and look at opportunities for improvement. Mrs. Lerner requested that it be added to the January 22nd workshop. Mrs. Lerner also suggested that Ms. Donna Sicilian be included in a future discussion related to services we provide to students-in-need. Mrs. Cook stated that the time of the January 22nd workshop could be extended to 4:00 p.m. and that an update regarding safety could be added under the Superintendent's Update section of the Leadership Discussion on that agenda. 2) Referencing the video earlier in the meeting highlighting

Officer McGevna's visit to Eisenhower Elementary, stated that she would hope that such a presentation could be done at all of our elementary schools 3) Stated that she is looking forward to hearing from Dr. Grego and Mrs. Wikle at a future workshop regarding the knowledge they gained by their trip to Germany. Mrs. Lerner shared that we should be looking at ways to expand and improve apprenticeship programs for our students.

Mrs. O'Shea - 1) Stated that she is glad that the Board will be receiving information at the January 22nd workshop regarding Secondary Programs of Study. Mrs. O'Shea stated that, as the discussion progresses, she would like it to include St. Petersburg College and how we may be able to align our programs with their offerings. Mrs. O'Shea suggested that we bring SPC into the discussion. 2) Stated that the Board has not had a formal meeting since the incident in Connecticut at the Sandy Hook Elementary and wanted to take this opportunity to remind everyone what teachers do every day. Mrs. O'Shea stated that this is a good reminder to all of us as to how teachers put the safety of their students in front of their own.

Mrs. Cook - 1) Wished all high school students well as they go through their exams. 2) Welcomed back all following the winter holiday. 3) Received confirmation from the Board that there is agreement to extending the workshop of January 22nd to 4:00 p.m. to include a discussion regarding the potential workshop topic requested by Ms. Flowers and to allow Dr. Grego sufficient time to discuss the issue of safety in our schools. Mrs. Lerner requested that the topic, Safety & Security, be actually added under the Superintendent's Update. Mrs. Cook stated that this wording will be added.

D. Review of Board Requests

Mr. Kevin Smith offered the following summary of the single request presented during this meeting:

- 1) When the new evaluation scores are run for the teachers, this information will be provided to the Board.

E. School Board Meeting Evaluation

The evaluation of the meeting followed the adjournment of the meeting and the results are as follows:

Plus

- Efficient meeting

Opportunities

There were none offered.

XV. Adjournment

There being no further business to be brought before the School Board, this meeting adjourned at 11:22 a.m.

Chairperson

Superintendent and Ex Officio Secretary

Public Comments

There were no speakers following the adjournment of the meeting.

ADOPTED

REQUEST FOR APPROVAL (ID # 3829)

ATTACHMENTS:

- Jan 29 2013 FINAL HR Board Agenda Sets A & B (PDF)

Set A

MEMORANDUM

January 29, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, Ed.D., SUPERINTENDENT

SUBJECT: Recommendation of Superintendent on Personnel – 2012/2013

The following personnel matters are submitted to you for your approval: Page

<http://web.pcsb.org/hr/Compensation/jobdescr.htm>

Administrative

Appointment 1 A

Instructional

Appointments of Probationary Contract	17	1-2
Appointments of Annual Contract	79	2-7
Transfers	3	7
Leaves of Absence	8	8
Terminations		
Resignations	11	8-9
Retirements	15	10-11
Adjustments	4	11
Substitute Appointments	44	12
Extended Learning Appointments	122	13-16
Part Time Hourly	15	17
Teaching Out of Field	1	18

ABE = Adult Basic Education

CRISS = Creating Independence Through Student Owned Strategies

CTAE = Career, Technical and Adult Education

DA = Differentiated Accountability

DROP = Deferred Retirement Option Program

ESOL = English for Speakers of Other Languages

FCAT = Florida Comprehensive Assessment Test

FMLA = Family Medical Leave Act

HOSA = Health Occupations Students of America

IMAST = Interdisciplinary Math and Science with Technology

MEGSSS = Math Education for Gifted Secondary School Students

MGIC = Middle Grades Integrated Curriculum

MSAP = Middle School Achievement Program

NCLB = No Child Left Behind

PCS = Pinellas County Schools

PD = Professional Development

PS/RTI = Problem Solving/Response to Instruction and Intervention

ROTC = Reserve Officer Training Corps

SIG = School Improvement Grant

SIP = School Improvement Plan

SLC = Smaller Learning Communities

STEM = Science, Technology, Engineering and Mathematics

Attachment: Jan 29 2013 FINAL HR Board Agenda Sets A & B (3829 : Request Approval of Personnel Recommendations - A)

RECOMMENDATION OF SUPERINTENDENT
ON ADMINISTRATIVE PERSONNEL

2012/2013

January 29, 2013

ADMINISTRATIVE APPOINTMENT

NAME	POSITION	BEGINNING DATE
Mekler, Jennifer H. (W)	Assistant Principal, Sutherland Elementary	February 4, 2013
Salary: Pay grade C07; 10.5 months; \$49,023 annually		

RECOMMENDATION OF SUPERINTENDENT ON
INSTRUCTIONAL PERSONNEL

2012/2013

January 29, 2013

APPOINTMENTS OF PROBATIONARY CONTRACT

NAME OF TEACHER	COST CENTER	GRADE/SUBJECT	BEGINNING DATE
Berry, Charlotte D. (B)	John Hopkins Middle	Dance	12/17/12
Boland, Andrew W. (W)	John Hopkins Middle	Science	12/17/12
Budd, Jennifer L. (W)	Ozona Elementary	Elementary	01/07/13
Defina, Lauren B. (W)	Ridgecrest Elementary	Physical Education	01/22/13
Derenzo, JoAnne M. (W)	Dixie Hollins High	Science	12/03/12
George, Lige A. (B)	Melrose Elementary	Elementary	12/13/12
Gould, Marla K. (W)	Melrose Elementary	Elementary	01/22/13
Guy, Edward F. (W)	Leila Davis Elementary	Elementary	12/19/12
Hill, Kiara M. (B)	Highland Lakes Elementary	Elementary	01/22/13
Kennedy, Melissa (W)	Pinellas Secondary	Emotional/Behavioral Disorder	01/07/13
Moore, Sally A. (W)	Psychological Services	Psychologist	01/08/13
Smith, Alexander C. (W)	Title I Center	Instructional Staff Developer	01/10/13
Smith, Samuel E. (B)	Pinellas Park Middle	Health	12/14/12
Stevens, Katherine N. (W)	Bauder Elementary	Elementary	01/07/13
Williams, Leshai, A. (B)	Maximo Elementary	Kindergarten	12/10/12

Recommendation of Superintendent on Instructional Personnel
January 29, 2013
2012/2013 School Year

2

APPOINTMENTS OF PROBATIONARY CONTRACT
(Continued)

NAME OF TEACHER	COST CENTER	GRADE/SUBJECT	BEGINNING DATE
Zenn, Nicoleta S. (W)	Psychological Services	Psychologist	01/22/13
Zerbel, Samantha (W)	Safety Harbor Middle	Mathematics	01/10/13

APPOINTMENTS OF ANNUAL CONTRACT

NAME OF TEACHER	COST CENTER	GRADE/SUBJECT	BEGINNING DATE
Adeson, Eric R. (W)	Dunedin Highland Middle	Mathematics	01/23/13
Adikes, Kathryn T. (W)	Anona Elementary	Elementary (Job Share)	01/07/13
Alford, Ryan L. (W)	Northeast High	Social Studies	12/05/12
Ambler, Beverly L. (W)	Pre K-12 Performing Arts	Music	01/17/13
Ardis, Kelly R. (W)	Hospital Homebound	Hospital/Homebound	02/28/13
Bidwell, Colby R. (W)	Boca Ciega High	Science	08/15/12
Blakeney, Anthony D. (B)	Osceola High	Social Studies	02/01/13
Branch, John W. (B)	Boca Ciega High	Science	01/07/13
Brown, Robin N. (W)	Meadowlawn Middle	Social Studies	02/20/13
Buhrmaster, Todd L. (W)	Meadowlawn Middle	Alternative Education	02/22/13
Bumgarner, Jennifer L. (W)	Highland Lakes Elementary	Elementary	01/24/13

Attachment: Jan 29 2013 FINAL HR Board Agenda Sets A & B (3829 : Request Approval of Personnel Recommendations - A)

Recommendation of Superintendent on Instructional Personnel
January 29, 2013
2012/2013 School Year

3

APPOINTMENTS OF ANNUAL CONTRACT
(Continued)

NAME OF TEACHER	COST CENTER	GRADE/SUBJECT	BEGINNING DATE
Caballos De Boehm, Inmaculada (W)	Azalea Middle	Foreign Language	01/23/13
Calvert, Ashley L. (W)	Seminole Middle	Reading	01/07/13
Chandler, Charissa N. (W)	Sandy Lane Elementary	Kindergarten	02/01/13
Cobelens, Eric T. (W)	Fitzgerald Middle	Independent Varying Exceptionalities	01/23/13
Craig, Brittany L. (W)	Communication Disorders	Speech Correction	02/06/13
Craun, Jennifer L. (W)	Plumb Elementary	Elementary	01/16/13
Davis, Marilyn D. (B)	Pinellas Secondary	Varying Exceptionalities	01/23/13
Drayton, Lannette Y. (B)	Woodlawn Elementary	Emotional/Behavioral Disorder	01/16/13
Durst, Katherine K. (W)	Anona Elementary	Pre K Autism Spectrum Disorder	02/28/13
Edwards, Ashley E. (W)	Gulfport Elementary	Elementary	02/15/13
Gibson, Melissa K. (B)	Plumb Elementary	Pre K Autism Spectrum Disorder	02/05/13
Gomez-Nieto, Gabriel F. (W)	Mildred Helms Elementary	Elementary	12/11/12
Grimsley, Lauren M. (W)	Madeira Beach Fundamental	Reading	01/26/13

Attachment: Jan 29 2013 FINAL HR Board Agenda Sets A & B (3829 : Request Approval of Personnel Recommendations - A)

Recommendation of Superintendent on Instructional Personnel
January 29, 2013
2012/2013 School Year

4

APPOINTMENTS OF ANNUAL CONTRACT
(Continued)

NAME OF TEACHER	COST CENTER	GRADE/SUBJECT	BEGINNING DATE
Gurian, Joel A. (W)	Countryside High	Social Studies	01/13/13
Halios, Joan M. (W)	San Jose Elementary	Pre K Varying Exceptionalities	01/10/13
Hall, Nicole F. (B)	Boca Ciega High	Guidance Counselor	09/15/12
Halstead, Elizabeth A. (H)	Lakewood High	Language Arts	02/07/13
Harrelson, Christina F. (W)	Hamilton Disston	Emotional/Behavioral Disorder	01/06/13
Hendricks, Christopher M. (W)	Dunedin Highland Middle	Social Studies	01/30/13
Hoopas, Alesha J. (W)	Oldsmar Elementary	Elementary	02/27/13
Jenkins, Reid R. (W)	Pre K-12 Visual Arts	Art	02/13/13
Jessie, Jr., William N. (B)	Dropout Prevention	Alternative Education	12/08/12
Jones, Warren D. (B)	Palm Harbor University High	Independent Varying Exceptionalities	01/25/13
Kajfasz, Nicholas W. (W)	Pinellas Park High	Social Studies	01/31/13
Kearney, Melanie A. (W)	Ridgecrest Elementary	Elementary	02/07/13
Kendrick, Kate L. (W)	Southern Oak Elementary	Elementary	01/22/13
King, Jaime D. (W)	Title I Center	Reading	01/13/13
Kinny, Elizabeth M. (W)	Maximo Elementary	Kindergarten	02/06/13

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Recommendation of Superintendent on Instructional Personnel
January 29, 2013
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APPOINTMENTS OF ANNUAL CONTRACT
(Continued)

NAME OF TEACHER	COST CENTER	GRADE/SUBJECT	BEGINNING DATE
Knight-Martin, Mary E. (W)	School Social Work/Full Service Schools	Social Work	01/17/13
Kugler, Nichole M. (W)	Frontier Elementary	Elementary	01/07/13
Leisch, Heather N. (W)	Pre K-12 Visual Arts	Art	02/05/13
Lotz, Sybil S. (W)	Bauder Elementary	Elementary	02/05/13
Maclellan, Katherine B. (W)	Title I Center	Social Studies	02/02/13
Maguire, Carolyn G. (W)	Cypress Woods Elementary	Pre K Varying Exceptionalities	01/31/13
McCafferty, Susan A. (W)	Nina Harris Exceptional Student Educational Center	Supported Varying Exceptionalities	01/23/13
McNeal, Terry L. (W)	Dropout Prevention	Alternative Education	10/03/12
Milne, Kimberly A. (W)	Dropout Prevention	Alternative Education	02/01/13
Mullins, Jennifer M. (A)	Sandy Lane Elementary	Elementary	02/28/13
O'Connor, Fran E. (W)	Carwise Middle	Reading	01/07/13
Ogden, Angela M. (W)	Melrose Elementary	Elementary	01/18/13
Palmgren, Carol L. (W)	Skyview Elementary	Elementary	01/16/13
Patterson, Gregory D. (B)	pTEC/St. Petersburg	Vocational (11.5 Month Contract)	02/24/13
Perkins, Kristin E. (W)	Madeira Beach Fundamental	Elementary	01/31/13

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APPOINTMENTS OF ANNUAL CONTRACT
(Continued)

NAME OF TEACHER	COST CENTER	GRADE/SUBJECT	BEGINNING DATE
Peters, Nancy D. (W)	Bayside High	Alternative Education	01/20/13
Quartetti, Mary Ann (W)	Osceola Middle	Language Arts	01/23/13
Robinson, Franki M. (W)	Fairmount Park Elementary	Elementary	01/08/13
Runnels, Clyde A. (W)	Clearwater High	Mathematics	12/07/12
Saint Jean, Guether (B)	East Lake High	Foreign Language	12/12/12
Sala, Mary A. (W)	Starkey Elementary	Elementary	12/11/12
Sherman, Judith M. (W)	Lakewood Elementary	Elementary	02/13/13
Shontz, Alexandra C. (W)	Tarpon Springs Fundamental Elementary	Elementary	01/07/13
Slezak, Allison E. (W)	Title I Center	Mathematics	01/23/13
Smith, Timothy T. (W)	pTEC/St. Petersburg	Vocational (11.5 Month Contract)	02/22/13
Tawney, Kathryn A. (W)	John Hopkins Middle	Mathematics	01/07/13
Taylor, Gregory S. (W)	Pinellas Park High	First Responders	12/05/12
Teems, Deborah L. (W)	Woodlawn Elementary	Emotional/Behavioral Disorder	01/29/13
Townsend, Jennifer L. (W)	Safety Harbor Middle	Foreign Language	02/22/13
Trame, Tracy R. (W)	Ozona Elementary	Elementary	01/07/13
Turaniczko, Maxine (W)	Sutherland Elementary	Elementary	01/29/13
Turner, Lynsey J. (W)	Lakewood High	Social Studies	02/27/13

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APPOINTMENTS OF ANNUAL CONTRACT
(Continued)

NAME OF TEACHER	COST CENTER	GRADE/SUBJECT	BEGINNING DATE
Veley, Michael A. (W)	Sandy Lane Elementary	Elementary	02/01/13
Vieira, Soraya B. (W)	Belleair Elementary	Kindergarten	02/26/13
Vyverberg, Charlotte E. (W)	Bay Point Elementary	Teacher on Special Assignment	02/07/13
Webb, Carrie S. (W)	Gibbs High	Mathematics	01/21/13
Williams, Kendall G. (W)	Madeira Beach Fundamental	Mathematics	01/30/13
Wiseman, Heather L. (W)	East Lake High	Language Arts	01/23/13
Yarlaski, Jessica (W)	Sanders Exceptional Student Education Center	Pre K Handicapped	02/08/13
Zimet, Jeanne (W)	Clearwater Intermediate	Alternative Education	12/05/12

TRANSFERS

NAME OF TEACHER	TO COST CENTER	FROM COST CENTER	BEGINNING DATE
Stewart, Michele L. (B)	Secondary Science	Bay Point Middle	01/07/13
Wolfe, Christy L. (A)	Largo High	Secondary Science	01/07/13
Wright, Lisa M. (W)	Dunedin Elementary	Dropout Prevention	01/25/13

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LEAVES OF ABSENCE

NAME OF TEACHER	COST CENTER	DATES	REASON
Dunn, Kimberly A.	Sexton Elementary	12/06/12-03/12/13	Maternity/FMLA
Edmonds, Richard J.	Palm Harbor Middle	01/14/13-06/07/13	Professional
Ellerbee, Alexandria L.	Leila Davis Elementary	12/11/12-06/07/13	Maternity/FMLA
Gordon, Marni D.	Bauder Elementary	12/10/12-06/07/13	Maternity/FMLA
Greitzer, Jennifer A.	North Shore Elementary	01/07/13-06/07/13	Maternity/FMLA
Jovanovic, Biljana	Lynch Elementary	01/07/13-06/07/13	Maternity/FMLA
Lambos, Diane T.	Stephens Exceptional Student Education Center	01/07/13-06/07/13	Illness/FMLA
Zierden, Anastasia L.	Bauder Elementary	12/10/12-06/07/13	Maternity/FMLA

TERMINATIONS

NAME OF TEACHER	COST CENTER	DATE	REASON
<u>Resignations</u>			
Belanger, Michael A. (W)	Hamilton Disston	12/14/12	Probationary Employee Resignation
Dawson, Courtney E. (W)	Safety Harbor Middle	12/07/12	Probationary Employee Resignation

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TERMINATIONS
(Continued)

NAME OF TEACHER	COST CENTER	DATE	REASON
<u>Resignations</u> (Continued)			
Delaine, Ahmad A. (B)	Bay Point Middle	12/21/12	Moving
Havrilak, Mary A. (W)	Safety Harbor Elementary	01/15/13	Resigned in lieu of recommendation for dismissal.
Hooper, Cathy D. (W)	Belleair Elementary	12/21/12	Personal
Hunt, Gregory A. (W)	Oak Grove Middle	12/21/12	Probationary Employee Resignation
Magdaleno, Wendy (W)	Dunedin Elementary	01/07/13	Personal
Pajak, Danielle L. (W)	Pinellas Park High	12/07/12	Probationary Employee Resignation
Scolaro, Jannel L. (W)	Title I Center	12/21/12	Probationary Employee Resignation
Seckinger, Carolyn F. (W)	Pinellas Park High	02/01/13	Moving
Sweet, Mary K. (W)	Safety Harbor Middle	12/10/12	Probationary Employee Resignation

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TERMINATIONS
(Continued)

NAME OF TEACHER	COST CENTER	DATE	REASON
<u>Retirements</u>			
Elliott, Patricia A. (W)	Sutherland Elementary	12/31/12	Early retirement
Gestoso, Elena B. (W)	Blanton Elementary	12/21/12	Retired while under investigation
Gillmore, Ricky L. (W)	Carwise Middle	01/07/13	Normal retirement
Goldrich, JoAnn R. (W)	Exceptional Student Education	12/31/12	Normal retirement
Hern, Paula K. (W)	Palm Harbor University High	01/21/13	Retirement from DROP
Hunter, Brenda A. (B)	Dropout Prevention	12/31/12	Retirement from Investment Plan
Kinard, Clifford J. (W)	Thurgood Marshall Fundamental Middle	01/07/13	Retirement from DROP
Lovett, Linda B. (B)	Boca Ciega High	01/18/13	Retirement from Investment Plan
Meredith, Bradford L. (W)	Osceola High	01/07/13	Normal retirement
Ozimok, George S. (W)	Northeast Community	04/01/13	Retirement from DROP
Prendergast, Alice (W)	Countryside High	01/21/13	Retirement from DROP
Rhodes, Catherine L. (W)	Hospital Homebound	12/28/12	Retirement from DROP

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TERMINATIONS
(Continued)

NAME OF TEACHER	COST CENTER	DATE	REASON
<u>Retirements</u> (Continued)			
Smith, Delores C. (W)	Seminole High	01/31/13	Retirement from DROP
Stadler, Jerry A. (W)	Palm Harbor University High	01/18/13	Early retirement
Szott, Jane D. (W)	School Social Work/Full Service Schools	01/21/13	Retirement from DROP

ADJUSTMENTS

NAME OF TEACHER	COST CENTER	ADJUSTMENT
Agar, Diana C.	Oldsmar Elementary	Adjustment to the September 11, 2012 Board Agenda, Set A: Adjustments; change end date to 06/07/13 from 01/18/13.
Barst, Jennifer L.	Maximo Elementary	Adjustment to the September 25, 2012 Board Agenda, Set A: Adjustments; change end date to 06/07/13 from 11/02/12.
Nance, Jennifer E.	Safety Harbor Middle	Adjustment to the June 12, 2012 Board Agenda, Set A: Adjustments; change end date to 06/07/13 from 01/18/13.
Vreeland, Juanita	Pinellas Park Middle	Adjustment to the August 14, 2012 Board Agenda, Set A: Adjustments; change end date to 06/07/13 from 01/18/13.

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SUBSTITUTE APPOINTMENTS

It is recommended that the persons named on this list be appointed as substitute teachers. Their names are submitted with the understanding that they will comply with all regulations of the State Department of Education and the School Board of Pinellas County, Florida, pertaining to substitute teachers.

NAME	NAME
Alcamo, Nicole E	Bahchevanova, Esther
Bess, Alissa J	Bowers, Genevieve W
Brown, Jessica A	Brown, Katundra S
Causin, Dawn M	Commons, Tricia L
Deal, Jessica R	DeSouza, Andrea M
Dykstra, Louisa F	Fischer, Melissa M
Flareau, Danielle E	Glessner Jr, William P
Hallock, Steven P	Johnson, Brittany N
Kanar, Laura A	Karraker, Jessica L
Kelly, Arianna L	Knapp, Rachel L
Lee, Kathleen A	Lima, Josue J
Locascio, Theodore M	Lumb, Christopher M
Malone, Brittany L	Maxon, Cheryl M
Milligan, Larona D	Moss, Alexandra L
Nadreau, Alysha M	Niesen, Rebekah R
Palmu, Eric J	Perez, Amada A
Ray, Keith O	Raymond, Rochelle M
Reynosa, Ryan M	Roscoe, Kimberly M
Schnell Jr, Ronald H	Schroeder, Laurie
Siepak, Nicole J	Smith, Darby S
Sousa, Kathryn F	Sporkia, Ina M
Stewart, Sean M	Stoneburner, Katlyn M

Recommendation of Superintendent on Instructional Personnel
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EXTENDED LEARNING PROGRAM APPOINTMENTS

NAME	COST CENTER
Allen, Carolyn H	Eisenhower Elementary
Baer, Tammy C	Skyview Elementary
Bailey, Karen M	Eisenhower Elementary
Balcombe, Elizabeth A	Clearwater High
Bishop, Cheryl A	Shore Acres Elementary
Blasingane, Esvicloria E	Bay Point Middle
Boulanger, Christopher T	Eisenhower Elementary
Brand, Jane	Safety Harbor Middle
Briggs, Natalie M	Bay Point Middle
Brown, Jerilyn A	Westgate Elementary
Brown, Jessica F	St Petersburg High
Brown, Lesley R	Fuguitt Elementary
Brown, Marie F	Campbell Park Elementary
Buehler, Amber	Bay Point Middle
Campbell, Jamie L	Skyview Elementary
Cangelosi, Blake E	St Petersburg High
Caroll, Rebecca J	Seventy-Fourth Street Elementary
Cartier, Christopher H	Eisenhower Elementary
Carver, Karen K	Fuguitt Elementary
Ciardullo, Paula A	Eisenhower Elementary
Ciesluk, Michael	Marjorie Kinnan Rawlings Elementary
Clifford, Sharon M	Seventy-Fourth Street Elementary
Cochran, Michael D	Dunedin High
Collens, Abigail S	Campbell Park Elementary
D'Angelo, Jessica L	Campbell Park Elementary
Davies, Kathleen M	Fuguitt Elementary
Deal, Francheska R	Seventy-Fourth Street Elementary
Dedert, Melanie S	Sandy Lane Elementary
Droke, William L	Madeira Beach Fundamental
Dupee, Margaret A	Pinellas Secondary School
Emerson, Kelly	Madeira Beach Fundamental
Erickson, Edward R	Azalea Middle

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EXTENDED LEARNING PROGRAM APPOINTMENTS
(Continued)

NAME	COST CENTER
Ferguson, Deana L	Seventy-Fourth Street Elementary
Fish, Cassandra L	Bauder Elementary
Fowler, Carmela F	Ridgecrest Elementary
Fuller, Brittany A	Marjorie Kinnan Rawlings Elementary
Giddings, Jacqueline F	Oldsmar Elementary
Graham, Vickie J	Eisenhower Elementary
Grefe, Monica A	Clearwater High
Guska, Laura	Azalea Middle
Hackett, Allison G	Eisenhower Elementary
Hadlock, Troy J	Northeast High
Hagan, Kathleen S	Fuguitt Elementary
Harmeson, Janet L	Orange Grove Elementary
Hartill, Christy E	Perkins Elementary
Highsmith, William J	Azalea Middle
Hill, Kathleen A	Orange Grove Elementary
Hinz, Timothy C	Clearwater High
Howard, Stacy D	Eisenhower Elementary
Hunt, Melissa K	Eisenhower Elementary
Jankowski, Patricia M	Marjorie Kinnan Rawlings Elementary
Johnson, Billie J	Skyview Elementary
King, John J	Dunedin High
Kirberger, Kristin M	Oldsmar Elementary
Kuenn, Laura M	Orange Grove Elementary
Kuerzi, Roseann M	Dunedin High
Ladd, Michelle E	Skyview Elementary
Lee, Scott W	Dunedin High
Lewis, Alan M	Dunedin High
Lopez, Emily E	Orange Grove Elementary
Lopez, Kimberly O	Orange Grove Elementary
MacDonald, Michael	Safety Harbor Middle
Maffucci, James V	Dunedin High

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EXTENDED LEARNING PROGRAM APPOINTMENTS
(Continued)

NAME	COST CENTER
Main, Bronwyn M	Carwise Middle
Marshall, Jennifer L	Dunedin High
McClure, Katherine E	Campbell Park Elementary
McCullough, Michael J	Azalea Middle
Medina, Andrea T	Orange Grove Elementary
Meditz, Mistie L	Skyview Elementary
Mesker, Rebeka R	Carwise Middle
Miller, Jay T	Seventy-Fourth Street Elementary
Milner, Rhonda N	Pinellas Secondary School
Mogyordy, Jennifer R	Seventy-Fourth Street Elementary
Mohoff, Christine H	Pinellas Secondary School
Montoya, Alicia-Marie	Oldsmar Elementary
Morrow, Elizabeth J	Eisenhower Elementary
Motes, Denise A	Westgate Elementary
Mount, Angela	Marjorie Kinnan Rawlings Elementary
Mudd, Laura E	Dunedin High
Mullins, Harold J	Northeast High
Netzband, Vicki L	Highland Lakes Elementary
Oester, Jacqueline L	Marjorie Kinnan Rawlings Elementary
Oliveto, Susan M	Pinellas Secondary School
Pafundi, Barbara A	Palm Harbor University High
Page, Stephanie A	Campbell Park Elementary
Painter, Sarah A	Eisenhower Elementary
Parker, Amanda E	Seventy-Fourth Street Elementary
Parmentier, Angela M	Madeira Beach Fundamental
Peppers, Christine M	Dunedin High
Peppers, Paul R	Dunedin High
Popke, Kristen N	Seventy-Fourth Street Elementary
Purcell, Jennifer P	Madeira Beach Fundamental
Quinn, Stephanie	Eisenhower Elementary
Reybitz, Marcia K	Clearwater High

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EXTENDED LEARNING PROGRAM APPOINTMENTS
(Continued)

NAME	COST CENTER
Reynolds, Rebecca M	Perkins Elementary
Rinchiuso, Raymond V	Azalea Middle
Roe, Laura A	Marjorie Kinnan Rawlings Elementary
Rush, Susan L	Orange Grove Elementary
Scalia, Nichole M	Curlew Creek Elementary
Schroeder, Jesse	Carwise Middle
Scott, Erik J	Pinellas Park Middle
Secker, Jane M	Clearwater High
Segura, Roseann	Eisenhower Elementary
Shepard, Barbara J	Westgate Elementary
Sheppard, Erica Y	Westgate Elementary
Short, Jodiann S	Fuguitt Elementary
Singh, Nicole G	Azalea Middle
Sisco, Allison L	Eisenhower Elementary
Smith, Bennie R	Bay Point Middle
Snover, Cory G	Clearwater High
Stockton, Karen C	Westgate Elementary
Tarantino, Victoria S	Eisenhower Elementary
Tomalo, Christine M	Orange Grove Elementary
Turini, Lisa L	Azalea Middle
Ulrich, Bridgette F	Eisenhower Elementary
Van Dyke, Hillary M	Azalea Middle
Vilardi, Monica S	Eisenhower Elementary
Whitaker, Stephanie N	Eisenhower Elementary
Williamson, Sarah E	Palm Harbor Middle
Wiseman, Whisper L	Marjorie Kinnan Rawlings Elementary
Wiszowaty, Elizabeth A	Eisenhower Elementary
Wood, Suzannah J	Azalea Middle

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PART-TIME HOURLY APPOINTMENTS

NAME	COST CENTER
Abinsay, Mark	Bay Point Middle
Apfelbaum, Liliana B	Pinellas Central Elementary
Barkley, Kalie E	Mildred Helms Elementary
Bennett, Sharon K	Westgate Elementary
Calkins, Crystal L	Pinellas Park Elementary
Gonzalez, Emilio J	Palm Harbor Community
Hamstra, Janet L	Family & Consumer Sciences
Hanneman, Cheryl L	Northeast Community
Humbel, Deborah C	K-12 Guidance
Lane, Sheryl L	Westgate Elementary
Ling, Sing W	Clearwater Adult Education Center
Miller, Kimberly A	Campbell Park Elementary
Orecchio, Jennifer Lynne	Belcher Elementary
Randolph, Nancy G	K-12 Guidance
Steiner, Michelle	Career Technical Adult Education Post Sec

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TEACHERS OUT-OF-FIELD

The following teachers are teaching one or more courses not covered by Florida teaching certificates. School Board approval is necessary in order that teachers may be considered as “qualified instructional personnel” under State Board Rule 6A-1.0503, which reads in part as follows: “A qualified instructional staff member who holds a valid Florida educator’s certificate with coverage other than that deemed appropriate by subsection (1), and has been approved by the School Board to teach out-of-field.”

COST CENTER/TEACHER	SUBJECT
Countryside High Snow, Cynthia M.	Earth-Space-Science

APPROVED: _____
 Michael A. Grego, Ed.D.
 Superintendent of Schools

Set B

MEMORANDUM

January 29, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, Ed.D., SUPERINTENDENT

SUBJECT: Recommendation of Superintendent on Personnel – 2012/2013

The following personnel matters are submitted to you for your approval:

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<http://www.pinellas.k12.fl.us/hr/JobDescriptions.html>Supporting Services

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DROP = Deferred Retirement Option Program

ESE = Exceptional Student Education

ESOL = English for Speakers of Other Languages

FS = Food Services

FT = Full Time

IDEA B = Individuals with Disabilities Education Act

PT = Part Time

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RECOMMENDATION OF SUPERINTENDENT
ON SUPPORTING SERVICES

2012-2013

January 29, 2013

APPOINTMENTS

NAME OF EMPLOYEE	COST CENTER	POSITION	START DATE
Borland, Melia E. (W)	Doug Jamerson Elementary	ESE Associate	01/07/13
Brown, Kreg M. (B)	Clearwater High	Paraprofessional	12/12/12
Clark, Kelly D. (W)	Belleair Elementary	ESE Associate	12/13/12
Eichman, Rossana D. (W)	Pre K-12 World Languages/ESOL	Bilingual Assistant I	01/07/13
Geary, Debra L. (W)	Sawgrass Lake Elementary`	ESE Associate	01/07/13
Menard, David P. (W)	Palm Harbor Middle	Plant Operator	01/07/13
Montalvo, Isolina (H)	Pre K-12 World Languages/ESOL	Bilingual Assistant I	12/12/12
Moody, Joyce L. (W)	Cross Bayou Elementary	ESE Associate	01/07/13
Sadra, Bedour N. (W)	Dunedin Elementary	ESE Associate	01/08/13
Seckler, Cynthia R. (W)	Palm Harbor Middle	Secretary III	01/07/13
Wilkinson, Mark K. (W)	Largo Middle	ESE Associate	12/12/12

PART-TIME APPOINTMENTS

NAME OF EMPLOYEE	COST CENTER	POSITION	START DATE
McCray, Maria D. (B)	Ridgecrest Elementary	Plant Operator	01/07/13
Willbee, Melissa M. (W)	Skyview Elementary	ESE Associate	01/07/13

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Recommendation of Superintendent on Support Personnel
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SUBSTITUTE APPOINTMENTS

NAME	NAME	NAME
<u>Countywide Food Service Assistants</u>		
Belcher, Bryan C.	Fowler, Tina M.	Guini, Julianna S.
Khalil, Marryana I. B.	Koller, Myriam	Marion, Lornesha Q.
Matta, Nevin F.	Miller, Sheryl L.	Murphy, Mary B.
Thomas, Ashley A.		
<u>Countywide Assistants/Clerical</u>		
Berg, James J.	Gonzalez, Genesys G.	Mitola, Theresa A.
Terepka, Lynnsey M.		
<u>Countywide Plant Operators</u>		
Lewis, Joseph A.	McCormick, Gary R.	Sanders, Montana F.
<u>Countywide Interpreter Deaf/Hard of Hearing I</u>		
Meier, Deonne M.		

STATUS CHANGES

NAME OF EMPLOYEE	TO POSITION/COST CENTER	FROM POSITION/COST CENTER	DATE
Ayotte, Tammy K.	Food Service Specialist Food Services	Food Service Specialist Intern Fitzgerald Middle	12/07/12
Bartholomew, Christa L.	ESE Associate FT Skycrest Elementary	ESE Associate PT Skycrest Elementary	01/07/13
Belcher, Terrei P.	Plant Operator FT Boca Ciega High	Plant Operator Substitute Human Resources	01/07/13
Boice, Carey E.	Plant Operator Hamilton Disston	Pending Placement Employee Human Resources	01/10/13

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Recommendation of Superintendent on Support Personnel
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STATUS CHANGES
(Continued)

NAME OF EMPLOYEE	TO POSITION/COST CENTER	FROM POSITION/COST CENTER	DATE
Brown, Toynetta D.	Clerical Substitute Class I Human Resources	Pending Placement Employee Human Resources	01/07/13
Campbell, Laura L.	School Office Clerk I FT Clearwater Intermediate	Family & Community Liaison PT Clearwater Intermediate	01/07/13
Cleaver, Denise A.	Pending Placement Employee Human Resources	Food Service Assistant Fuguitt Elementary	12/12/12
Coco, Maria L.	Food Service Specialist Intern FT Orange Grove Elementary	Food Service Assistant PT Orange Grove Elementary	01/07/13
Culbreth, Michael S.	Plant Operator PT Lynch Elementary	Plant Operator Substitute Human Resources	01/07/13
Frederick, Diania Q.	Clerk Specialist II FT Lakewood Community	Clerical Assistant PT Bear Creek Elementary	01/16/13
Jones, Valerie R.	Classroom Assistant Substitute Human Resources	ESE Associate PT Doug Jamerson Elementary	12/17/12
Kierzkowski, Karen M.	Food Service Specialist Intern FT Clearwater Intermediate	Food Service Assistant Substitute Food Services	12/17/12
Lamb, Elizabeth A.	ESE Associate FT Sunset Hills Elementary	ESE Associate PT Sunset Hills Elementary	01/07/13
McCall, Denise I.	Licensed Practical Nurse Substitute School Health Services	Licensed Practical Nurse FT School Health Services	12/10/12

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STATUS CHANGES
(Continued)

NAME OF EMPLOYEE	TO POSITION/COST CENTER	FROM POSITION/COST CENTER	DATE
Mengle, Carla M.	Plant Operator Madeira Beach Fundamental	Pending Placement Employee Human Resources	11/07/12
Morris, Liz P.	Group Leader Child Care Program East Lake High	Child Development Associate Campbell Park Elementary	01/07/13
Morton Jr., Robert J.	Plant Operator FT Carwise Middle	Plant Operator Substitute Human Resources	01/07/13
Nardoizzi, Kristen E.	ESE Associate FT Bear Creek Elementary	Alternative Staff St. Petersburg High	01/07/13
Olson, Stacy M.	ESE Associate FT Ridgecrest Elementary	Teacher Substitute Human Resources	01/07/13
Owens, Yeinny Y.	Food Service Assistant PT Oakhurst Elementary	Food Service Assistant Substitute Food Services	01/07/13
Panado, Michael	Plant Operator FT East Lake High	Food Service Assistant Substitute Food Services	12/18/12
Pehush, Marlynia M.	Clerk Specialist II FT Human Resources	Clerical Substitute Class I Human Resources	12/17/12
Pruitt, Sarah N.	ESE Associate FT Azalea Elementary	ESE Associate PT Walsingham Elementary	12/17/12
Rawey, Afaf Y.	Food Service Assistant Substitute Food Services	Food Service Assistant PT Bayside High	12/11/12
Robinson, Delorean J.	Plant Operator FT Frontier Elementary	Food Service Assistant PT Largo Middle	01/21/13

Attachment: Jan 29 2013 FINAL HR Board Agenda Sets A & B (3829 : Request Approval of Personnel Recommendations - A)

Recommendation of Superintendent on Support Personnel
January 29, 2013
2012-2013 School Year

5

STATUS CHANGES
(Continued)

NAME OF EMPLOYEE	TO POSITION/COST CENTER	FROM POSITION/COST CENTER	DATE
Ruffin, Janet L.	School Office Clerk I FT Pinellas Park Middle	Family & Community Liaison PT Pinellas Park Middle	01/07/13
Schell, Catherine A.	Food Service Assistant PT Clearwater High	Food Service Assistant Substitute Food Services	01/07/13
Senn, Heather M.	Food Service Specialist Intern FT Palm Harbor University High	Food Service Assistant Substitute Food Services	12/03/12
Session Jr., Larry	Clerk Typist I FT Transportation	Clerical Assistant PT Transportation	01/07/13
Smith, Jacquelyn D.	ESE Associate PT Temp Belcher Elementary	Classroom Assistant Substitute Human Resources	12/12/12
Valdes, Cristy L.	Data Management Technician Osceola High	School Office Clerk II Largo High	01/14/13
Weinberg, Rhonda M.	ESE Associate FT Skyview Elementary	ESE Associate PT Skyview Elementary	01/07/13

JOB CHANGES ONLY

NAME OF EMPLOYEE	TO	FROM	DATE
Bevilacqua, Rickey A.	Manager Facilities Design/Construction	Senior Construction Coordinator	12/17/12
Cline, Alejandra F.	Child Development Associate	Child Development Associate Intern	12/17/12

Attachment: Jan 29 2013 FINAL HR Board Agenda Sets A & B (3829 : Request Approval of Personnel Recommendations - A)

Recommendation of Superintendent on Support Personnel
January 29, 2013
2012-2013 School Year

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JOB CHANGES ONLY
(Continued)

NAME OF EMPLOYEE	TO	FROM	DATE
Cooper, Sonja R.	Data Management Technician	School Office Clerk I	12/11/12
Denton, John H.	Food Service Specialist	Food Service Specialist Intern	12/07/12
DiGiovanni, Franca	Auditor	Property Control Clerk	12/17/12
Fatolitis, Michael T.	Painter-Journeyman	Painter	01/07/13
Fuller, Janice C.	Food Service Specialist	Food Service Specialist Intern	12/07/12
Happel, Susan E.	Interpreter for Deaf/Hard of Hearing I	Interpreter for Deaf/Hard of Hearing II	09/17/12
Hawkins, Shelle R.	Food Service Specialist	Food Service Specialist Intern	12/07/12
Houck, Catherine R.	Risk Management Technician	Benefits Assistant	01/14/13
Keeley, Bridget P.	Food Service Specialist	Food Service Specialist Intern	12/07/12
Maceda, Barbara J.	Food Service Specialist	Food Service Specialist Intern	12/07/12
Mobley, Lakeshia M.	School Bookkeeper I	School Office Clerk I	01/07/13
O Toole, Sara L.	Managing Officer School Health Services**	Assistant Manager, Health Services	12/18/12
Pittman, Michele	Data Management Technician	Data Management Technician Intern	12/18/12

*** Titles have been changed but not Board Approved in conjunction with the Compensation Comprehensive Action Plan

Attachment: Jan 29 2013 FINAL HR Board Agenda Sets A & B (3829 : Request Approval of Personnel Recommendations - A)

Recommendation of Superintendent on Support Personnel
January 29, 2013
2012-2013 School Year

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JOB CHANGES ONLY
(Continued)

NAME OF EMPLOYEE	TO	FROM	DATE
Riggio, Mary C.	Clerk Specialist II	Clerk Specialist I	12/17/12
Robinson Burke, Tracy L.	Food Service Specialist	Food Service Specialist Intern	12/07/12
Shingledecker, Jodi A.	Assistant Manager, Health Services	Registered Nurse	10/23/12
Williamson, Teena R.	Food Service Specialist	Food Service Specialist Intern	12/07/12
Woods, Randi L. R.	Painter-Journeyman	Painter	01/07/13

COST CENTER CHANGES ONLY

NAME OF EMPLOYEE	TO	FROM	DATE
Arndt, Helmut O.	High Point Elementary	Hospital/Homebound	12/10/12
Christy, Tina M.	Stephens Exceptional Student Education Center	Woodlawn Elementary	12/17/12
Corpuz, Jason J.	Brooker Creek Elementary	Carwise Middle	01/07/13
Covington, Gisela	Azalea Elementary	Fairmount Park Elementary	01/14/13
Escobar, Tessa M.	Eisenhower Elementary	Largo High	12/10/12
Escobar, Tessa M.	Largo High	Eisenhower Elementary	12/17/12
Gerber, Robin J.	Leila Davis Elementary	Highland Lakes Elementary	01/07/13
Nagy, Joann A.	Stephens Exceptional Student Education Center	Palm Harbor Middle	01/07/13
Wiggers, Kristin E.	Osceola Middle	Exceptional Student Education	01/07/13

Attachment: Jan 29 2013 FINAL HR Board Agenda Sets A & B (3829 : Request Approval of Personnel Recommendations - A)

Recommendation of Superintendent on Support Personnel
January 29, 2013
2012-2013 School Year

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TERMINATIONS

NAME OF EMPLOYEE	COST CENTER	DATE

Job Abandonment

Baldetti, Michael S. (W)	Transportation	01/29/13
Acosta Vallejo, Josefina (H)	Northeast High	01/29/13

Probationary Dismissal

Coorey, Frank J. (W)	Transportation	01/29/13

NAME OF EMPLOYEE	COST CENTER	DATE	REASON

Resignations

Bernard, Victoria M. (W)	Largo Middle	11/16/12	Personal
Branam, Karley L. (W)	Dunedin High	12/20/12	Moving
Brooks, Alyssa J. (W)	Ozona Elementary	01/07/13	To continue education
Carstarphen, Amanda O. (B)	Blanton Elementary	12/19/12	Personal
Crosmer, Steven D. (W)	Transportation	11/30/12	Personal
Decresie, Jennifer L. (W)	Seminole High	12/07/12	To accept another position
Delgado, Robert (H)	Maintenance	12/09/12	Personal
Farid, Karim (W)	Transportation	12/14/12	To accept another position
Grant Jr., William S. (B)	Seminole Middle	12/21/12	Probationary employee resignation
Hooker, Aviva Y. (B)	James B. Sanderlin PK-8	12/21/12	To continue education
Jones, Paul V. (B)	Campbell Park Elementary	01/11/13	Resigned in lieu of recommendation for dismissal

Attachment: Jan 29 2013 FINAL HR Board Agenda Sets A & B (3829 : Request Approval of Personnel Recommendations - A)

Recommendation of Superintendent on Support Personnel
January 29, 2013
2012-2013 School Year

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TERMINATIONS
(Continued)

NAME OF EMPLOYEE	COST CENTER	DATE	REASON
<u>Resignations</u> (Continued)			
Murray, Patrick D. (W)	Shore Acres Elementary	01/11/13	Moving
Oxley, Timothy M. (W)	Hamilton Disston	01/09/13	Moving
Quinlan Jr., James M. (W)	Pinellas County Schools Police Dept.	01/07/13	To accept another position
Roberts, Shaun'tia L. (B)	School Health Services	01/07/13	To continue education
Sheppard, Tavika S. (B)	Nina Harris Exceptional Student Educational Center	12/28/12	To continue education
Simon, Shannon L. (W)	Cross Bayou Elementary	12/21/12	To accept another position
Skinner, Teresa A. (W)	High Point Elementary	12/14/12	Personal
Wieland, Kalie E. (W)	Gulfport Elementary	12/21/12	To continue education
Woltcheck, Michael S. (W)	Maintenance	01/08/13	Resigned under investigation
<u>Retirements</u>			
Buxton, Bonnie J. (W)	Transportation	01/11/13	Retirement from DROP
Ciccimarro, Angela (W)	Ozona Elementary	11/28/12	Normal retirement
Coleman, Richard C. (B)	St. Petersburg High	02/28/13	Retirement from DROP
Cron, Alan D. (W)	Central Printing Services	12/31/12	Early Retirement
Dolce, Bernadette R. M. (W)	Lynch Elementary	12/31/12	Normal retirement

Attachment: Jan 29 2013 FINAL HR Board Agenda Sets A & B (3829 : Request Approval of Personnel Recommendations - A)

Recommendation of Superintendent on Support Personnel
January 29, 2013
2012-2013 School Year

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TERMINATIONS
(Continued)

NAME OF EMPLOYEE	COST CENTER	DATE	REASON
<u>Retirements</u> (Continued)			
Goldhammer, Henry N. (W)	Countryside High	01/17/13	Retirement from Investment Plan
Hanley, Nancy L. (W)	Dixie Hollins High	12/15/12	Retirement from DROP
Ramos, Nancy C. (W)	Risk Management and Insurance	01/07/13	Retirement from DROP
Rigsby, Betty Jo (W)	Human Resources	01/25/13	Early retirement
Rish, Daniel J. (W)	Brooker Creek Elementary	12/31/12	Normal retirement

ADJUSTMENTS

NAME OF EMPLOYEE	COST CENTER	ADJUSTMENT
Stickney, Victoria A. (W)	Northwest Elementary	Adjustment to the December 11, 2012 Board Agenda, Set B, Terminations: Change to Early Retirement from Normal retirement

APPROVED: _____
Michael A. Grego, Ed.D.
Superintendent of Schools

Attachment: Jan 29 2013 FINAL HR Board Agenda Sets A & B (3829 : Request Approval of Personnel Recommendations - A)

01/29/13 05:30 PM

Regular School Board Meeting301 Fourth Street SW
Largo, FL 33770**Pinellas County
Schools****ADOPTED****REQUEST FOR APPROVAL (ID # 3812)**

January 29, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, Ed.D. SUPERINTENDENT

SUBJECT: Request Approval of the Following Special Projects:

- A. Amendment (additional funds) to IDEA Part B Grant \$1,400,742.81
- B. Amendment (additional funds) to IDEA Part B Preschool Grant \$50,815.44
- C. Amendment (additional funds) to Carl D. Perkins Postsecondary Grant \$17,533.00
- D. Amendment (additional funds) to Title II Part A Teacher and Principal Training and Recruitment Fund Grant \$498,891.88

BACKGROUND:

- A. The additional IDEA Part B funds will be used to purchase instructional material for classrooms for students with disabilities. Academic software will be used at home over the summer for students with disabilities and summer program instructional materials.
STRATEGIC DIRECTION/GOAL: Student Achievement, Safe Learning Environment
- B. The additional IDEA Part B Preschool funds will be used to purchase instructional material for classrooms for students with disabilities.
STRATEGIC DIRECTION/GOAL: Student Achievement
- C. The additional funds to Perkins Postsecondary Grant will be used for tuition assistance for special population Career and Technical Education (CTE) students.
STRATEGIC DIRECTION/GOAL: Student Achievement
- D. The additional funds to Title II Part A Teacher and Principal Training and Recruitment Fund Grant will be used for stipends, consultants, and materials for additional science training and math summer institutes as well as support of non-public school participation in Title II, Part A activities as required by federal legislation.
STRATEGIC DIRECTION/GOAL: Student Achievement

ALTERNATIVES:

- 1. Approve the above listed projects.
- 2. Do not approve the projects.

RECOMMENDATIONS:

Alternative #1 will provide funds for the above listed projects.

DATA SOURCE:

Jan Urbanski, Ed. D., Director, Special Projects, (All Items)
Cindy Bania-Carter, Executive Director, Exceptional Student Education (Item A, B)
Mark Ericksen, Director, pTEC (Item C)

SUBMITTED BY:

Steven Swartzel, Director, Governmental Service

ATTACHMENTS:

- A IDEA Part B Amendment 012913 (PDF)
- B IDEA Part B-Pre K Amendment 012913 (PDF)
- C Perkins Post Secondary Amendment 012913 (PDF)
- D Title II Part A Amendment 012913 (PDF)

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, Ed.D., SUPERINTENDENT

Please approve the following for submission for funding at the School Board Meeting of:
January 29, 2013

A. Title of Project: IDEA Part B Amendment for Roll Forward Funds

If this is a contractual agreement requiring bids or formal quotes, the director of purchasing has authorized this agreement according to purchasing requirements.

___ The "**Checklist for Contractual Agreements**" form has been signed by the Project Manager and the Director of Purchasing, and submitted to the Director of Special Projects.

___ N/A

Amount of Project: Additional \$1,400,742.81 (new total: \$ 30,136,786.81)

Status of Project:

New: Renewal: Amendment: X

If Amendment:

Additional Funds: X Reduced Funds: Time Extension: Other:

Fund Source:

State: Federal: X Other:

Length of Project: 12 Months

Starting Date: July 1, 2012

Ending Date: June 30, 2013

Strategic Direction(s): Student Achievement, Safe Learning Environment

Program Description: IDEA B roll forward funds in the amount of \$1,400,742.81 will be added to the current allocation of \$28,736,044 for a new total of \$30,136,786.81. Additional funds will be used for salary and fringe for personnel for summer programs and to purchase instructional materials for classrooms for students with disabilities. Instructional materials will include:

- Academic software for use at home and over the summer for Students with Disabilities
- Curriculum-Reading adoption
 - Instructional materials (multi-grade level classrooms), providing packets to include instructor manuals/materials for each grade level
- Summer program instructional materials

Page 2:

Usage in other districts: Yes No ☒ X

Visits by PCS Staff: Date: N/A Person:

Students to be served/Target Audience: Students with disabilities

Performance Data, Research Findings, or Improvement Results: N/A; continuing entitlement project

Contact Person: Cindy Bania-Carter, Executive Director, Exceptional Student Education

Grant Proposal/Contract Developer(s): Cindy Bania-Carter, Executive Director, Exceptional Student Education

NO COST TO DISTRICT OPERATING FUNDS

Target Schools: All schools in district

Budget

Personnel (Salaries & Fringe) (all existing)	\$ 516,012.00
• instructional units	
• teaching assistants	
• behavior specialists	
• nurse	
• support personnel	
Materials & Supplies	\$ 443,016.47
Equipment and Other Capital Costs	\$ 500,000.00
Indirect Costs (Federal Funds Only)	\$ 37,714.34
TOTAL	\$ 1,400,742.81

SUPERINTENDENT TO SIGN 0 COPIES AS MARKED

BOARD CHAIRMAN TO SIGN 0 COPIES AS MARKED

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, Ed.D., SUPERINTENDENT

Please approve the following for submission for funding at the School Board Meeting of:
January 29, 2013.

B. Title of Project: Amendment (additional funds) to IDEA Part B Preschool Grant

If this is a contractual agreement requiring bids or formal quotes, the director of purchasing has authorized this agreement according to purchasing requirements.

___ The "**Checklist for Contractual Agreements**" form has been signed by the Project Manager and the Director of Purchasing, and submitted to the Director of Special Projects.

___ N/A

Amount of Project: Additional \$50,815.44 (new total: \$ 746,357.44)

Status of Project:

New: Renewal: Amendment: X

If Amendment:

Additional Funds: X Reduced Funds: Time Extension: Other:

Fund Source:

State: Federal: X Other:

Length of Project: 12 Months

Starting Date: July 1, 2012

Ending Date: June 30, 2013

Strategic Direction(s): Student Achievement

Program Description: IDEA B Preschool roll forward funds in the amount of \$50,815.44 will be added to the current allocation of \$695,542.00 for a new total of \$746,357.44. Additional funds will be used to purchase additional instructional materials for classrooms for students with disabilities.

Attachment: B IDEA Part B-Pre K Amendment 012913 (3812 : Special Projects)

Page 2:

Usage in other districts: Yes No X

Visits by PCS Staff: Date: N/A Person:

Students to be served/Target Audience: Pre-Kindergarten students with disabilities

Performance Data, Research Findings, or Improvement Results: N/A; continuing entitlement project

Contact Person: Cindy Bania-Carter, Executive Director, Exceptional Student Education

Grant Proposal/Contract Developer(s): Cindy Bania-Carter, Executive Director, Exceptional Student Education

NO COST TO DISTRICT OPERATING FUNDS

Target Schools: All schools in district

Budget

Materials & Supplies	\$ 48,594.81
Indirect Costs (Federal Funds Only)	\$ 2,220.63
TOTAL	\$ 50,815.44

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BOARD CHAIRMAN TO SIGN 0 COPIES AS MARKED

Attachment: B IDEA Part B-Pre K Amendment 012913 (3812 : Special Projects)

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, Ed.D., SUPERINTENDENT

Please approve the following for submission for funding at the School Board Meeting of:
January 29, 2013.

C. Title of Project: Amendment (additional funds) to Carl D. Perkins Postsecondary Grant

If this is a contractual agreement requiring bids or formal quotes, the director of purchasing has authorized this agreement according to purchasing requirements.

 The "**Checklist for Contractual Agreements**" form has been signed by the Project Manager and the Director of Purchasing, and submitted to the Director of Special Projects.

 X N/A

Amount of Project: Additional \$17,533.00 (new total: \$ 527,887.00)

Status of Project:

New: Renewal: Amendment: X

If Amendment:

Additional Funds: X Reduced Funds: Time Extension: Other:

Fund Source:

State: Federal: X Other:

Length of Project: 12 Months

Starting Date: July 1, 2012

Ending Date: June 30, 2013

Strategic Direction(s): Student Achievement

Program Description: Perkins postsecondary roll forward funds in the amount of \$17,533.00 will be added to the current allocation of \$527,887.00 for a total award of \$545,420.00. Additional funds will be used for tuition assistance for special population Career and Technical Education (CTE) students.

Attachment: C Perkins Post Secondary Amendment 012913 (3812 : Special Projects)

Page 2:

Usage in other districts: N/A Yes No

Visits by PCS Staff: N/A Date: Person:

Students to be served/Target Audience: Career and Technical Education students, to include special population groups such as: displaced homemakers, disabled, single pregnant mothers, single parents, non-traditional students, economically disadvantaged and individuals with limited English proficiency.

Performance Data, Research Findings, or Improvement Results:
N/A—Entitlement program grant

Contact Person: Mark Ericksen, Director, pTEC

Grant Proposal/Contract Developer(s): Bethany Greenley, pTEC

NO COST TO DISTRICT OPERATING FUNDS

Target Schools:

Budget

Materials & Supplies	\$ 16,767.00
Indirect Costs (Federal Funds Only)	\$ 766.00
TOTAL	\$ 17,533.00

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BOARD CHAIRMAN TO SIGN 0 COPIES AS MARKED

Attachment: C Perkins Post Secondary Amendment 012913 (3812 : Special Projects)

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, Ed.D., SUPERINTENDENT

Please approve the following for submission for funding at the School Board Meeting of:
January 29, 2013.

D. Title of Project: Amendment (additional funds) to Title II Part A Teacher and Principal Training and Recruitment Fund Grant

If this is a contractual agreement requiring bids or formal quotes, the director of purchasing has authorized this agreement according to purchasing requirements.

___ The "**Checklist for Contractual Agreements**" form has been signed by the Project Manager and the Director of Purchasing, and submitted to the Director of Special Projects.

 X N/A

Amount of Project: \$ 498,891.88 additional (new total: \$5,406,826.88)

Status of Project:

New: Renewal: Amendment: X
If Amendment:

Additional Funds: X Reduced Funds: Time Extension: Other:

Fund Source:

State: Federal: X Other:

Length of Project: 12 Months

Starting Date: July 1, 2012

Ending Date: June 30, 2013

Strategic Direction(s): Student Achievement

Program Description: Title II-A provides funds for training, retention, and recruitment of teachers and principals, with emphasis on ensuring that teachers of core academic subjects are infield and effective, especially at low poverty schools. Roll forward funds in the amount of \$498,891.88 will be added to the budget approved on June 12, 2012 resulting in a new grant total of \$5,406,826.88. Additional funds will be used for stipends, consultants, and materials for additional science training and math summer institutes as well as support of non-public school participation in Title II, Part A activities as required by federal legislation.

Page 2:

Usage in other districts: Yes X No

Visits by PCS Staff: NA Date: Person:

Students to be served/Target Audience: Teacher and administrators district wide

Performance Data, Research Findings, or Improvement Results:
NA – Entitlement

Contact Person: Jan Urbanski, Ed. D. Director, Special Projects

Grant Proposal/Contract Developer(s): Jan Urbanski, Ed. D. Director, Special Projects

NO COST TO DISTRICT OPERATING FUNDS

Target Schools: All schools

Budget

Personnel (Salaries & Fringe)	\$ 227,090.00
• training stipends	
Materials and Supplies	\$ 100,000.00
Purchased Services	\$ 150,000.00
• training consultants	
Indirect Costs (Federal Funds Only)	\$ 21,802.00
TOTAL	\$ 498,892.00

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BOARD CHAIRMAN TO SIGN 0 COPIES AS MARKED

Attachment: D Title II Part A Amendment 012913 (3812 : Special Projects)

ADOPTED

REQUEST FOR APPROVAL (ID # 3820)

January 29, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, Ed.D., SUPERINTENDENT

SUBJECT: Request Approval of the High School Course Code Directory and the Uniform Course Descriptions for 2013-2014

RATIONALE:

Approval of the new High School Uniform Course Descriptions will provide schools with current curriculum information recommended by the state and local stakeholders. This information is needed in the preparation of each high school's 2013-2014 curriculum guide.

STRATEGIC DIRECTION: Student Achievement

ALTERNATIVES:

1. Approve the directory and description booklet as submitted.
2. Do not approve the directory and description booklet as submitted.

RECOMMENDATION:

Alternative No. 1 is recommended.

BACKGROUND:

Florida Statute requires school board approval for the adoption of courses of study for use in the district's schools. Each year a number of revisions in the High School Uniform Course Descriptions (UCD) must be made due to changes in state law, the addition and/or deletion of course offerings in the State Course Code Directory (CCD) and recommendations by high school administrators and the secondary content specialists.

This year the additions/deletions to the district's course offerings include Computer Education, Dance, ESE, Library/Media, Math, Music, PRE-AICE/AICE, Science, Social Studies, Theatre, Visual Arts and World Languages. For a listing of these changes, please see Attachment A.

IMPACT STATEMENT:

There is no cost to the district.

DATA SOURCES

Rita Vasquez, Director, Secondary Education
Lynn S. Holloway, Resource Teacher, Student Achievement
Content Area Specialists, Teaching and Learning Services

SUBMITTED BY:

William Lawrence, Associate Superintendent, Teaching and Learning Services

Request for Approval (ID # 3820)

Meeting of January 29, 2013

ATTACHMENTS:

- Consent - HS Course List 13-14 (PDF)

Agenda Item: Request Approval of the High School Course Code Directory and the Uniform Course Descriptions for 2013-14.

Attachment A

HS New Courses Added	Course Number	Course Name
ESE	7980040	Preparation for Entrepreneurship/Self Employment
Marketing	8800420	Hospitality & Tourism Cooperative Education OJT
	8801000	Hospitality & Tourism Directed Study
Math	1200410	Math for College Success
	1206315	Geometry for Credit Recovery
Music	1305400	Music Ensemble 1
	1305410	Music Ensemble 2
	1305420	Music Ensemble 3
	1305500	Music Techniques 1
	1305510	Music Techniques 2
	1305520	Music Techniques 3
Science	2000315	Biology 1 for Credit Recovery
Social Studies	2104330	Voluntary School/Community Service
Theatre	0400350	Theatre History and Literature 1

HS Current Courses Name Changed	Course Number	Course Name
Dance	0300330	Q Dance Techniques 3 to Dance Techniques 3 Honors
	0300450	Dance History/Appreciation 1 to Dance History and Aesthetics 1
	0300460	Q Dance History/Appreciation 2 to Dance History and Aesthetics 2 Honors
	0300600	Dance Kinesiology and Somatics 2 Honors to Dance Kinesiology and Somatics 2
Music	1302340	Q Band 5 to Band 5 Honors
	1302350	Q Band 6 to Band 6 Honors
	1303360	Chorus High/Low Range 1 to Chorus Register Specific 1
	1303370	Chorus High/Low Range 2 to Chorus Register Specific 2
	1303380	Chorus High/Low Range 3 to Chorus Register Specific 3
	1303390	Q Chorus High/Low Range 4 Honors to Chorus Register Specific 4
	1304300	Electronic Music 1 to Music Technology and Sound Engineering 1
	1304310	Electronic Music 2 to Music Technology and Sound Engineering 2
	1304320	Q Electronic Music 3 to Music Technology and Sound Engineering 3
	0400430	Stagecraft 3 to Technical Theatre: Design and Production 3
	0400440	Q Stagecraft 4 Honors to Technical Theatre: Design and Production 1

Attachment: Consent - HS Course List 13-14 (3820 : Request Approval-High School Course Code Directory and the Uniform Course

Agenda Item: Request Approval of the High School Course Code Directory and the Uniform Course Descriptions for 2013-14.

Attachment A

HS New Courses Q Added	Course Number	Course Name
Music	1304330	Q Music Technology & Sound Engineering 4 Honors
	1305430	Q Music Ensemble 4 Honors
	1305530	Q Music Techniques 4 Honors
PRE-AICE/AICE	0107480	Q AICE Art & Design Film and Video
	0708536	Q Pre-AICE Spanish
	0708538	Q AICE Spanish Language AS
	1001550	Q AICE English Language AS
	1700374	Q AICE Think SKLS 2 AL
	2000321	Q AICE Biology AS
	2001381	Q AICE Environmental Management Science
	2002515	Q AICE Marine Science I
	2003371	Q AICE Chem I AS
	2100500	Q AICE US History AS
	2102321	Q AICE ECON 1 AS
	2102322	Q AICE ECON 2 AL
	2107360	Q AICE Psych I AS
	2108310	Q AICE Sociology I AS
Theatre	0400360	Q Theatre History and Literature 2 Honors
Visual Arts	0100330	Q Art History and Criticism 1 Honors
	0100340	Q Art History and Criticism 2 Honors
	0107460	Q Visual Technology 3 Honors
World Languages	0706375	Q Advanced Placement: LATIN AP Latin

HS Q Courses Deleted	Course Number	Course Name
Computer Education	0200350	Q Computer Applications in Science and Engineering
Dance	0300470	Q Dance Aesthetics 1 Honors
	0300610	Q Dance Aesthetics 2 Honors
Library Media	1100330	Q Television Production 4 Honors
	1100331	Q Television Production 5 Honors
	1100332	Q Television Production 6 Honors
	1100333	Q Television Production 7 Honors
	1100334	Q Television Production 8 Honors
	1100390	Q Radio Broadcasting 3 Honors
	1100400	Q Radio Broadcasting 4 Honors

Attachment: Consent - HS Course List 13-14 (3820 : Request Approval-High School Course Code Directory and the Uniform Course

Agenda Item: Request Approval of the High School Course Code Directory and the Uniform Course Descriptions for 2013-14.

Attachment A

Theatre	0400480	Q Comprehensive Theatre 3 honors
	0400480	Q Comprehensive Theatre 4 honors
	0400640	Q Voice and Diction 3 honors
	0400490	Q Theatre History and Literature 3 Honors
	0400450	Q Comprehensive Theatre 1
	0400460	Q Comprehensive Theatre 2
	0400600	Q Theatre Technology 1
	0400530	Q Stage Makeup
	0400610	Q Stage Makeup 2
	0400520	Q Costume Design
	0400540	Q Voice and Diction 2
	1300320	Q Music Theory 3 Honors
World Languages	0712320	Q Japanese 3 Honors
	0706370	Q AP Latin Vergil

HS Courses Deleted	Course Number	Course Name
Computer Education	0201300	Computer Programming 1
	0201310	Computer Programming 2
	0200310	Computer Applications 1
	0200330	Computer Applications 2
	0200390	Information Design
	0200385	Interactive Design
	0200360	Emergent Computer Technologies
	0200340	Applied Computer Technology
Library Media	1100300	Television Production 1
	1100310	Television Production 2
	1100320	Television Production 3
	1100340	Multimedia Production
	1100360	Introduction to Radio Broadcasting
	1100370	Radio Broadcasting 1
	1100380	Radio Broadcasting 2
	1100420	Digital Video Production 1
	1100430	Digital Video Production 2
Math	1200400	Intensive Math
Music	1301300	Introduction to Music Performance
	1301310	Music Appreciation
	1300390	American Musical Theatre 1
	1300391	American Musical Theatre 2
Musical Theater	1300400	Musical Theater 1
	1300410	Musical Theater 2
	1300420	Musical Theater 3
	1300422	Musical Theater 4

Attachment: Consent - HS Course List 13-14 (3820 : Request Approval-High School Course Code Directory and the Uniform Course

Agenda Item: Request Approval of the High School Course Code Directory and the Uniform Course Descriptions for 2013-14.

Attachment A

World Languages	0712300	Japanese 1
	0712310	Japanese 2

Please note: These changes were determined by district content specialists working with DOE personnel in each subject area.

ADOPTED

REQUEST FOR APPROVAL (ID # 3821)

January 29, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, Ed.D., SUPERINTENDENT

SUBJECT: Request Approval of the Middle School Course Code Directory and the Uniform Course Descriptions for 2013-2014

RATIONALE:

Approval of the new Middle School Uniform Course Descriptions will provide schools with current curriculum information recommended by the state and local stakeholders. This information is needed in the preparation of each Middle school's 2013-2014 curriculum guide.

STRATEGIC DIRECTION: Student Achievement

ALTERNATIVES:

1. Approve the directory and description booklet as submitted.
2. Do not approve the directory and description booklet as submitted.

RECOMMENDATION:

Alternative No. 1 is recommended.

BACKGROUND:

Florida Statute requires school board approval for the adoption of courses of study for use in the district's schools. Each year a number of revisions in the Middle School Uniform Course Descriptions (UCD) must be made due to changes in state law, the addition and/or deletion of course offerings in State Course Code Directory (CCD) and recommendations by middle school administrators and the secondary content specialists.

This year the additions/deletions to the district's course offerings include Computer education, Dance, IB MYP, Library/Media, Math, Music, Social Studies, Theatre, Visual Arts and World Languages. For a listing of these changes, please see Attachment A.

IMPACT STATEMENT:

There is no cost to the district.

DATA SOURCES

Rita Vasquez, Director, Secondary Education
 Lynn S. Holloway, Resource Teacher, Student Achievement
 Content Area Specialists, Teaching and Learning Services

SUBMITTED BY:

William Lawrence, Associate Superintendent, Teaching and Learning Services

Request for Approval (ID # 3821)

Meeting of January 29, 2013

ATTACHMENTS:

- Consent - MS Course List 13-14 (PDF)

Agenda Item: Request Approval of the Middle School Course Code Directory and the Uniform Course Descriptions for 2013-14.

Attachment A

MS New Courses Added	Course Number	Course Name
Dance	0300080	M/J Dance Celebration for Students of Mixed Abilities
IB MYP	0600060	IB MYP Exploratory Wheel 1
	0600070	IB MYP Exploratory Wheel 2
	1501132	IB MYP Comprehensive Physical Education 3
	1001840	Q IB MYP English I
	1206810	Q IB MYP Geometry
	2002415	Q IB MYP Integrated Science
Math	1205080	M/J Pre-Algebra, Advanced
Music	1301100	Exploring Music 2
	1301110	Exploring Music 3
	1303200	M/J Music Ensemble 1
	1303210	M/J Music Ensemble 2
	1303220	M/J Music Ensemble 3
	1303230	M/J Music Techniques 1
	1303240	M/J Music Techniques 2
	1303250	M/J Music Techniques 3
Social Studies	2104010	M/J Engaged Citizenship through Student Learning
Theatre	0400110	M/J Technical Theatre: Design and Production
Visual Arts	0100070	M/J Art in World Cultures
	0101005	M/J Exploring 2/D Art
	0101035	M/J Exploring 3/D Art
World Languages	0710000	M/J World Language Humanities for International Studies 1
	0710010	M/J World Language Humanities for International Studies 2
	0710020	M/J World Language Humanities for International Studies 3
	0717300	American Sign Language 1
	0717310	American Sign Language 2
	0711300	Chinese 1
	0711310	Chinese 2
	0701320	French 1
	0701330	French 2
	0708340	Spanish 1
	0708350	Spanish 2
	0709300	Spanish for Spanish Speakers 1
	0709310	Spanish for Spanish Speakers 2
	0706300	Latin 1
	0703320	Greek 1
	0703330	Greek 2

Agenda Item: Request Approval of the Middle School Course Code Directory and the Uniform Course Descriptions for 2013-14.

Attachment A

MS Courses Deleted	Course Number	Course Name
Business	2300000	M/J Employability Skills
	2300010	M/J General Business
	2300030	M/J Keyboarding, Personal
	2300040	M/J Keyboarding
Computer Education	0200010	M/J Computer Applications 1
	0200020	M/J Computer Applications 2
	0200040	M/J Emergent Technologies
	0200060	M/J Exploring the Internet
	0201000	M/J Introduction to Computer
Dance	0300040	M/J Dance 5
	0300050	M/J Dance 6
ESE	7810010	Language Arts:6-8
	7810020	Reading: 6-8
	7810030	Communications: 6-8
	7812010	Mathematics: 6-8
	7820010	Science: 6-8
	7821010	Social Studies: 6-8
	7821020	Social Studies: 6-8 & Career Planning
	7855010	Academics: 6-8
	7855030	Academic Skills: 6-8
	7855032	Academic Skills: 6-8 & Career Planning
	7855050	Developmental Skills: 6-8
	7863002	Social Personal Skills & Career Planning
	7880010	Exploratory Vocational: 6-8
Family and Consumer Science	2302000	M/J Family and Consumer Sciences
IB MYP	1205090	M/J Math 1 MYP IB
Social Studies	2109010	M/J World History
Music	1301000	M/J General Music I
	1301010	M/J General Music 2
	1301020	M/J General Music 3
Theatre	0400040	M/J Drama 5
	0400050	M/J Drama 6
Math	1200310	Algebra 1
	1200370	Algebra 1 A
World Languages	0705000	M/J Italian, Beginning
	0705010	M/J Italian, Intermediate

Attachment: Consent - MS Course List 13-14 (3821 : Request Approval-Middle School Course Code Directory and the Uniform Course

Agenda Item: Request Approval of the Middle School Course Code Directory and the Uniform Course Descriptions for 2013-14.

Attachment A

	0705020	M/J Italian, Advanced
	0704010	M/J American Sign Intermediate
	0704020	M/J American Sign Advanced
	0707010	M/J Chinese Intermediate
	0707020	M/J Chinese Advanced
	0701010	M/J French Intermediate
	0701020	M/J French Advanced
	0708010	M/J Spanish Intermediate
	0708020	M/J Spanish Advanced
	0709010	M/J Spanish Speaks Intermediate
	0709020	M/J Spanish Speaks Advanced

MS Current Courses Name Changed	Course Number	Course Name
Visual Arts	0103000	Graphic Design 1 to M/J Digital Art and Design 1
	0103010	Graphic Design 2 to M/J Digital Art and Design 2

Please note: These changes were determined by district content specialists working with DOE personnel in each subject area.

01/29/13 05:30 PM

Regular School Board Meeting301 Fourth Street SW
Largo, FL 33770**Pinellas County
Schools****ADOPTED****REQUEST FOR APPROVAL (ID # 3822)**

January 29, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, Ed.D., SUPERINTENDENT

SUBJECT: Request Approval of Renewal Agreement Between Gulf Coast Community Care and the School Board of Pinellas County

BACKGROUND:

This agreement serves the needs of Pinellas County Schools' students by providing for social services and other measures, including mental health counseling and violence prevention. This agreement is required in order to develop this mutually beneficial relationship under Florida Statutes.

STRATEGIC DIRECTION: Student Services

ALTERNATIVES:

1. Approve the agreements.
2. Do not approve the agreements.

RECOMMENDATION:

Alternative #1 is recommended.

RATIONALE:

The purpose of this agreement is to guide and direct the relationship between Pinellas County Schools and the Agency listed above to ensure cooperation when working with students. The Board approved the renewal of a similar agreement with this same agency on September 25, 2012. The reason we are submitting this updated agreement for renewal is the agency is requesting to increase the services they provide to include mental health counseling in addition to the ongoing violence prevention, and second step curriculum support and education.

IMPACT STATEMENT:

There is no cost to the district. All salary, benefits, transportation, and materials/supplies are provided by the agency.

DATA SOURCE:

Donna Sicilian, Executive Director, Student Services
David Koperski, School Board Attorney

SUBMITTED BY:

William Lawrence, Associate Superintendent, Teaching & Learning Services

ATTACHMENTS:

- Consent - Gulf Coast Community Care Agreement (PDF)

STUDENT SERVICES AGREEMENT
(Gulf Coast Community Care)

THIS AGREEMENT, made this 29 day of January, 2013, by and between the SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, hereinafter referred to as the "Board," and Gulf Coast Community Care hereinafter referred to as "Agency."

WITNESSETH:

WHEREAS, the Board has developed a policy of encouraging collaboration with community agencies to expand awareness and service to students and families; and

WHEREAS, Agency desires to support students and families by providing qualified professionals to assist students who may be experiencing behavioral/emotional problems, family problems, or indications of substance abuse; and

WHEREAS, Agency presently has personnel available to provide onsite services to students who are referred through student services teams at selected schools; and

WHEREAS, the Board is committed to providing appropriate services for school age children; and

WHEREAS, the parties to this Agreement desire a maximum degree of cooperation and administrative planning, consistent with applicable law, in order to provide effective services for children who are referred for professional services.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Agency will provide a qualified professional ("Professional") to provide the following services: violence prevention, second step curriculum support and education, and mental health counseling.
2. Professional will provide these services and only these services to students referred through the school-based student services team from each of the selected schools. The Agency will annually send to the Board's Executive Director of Student Services a resume and job description of the Professional, along with proof of professional liability/malpractice insurance in the coverage amount of not less than One Million Dollars per occurrence/ Two Million Dollars aggregate, naming the Board as an additional insured. The Board's Executive Director of Student Services will review the qualifications of each Professional for a match between professional competencies and services to be rendered. The Agency will comply with all relevant state statutes regarding professional services.
3. Agency agrees to assign and send to schools only those Professionals, agents, employees, or subcontractors of Agency who have passed a Level 2 background screening, either with Agency or through the Board's fingerprinting and background screening process (see information on the School Board's website at www.pcsb.org by clicking on "Business," then "Vendors," then "Jessica Lunsford Act"). Board is entitled, upon request, to review any proof of background screening completed by Agency.

4. The activities of the Professional will be monitored by the student services team, the school's principal, the Board's Executive Director of Student Services and the administration at Agency.

5. The Professional is strictly prohibited from any activity which constitutes generation of self-referrals, or referrals to Agency. If a Professional believes a student has special needs beyond the scope available in the school setting, the Professional will provide consultation to school personnel only. Professional and other Agency personnel will not participate in the referral process. School personnel will present a variety of referral options to parents, including appropriate community agencies.

6. The parties intend Professional to be an independent contractor, and not an employee of the Board, in the performance of these services. Professional shall have the right to control and determine the method and means of performing the services, and retains the right to work for other clients during the time frame of the relationship with Board. Professional is responsible for all expenses required for performance of services. Professional shall not enjoy any privileges of Board employment, including but not limited to receiving employee identification badges and being assigned an email account within one or more of the Board's email systems. Further, schools' sign-in and sign-out procedures must be followed at all times by Professional and other Agency personnel.

7. Agency will agree to provide data to the school system as requested.

8. The Professional will abide by the provisions in School Board Policy 9700.01 regarding advertising.

9. A parental permission form (PCS Form 2-2821) will be required for all students referred to the Professional before services are rendered and before personally identifiable student information is provided to the Professional or Agency. Agency and Professional shall not redisclose personally identifiable student information without the express written consent of the parent, or adult student, and without advance written notice to the building principal or designee.

10. The Professional will consult with school-based student services teams upon request concerning the coordination and provision of services provided to students under this Agreement. Agency and Professional shall make their best effort to secure any and all releases necessary to share such information with the teams.

11. The Professional will be available to provide an orientation for team members as requested by the principal of the school.

12. The Professional and school personnel shall communicate and exchange appropriate student information in a manner consistent with federal laws and regulations, Florida statutes and rules, and professional ethics.

13. Neither party shall assign this Agreement. However, this Agreement may be modified in writing by the parties by mutual agreement. This Agreement may be canceled by either party upon thirty (30) day written notice. Should this Agreement be terminated, both parties agree to support students in the program to an appropriate termination of services. In the discretion of the Superintendent of Schools, this Agreement may be terminated immediately if the health, safety or welfare of students or district staff is threatened.

14. The term of this Agreement shall commence on the date this Agreement is approved by the Board and shall terminate on June 30, 2015.

15. The Agency covenants and agrees to indemnify and hold harmless the School Board and all of its officers, officials, agents, and employees from any claim, loss, or damage, arising out of or relating to any act, action, neglect, or omission of the Agency, its contractors, employees, or agents, as well as the above-referenced Professional, in the performance of this Agreement, except that Agency will not be liable under this section for damages arising out of injury or damage to persons or property directly and solely caused by the negligence of the School Board or any of its officers, agents, or employees. Nothing herein is intended by either party to waive sovereign immunity or serve as consent to be sued by a third party. The parties agree that Board's liability is subject to the monetary limitations and defenses contained in Section 768.28, F.S.

16. The contacts for the parties shall be as follows:

For the Board:

Executive Director, Student Services
301 4th Street SW
Largo, FL 33770
(727) 588-6307 tel
(727) 588-6327 fax

For Agency:

Rochelle Tatrai-Ray, Interim CEO
14041 ICOT Blvd.
Clearwater, FL 34620
(727) 538-7460

IN WITNESS WHEREOF, THE Parties hereto have executed this AGREEMENT the day and year first above written.

THE SCHOOL BOARD OF PINELLAS COUNTY, By: _____ Chairperson Attest: _____ Superintendent Date: _____ Approved as to form:  Office of School Board Attorney	AGENCY, By: _____ Attest: _____ Date: _____

ADOPTED

REQUEST FOR APPROVAL (ID # 3823)

January 29, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY SCHOOL

FROM: MICHAEL A. GREGO, Ed.D, Superintendent

SUBJECT: Request Approval of the Renewal Agreement Between Publix Super Markets and the School Board of Pinellas County, Florida for Community Based Vocational Experience

BACKGROUND:

Pinellas County Schools and Publix Super Markets have agreed that it would be mutually beneficial to provide a Community Based Vocational Experience (CBVE) program to qualified Exceptional Students. The purpose of this agreement is to specify the conditions of the CBVE program and to identify the roles and responsibilities of the School Board and Publix Super Markets.

STRATEGIC DIRECTION: Student Achievement

ALTERNATIVES:

1. Approve the agreement.
2. Do not approve the agreement.

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

This type of agreement is routine and provides opportunities not otherwise available to students to experience authentic community-based work.

IMPACT STATEMENT:

There is no cost to the district.

DATA SOURCE:

David Koperski, School Board Attorney
Cindy Bania-Carter, Executive Director, Exceptional Student Education

SUBMITTED BY:

William Lawrence, Associate Superintendent, Teaching and Learning Services

ATTACHMENTS:

- Consent - Publix Super Markets Agreement (PDF)

COMMUNITY-BASED VOCATIONAL EDUCATION AGREEMENT

This COMMUNITY-BASED VOCATIONAL EDUCATION AGREEMENT ("Agreement") is made and entered into between The School Board of Pinellas County, Florida herein called ("School") and Publix Super Markets, Inc. herein called ("Publix").

DEFINITIONS

Exceptional Students mean students with disabilities who meet state guidelines for special education.

Community-Based Vocational Education ("CBVE") means a program under the direction of a secondary school system to prepare Exceptional Students for paid employment. Schools in partnership with local participating businesses agree to provide vocational training for qualified Exceptional Students based on a student's training plan. The CBVE program is designed and executed in such a manner that students are NOT classified as employees in accordance with the Fair Labor Standards Act ("FLSA") criteria and are NOT paid for their participation or activities in the CBVE program.

TERM AND TERMINATION

This Agreement shall be in effect for the period beginning on February 8, 2013 and ending on February 8, 2014 (the "Term").

Either party may terminate this Agreement at any time and for any reason upon five (5) days written notice to the other party with no further obligations.

PURPOSE OF AFFILIATION

The School and Publix have agreed that it would be mutually beneficial to provide a CBVE program to qualified Exceptional Students. The purpose of this Agreement is to specify the conditions of the CBVE program and to identify the roles and responsibilities of the School and Publix.

GENERAL PROVISIONS

During the term of this Agreement, the parties will communicate on matters of mutual concern regarding the educational and training programs for participating ESE students. The School and Publix will mutually agree on training provided in the CBVE program.

Any unforeseen questions or problems arising during the administration of the Agreement or the CBVE program shall be resolved through mutual negotiations and incorporated herein in writing prior to becoming effective.

Student participation in the CBVE program is a non-paid activity of limited duration, for an educational purpose and there is no guarantee, expressed or implied, that participation in such program will result in employment or an offer of employment for the student.

Both parties agree that no provision of this Agreement and the associated CBVE program shall interfere with Publix's policies.

The School and Publix agree that there are no third party beneficiaries to this Agreement.

RESPONSIBILITIES AND OBLIGATIONS OF THE SCHOOL

The School agrees to:

- (a) appoint a representative to act as the Program Administrator of this Agreement. The Program Administrator shall meet with Publix as necessary to ensure the effectiveness of this CBVE program.
- (b) appoint an Exceptional Student Education (ESE) teacher for students participating in the CBVE program. The ESE teacher shall be on site to provide continuous supervision, counsel, and instruction to the students in training at a Publix site according to the student's training plan.

- (c) require each CBVE student and his or her parent/guardian to acknowledge in writing that the student is a non-paid trainee in the CBVE program and that the student is at least sixteen (16) years of age, and to sign a waiver of liability. Copies of such written acknowledgements and waiver shall be provided to Publix.
- (d) provide transportation for the students to and from the Publix CBVE sites each day.
- (e) ensure that the CBVE program complies with all applicable laws, rules and regulations. Additionally, the School agrees that the Jessica Lunsford Act shall not apply to Publix or its associates involved in the CBVE program. In any event that the School, a court, or other regulatory body determines that the Jessica Lunsford Act applies to Publix or its associates involved in the CBVE program, Publix shall have the right to immediately terminate this Agreement with no further obligation.
- (f) inform each student of his/her responsibilities under this Agreement if nominated to participate in the CBVE program.
- (g) Providing liability insurance for off-site vocational training
- (h) maintain and be responsible for all records relative to student performance.
- (i) rotate students to a different training position so that no student exceeds 120 total hours of training in any single position. If mastery occurs before the end of such period of time, the student will be placed in a different training position.

The School warrants that the CBVE program is designed and executed in such a manner that students are NOT classified as employees in accordance with the Fair Labor Standards Act ("FLSA") criteria and that students are NOT paid for their participation or activities in the CBVE program.

The School expressly acknowledges and confirms to Publix that neither the School nor any student, employee, agent or contractor of the School shall ever be entitled to any benefits provided by Publix, including, without limitation, workers' compensation insurance, unemployment insurance, hospitalization and major medical insurance, or the like, and that the School shall be solely responsible for its students, employees, agents or contractors at any time utilized by the School in the performance of the CBVE program hereunder.

RESPONSIBILITIES AND OBLIGATIONS OF PUBLIX

Publix agrees to:

- (a) appoint a Publix representative who will work with the School to fulfill mutually agreed upon learning experiences for participating ESE students.
- (b) identify Publix associates to serve as role-model trainers for the ESE students.
- (c) identify training experiences for ESE students and provide on-site training in the mutually agreed to training areas with the assistance of the assigned ESE teacher.
- (d) provide input to the ESE teacher using School forms for purpose of evaluating student performance and evaluating the CBVE program results.

INSURANCE AND INDEMNITY

As provided for under common law, and to the extent specifically authorized by applicable law, including but not limited to the monetary limitations and defenses provided for in Section 768.28, F.S., each of parties to this agreement hereby agrees to indemnify and hold the other party harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the indemnifying party and which are not caused or materially contributed to by any officer, employee, agent or other representative of the indemnified party. It is further agreed that the liability and exposure for indemnification (including, but not limited to the monetary amounts of any indemnification owed by a governmental entity) will be limited to and governed by the provisions of applicable law.

The School agrees to maintain a comprehensive general liability and worker's compensation insurance coverage, or similar coverage via a self-insurance program, in accordance with applicable law.

NOTICE

All notices to Publix shall be directed to the Publix representative signing below at the address set forth below the signature line with a copy to Publix Super Markets, Inc., P.O. Box 407, Lakeland, FL 33802-0407, ATTN: General Counsel. Notices to the School shall be directed to the Program Administrator at the address set forth below the signature line.

ENTIRE AGREEMENT

This contract represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of contractual provisions are valid only if in writing and signed by both parties to this Agreement.

PUBLIX SUPER MARKETS, INC.

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: _____
an authorized representative

By: _____
Chairperson

Name: _____

Title: _____

Date: _____

Date: _____

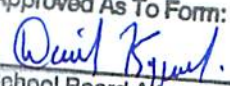
Address: _____

Address: 301 Fourth Street S.W.

Largo, FL 33770

ATTEST: _____

Superintendent

Approved As To Form:

School Board Attorneys Office

ADOPTED

REQUEST FOR APPROVAL (ID # 3824)

January 29, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, Ed. D., SUPERINTENDENT

SUBJECT: Request Approval of Agreement Between St. Petersburg College Board of Trustees and the School Board of Pinellas County

BACKGROUND:

This agreement serves to form a partnership between St. Petersburg College of Education and Campbell Park Elementary. A St. Petersburg College professor will teach an early literacy course on the campus of Campbell Park Elementary. St. Petersburg College students will interact with and support Campbell Park Elementary students in K-2 classrooms in reading. At the request of the school, specific professional development to support elementary reading will be provided by St. Petersburg College personnel to the Campbell Park faculty.

STRATEGIC DIRECTION: Student Achievement

ALTERNATIVES:

1. Approve the agreement.
2. Do not approve the agreement.

RECOMMENDATION:

Alternative #1 is recommended.

RATIONALE:

The purpose of this agreement is to form a mutually beneficial relationship for the college and the school giving the college students opportunities to work with struggling students. SPC students will gain K-2 classroom experience and Campbell Park students will receive extra support in reading.

IMPACT STATEMENT:

There is no cost to the district.

DATA SOURCES:

David Koperski, School Board Attorney
Charlene Einsel, Ph. D., Turnaround Officer
Godfrey Watson, Principal
Kathleen Young-Parker, Director Elementary Education

SUBMITTED BY:

William Lawrence, Associate Superintendent, Teaching and Learning Services

Request for Approval (ID # 3824)

Meeting of January 29, 2013

ATTACHMENTS:

- Consent - SPC - Campbell Park Agreement (PDF)

AGREEMENT
between
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
and
ST. PETERSBURG COLLEGE
regarding
THE CAMPBELL PARK READING INITIATIVE

THIS AGREEMENT is made and entered into by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA ("School Board"), 301 Fourth Street SW, Largo, Florida 33770, and THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE ("SPC"), P.O. Box 13489, St. Petersburg, Florida 33733.

WITNESSETH

WHEREAS, SPC and the School Board wish to collaborate to increase literacy rates among Pinellas County students struggling in reading; and

WHEREAS, SPC and the School Board further wish to collaborate to provide opportunities for SPC College of Education students to tutor Pinellas County students struggling in reading.

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

1. The recitals are true and correct and are hereby incorporated by reference.
2. Term of Project: This project shall begin upon execution of this Agreement by both parties and end on May 10, 2013. The parties reserve the right to extend this Agreement for a specified period of time by written amendment signed by both parties.
3. Scope of Work: The scope of work is described in Attachment A.
4. Independent Contractors: By this Agreement, the parties intend to establish between themselves the relationship of mutually independent contractors. Each party and its officers, employees, agents or contractors thereof shall not be deemed by virtue of this Agreement to be the officers, employees, agents or contractors of the other party.
5. Non-Discrimination: The parties to this Agreement agree not to discriminate on the basis of race, color, religion, sex, age, national origin, marital status, sexual orientation, gender identity, genetic information, or against any qualified individual with disabilities in its employment practices or in the admission and treatment of students. Recognizing that sexual harassment constitutes discrimination on the basis of sex and violates this provision, the parties agree not to tolerate such conduct.
6. Retention of Records: SPC agrees to maintain records of all documents relating to this Agreement for three (3) years and to submit documentation as requested by the School Board for audit purposes. Both parties acknowledge that they are subject to and agree to comply with the Public Records Law of the State of Florida, Chapter 119, Florida Statutes.

7. Termination: Either party may terminate this Agreement upon no less than thirty (30) days prior written notice to the other party.
8. Liability: The School Board and SPC agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence subject to the monetary limitations and defenses provided by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the School Board or SPC. Nothing herein shall be construed as consent by the School Board or SPC to be sued by third parties for any matter arising out of or relating to this Agreement.
9. Contact Persons: The School Board and SPC designate the following persons to direct this project:

For SPC:	Dr. Kimberly J. Hartman Dean, College of Education St. Petersburg College P.O. Box 13489 St. Petersburg, FL 33733
For School Board:	Dr. Charlene Einsel Turnaround Officer Pinellas County Schools 301 4 th Street SW Largo, FL 33770
10. Notices: Any notice required under this Agreement shall be delivered to the designated representative of the other party by certified mail, return receipt requested, or in person with proof of delivery.
11. Applicable Law; Venue: This Agreement and the rights and obligations of the parties shall be governed by and construed according to the laws of the State of Florida. Venue for purposes of any action brought to enforce or construe this Agreement shall lie in Pinellas County, Florida.
12. Signatures Required: This Agreement is valid and enforceable only upon being fully executed by authorized persons whose signatures are required in order to bind the parties.
13. Captions: The captions to the paragraphs of this Agreement are for the convenience of reference only, do not form a part of this Agreement, and shall not affect its interpretation.
14. Entire Agreement; Modifications: This Agreement, along with the addendum entitled Attachment A, constitutes the entire Agreement of the parties, and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with this subject. No modification or amendment to this Agreement shall be binding on the parties unless the same is in writing and signed by the parties.
15. Confidential Student Records: Prior to any SPC personnel or agent having access to confidential student records, the School Board will obtain parental consent for release of such confidential student record information to SPC personnel or authorized agents. Each party to this Agreement

agrees to protect the rights of students with respect to records created, maintained, and used by either party in accordance with state and federal law.

IN WITNESS WHEREOF, the parties have set their hands and seals, on the date first above written.

The School Board
of Pinellas County

Signature: _____
Name: _____
Its: _____

The Board of Trustees
of St. Petersburg College

Signature: Anne M. Cooper
Name: _____
Its: ANNE M. COOPER, SENIOR VICE PRESIDENT

Approved As To Form:

David Karpman
School Board Attorneys Office

APPROVED
AS TO FORM AND CONTENT

SLGps
COLLEGE ATTORNEY

Approved by: AMC

On: 7/20/12

Attachment A

The School Board will provide the following:

1. Access to classrooms serving K-2 students on the Campbell Park Elementary campus.
2. Allow SPC students to interact with students and teachers in the classroom setting during their class time on campus.
3. Appropriate classroom space for the SPC class to meet at the Campbell Park Elementary location.
4. Space will include adequate furniture, lighting, ventilation, heat and air conditioning, utilities, maintenance, and daily custodial services.

St. Petersburg College will provide the following:

1. A Professor from the College of Education to teach an early literacy course, RED 3309 or other requested reading courses, on the campus of Campbell Park Elementary allowing for SPC students to interact with and support Campbell Park students who are struggling to learn to read.
2. Tutoring by SPC students, through their school based hour requirement, to support students' early literacy development.
3. Professional Development for teachers as requested by Pinellas County Schools to support the Elementary Reading at Campbell Park Elementary school
4. Compliance with all provisions of Florida Statutes and the applicable rules of the State Board of Education and federal legislation including but not limited to the Individuals with Disabilities Education Act.

St. Petersburg College and the School Board will collaborate to:

1. Communicate and exchange appropriate information as required and in a manner consistent with Florida Statutes, rules, and professional ethics; student record exchange is addressed further in Sections 6 and 15 of the Agreement.
2. Develop a Safe Learning Environment/Crisis Plan. The plan will include provisions for ensuring the safety of educational personnel and students.
3. Follow the School Board approved Pinellas County Policies
4. Follow the School Board approved Code of Student Conduct

ADOPTED

REQUEST FOR APPROVAL (ID # 3804)

January 29, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, Ed.D., SUPERINTENDENT

SUBJECT: Request Approval of the Lease-Purchase Agreement With the City of Safety Harbor, Florida, for the Property Located at 0 Elm Street, Safety Harbor, Florida, Known as the Former Safety Harbor Secondary School Site

BACKGROUND:

Safety Harbor Secondary School was closed in June, 2009 and the building demolished. In February of 2011, the City of Safety Harbor approached the school district about obtaining the 5.5 acre site, making minimal parkland improvements and then maintaining the site as a passive park. This proposal was discussed at the September 18, 2012 school board workshop.

STRATEGIC DIRECTION: Community Relations

ALTERNATIVES:

1. Approve the Lease-Purchase Agreement
2. Do not approve the Lease-Purchase Agreement

RECOMMENDATION:

Alternative 1 is recommended.

RATIONALE:

The City of Safety Harbor desires to lease-purchase the vacant land where the Safety Harbor Secondary School was located for creation of a passive neighborhood park in accordance with the terms and conditions of the proposed Lease-Purchase Agreement. The property is too small for a new school. The Lease-Purchase Agreement is in the best financial interest of the School Board.

IMPACT STATEMENT:

The lease-purchase of the site will eliminate ongoing maintenance expenses and liability exposure. It is in the best interest of the school district to lease-purchase this unused property and use the proceeds to support on-going educational efforts of the School Board.

DATA SOURCE:

David Koperski, School Board Attorney
Debbie Forster, Real Estate Analyst
Matthew Spoor, City of Safety Harbor Manager

SUBMITTED BY:

Michael Bessette, Associate Superintendent, Operational Services

Request for Approval (ID # 3804)

Meeting of January 29, 2013

ATTACHMENTS:

- Safety Harbor Lease (PDF)

LEASE-PURCHASE AGREEMENT

THIS LEASE PURCHASE AGREEMENT ("Agreement"), is made on this 1st day of February, 2013 by and between the School Board of Pinellas County, Florida, the governing body of the Pinellas County school district (the "School Board"), and the City of Safety Harbor, Florida, a Florida municipal corporation (the "City").

FOR AND IN CONSIDERAION of the payment of rent stated herein and the mutual covenants and agreements contained herein, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

Section 1. LEASE OF REAL PROPERTY.

1.1 Lease. The School Board hereby demises and leases to the City and the City hereby takes and rents from the School Board the following described premises situated in the County of Pinellas, State of Florida, at 0 Elm Street, Safety Harbor, Florida, which bears parcel identification number 04-29-16-51822-002-0070

LINCOLN HEIGHTS BLK 2, LOTS 7, 8 & 9 & ALL OF VAC 5FT ALLEY ADJ TO
SD LOTS ON W TOGETHER WITH N 660FT OF W 1/4 OF NW 1/4 OF NE ¼

Together with any improvements situated thereon and all easements, right, licenses and appurtenances used in connection therewith or belonging thereto (the "Property").

1.2 Lease Term. The initial term of the lease described in Section 1.1 (the "Lease") shall begin on the 1st day of February, 2013, and shall continue for fifty (50) years from the date thereof.

1.3 Rent. During the term of the Lease, the City shall pay unto the School Board rent for the Property in annual installments of Five Thousand U.S. Dollars and NO/100 (\$5,000.00) to be paid on or before the 1st day of February [month] each year. The full amount of each rent payment shall be credited toward the purchase of the Property.

1.4 Conditions of the Property. The City will keep the Property in what it deems, in its sole discretion, good condition. Any loss by fire, inevitable accident, act of God or ordinary wear and tear is expressly excepted from this requirement.

1.5 Use of Property. While the Property is being leased and before purchase, the City shall use the Property for creation of a neighborhood park. The City may make improvements to the Property at the City's sole expense for conversion of the site into an open space public park, and construction of such improvements as the City may determine appropriate for such use. Such alterations and improvements will comply with all applicable construction laws and regulation. The City will keep the Property free from any and all liens arising out of the work performed or materials furnished in making such improvements. The City shall not conduct any activities on the Property that are not directly connected to the foregoing use, it being expressly understood and agreed that the sole motivation for the School Board to lease the Property is to further the development of an open space public park.

1.6 Assignment. The City shall not assign this Agreement in whole or in part without the written consent of the School Board.

Section 2. SALE OF PROPERTY

2.1 Purchase Price. The School Board, in consideration of the rent and performance of all the covenants and agreements herein to be performed by the City under the Lease, and for the City agreeing to perform all minor repairs to the Property during the term of the Lease, hereby grants to the City an exclusive option to purchase the Property at any time during the term of this Lease for the sum of Two Hundred-Fifty Thousand U.S. Dollars and NO/100 (\$250,000.00) (the "Purchase Price") with no annual interest or accrual rate. The full amount of each of the City's rent payments shall be credited to the Purchase Price such that the fifty (50) rental payments shall constitute payment in full of the Purchase Price. However, nothing contained herein shall prevent the City from paying the Purchase Price in full at any time during the Lease.

2.2 Conveyance of the Property. Upon final rental payment or payment in full of the Purchase Price, whichever occurs sooner, the School Board shall convey fee simple title to the Property by Special Warranty Deed, free from all encumbrances except for those items approved by the City as permitted exceptions. The School Board shall, at least five (5) days before the closing of the sale of the Property, obtain an ALTA owner's policy of title insurance at its sole cost subject only to those permitted exceptions that are noted herein.

2.3 Closing Costs. All closing costs for title insurance and documentary stamps associated with the purchase of the Property shall be paid by the School Board.

Section 3. TERMINATION.

If the City fails to submit a rent payment within five (5) days of its due date or is in default of any of the covenants or agreements herein contained to be performed by the City, the School Board may terminate this Agreement; but only after giving written notice to the City of the late payment or default and only if the City fails to remit such payment or cure such default within thirty (30) days of its receipt of such notice from the School Board. Upon termination, the School Board may, at its option and without liability for trespass, enter into and upon the Property, repossess the Property and peaceably expel and remove the City, including those claiming under the City, or any person or persons occupying the same and their effects. The relief enumerated in this Section shall be the School Board's sole remedy in the event the City fails to remit the rent payment.

Section 4. MISCELLANEOUS

4.1 Entire Agreement. This Agreement contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any other manner other than by agreement in writing signed by all parties hereto or their respective successors in interest.

4.2 Indemnification. To the fullest extent permitted by law, each party agrees to assume liability for and indemnify, hold harmless and defend the other party, its mayor, commissioners, officers, board members, executives, employees, and agents from and against all liability and expense, including

reasonable attorneys' fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for breach of contract, personal injury, property damage, equitable relief, or loss of use arising out of its respective obligations under this Agreement, excluding only claims arising out of the negligence, recklessness, willful disregard for human life or property or wanton misconduct of the party to be indemnified hereunder. Any indemnification hereunder shall include all attorneys' fees and costs incurred in the enforcement of this indemnification provision. Nothing contained herein shall in any way waive any immunity from or limitation of liability that each Party enjoys presently under the constitution and Florida Statutes and particularly with respect to Chapter 768, Florida Statutes. The obligations contained in this Section shall survive the termination of this Agreement.

4.3 Appropriation. In the event the City, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for the rent under the Lease or any obligation of the City under this Agreement, the City shall notify the School Board of such occurrence and this Agreement shall be deemed terminated and the City's obligations hereunder shall be of no further force or effect.

4.4 Severability. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and shall be treated as though that portion had never been a part hereof.

4.5 Attorneys' Fees. In the event of any dispute, enforcement, legal action, or other proceeding arising under this Agreement, including bankruptcy proceedings, the prevailing party shall be entitled to recover its attorney's fees and costs from the other party(s).

4.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that venue for state actions shall lie solely in the Sixth Judicial Circuit in and for Pinellas County and for any federal action shall lie solely in the District Court for the Middle District of Florida, Tampa Division.

4.7 Notices. All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. mail, return receipt requested, addressed to the following:

IF TO THE SCHOOL BOARD:

School Board of Pinellas County, Florida
301 Fourth Street SW
Largo, FL 33779
Attn: Superintendent of Schools

IF TO THE CITY:

City of Safety Harbor
750 Main Street
Safety Harbor, Florida 34695
Attn: City Manager

Copy to: Real Estate Department
11111 S. Belcher Road
Largo, FL 33773

4.8 Headings and Section References. The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.

4.9 Authorization. Both parties to this Agreement represent and warrant that they are authorized to enter into this Agreement and that the parties executing this Agreement have full power and authority to bind their respective parties to the terms hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement on the day and year first above written.

THE SCHOOL BOARD:

WITNESS: _____
Signature of Witness

BY: _____
Chairperson

WITNESS: _____
Signature of Witness

Attest: _____
Superintendent

APPROVED AS TO FORM:

David Kaprielian
Office of General Counsel

THE CITY:

WITNESS: Heather M. Howard
Signature of Witness

BY: Andy Steingold
Andy Steingold, Mayor

WITNESS: Marit G. Hernandez
Signature of Witness

Attest: Karen Sammons
Karen Sammons, City Clerk

01/29/13 05:30 PM

Regular School Board Meeting301 Fourth Street SW
Largo, FL 33770**Pinellas County
Schools****ADOPTED****REQUEST FOR APPROVAL (ID # 3805)**

January 29, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, Ed.D., SUPERINTENDENT

SUBJECT: Request Approval of Agreement With Williamson Dacar Associates, Inc. for Architectural/Engineering and Contract Administration Services in Connection With the Replacement of Heating, Ventilation and Air Conditioning (HVAC) in Buildings 1-14, Reroof or Recap for Buildings 1-14, Lighting Upgrades, Design for Setup of Temporary Portable Classrooms, and Additional Services in the Amount of \$384,475 at Oldsmar Elementary, Project No. 9060

BACKGROUND:

Pursuant to Section 287.055 Florida Statutes, negotiations were conducted for architectural/engineering services in connection with the replacement of HVAC in Buildings 1-14, reroof or recap for Buildings 1-14, lighting upgrades, and design for temporary portable classrooms at Oldsmar Elementary.

The estimated total cost of this project is \$4,390,830. The agreement is the result of negotiations with the PA/E. The cost of this agreement is \$384,475. A copy of the agreement is attached.

STRATEGIC DIRECTION: Safe Learning Environment

ALTERNATIVES:

1. Approve the Agreement.
2. Do not approve the Agreement.

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

Approval of the agreement is necessary to proceed with the design at Oldsmar Elementary.

IMPACT STATEMENT:

Construction Cost (Construction Management Services)	\$0	
Construction Cost Sub-Total		\$0
Project Architect/Engineering Design Cost (PA/E)	\$384,475	
PA/E Sub-Total		\$384,475
Administrative and Planning Costs (Miscellaneous)	\$0	
Miscellaneous Sub-Total		\$0
Furniture, Equipment and Technology (FE & T)	\$0	
FE & T Sub-Total		\$0
Total Project Cost		\$384,475
The source of this funding is District Capital Outlay School Tax.		

DATA SOURCE:

David Koperski, School Board Attorney
Joe Maceda, Financial Reporting Analyst
Mike Parkinson, Senior Construction Coordinator
Ted Williamson, Williamson Dacar Associates, Inc.

SUBMITTED BY:

Michael Bessette, Associate Superintendent, Operational Services

/bj

ATTACHMENTS:

- Oldsmar EI PAE AGREEMENT (PDF)

AGREEMENT

THIS AGREEMENT, made and entered into this **29th day of January, 2013**, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, hereinafter referred to as the "Board" and **Williamson Dacar Associates, Inc.**, hereinafter referred to as the "Project Architect/Engineer" or the PA/E:

WITNESSETH

WHEREAS, the Board intends to construct **replacement of heating, ventilation and air conditioning (HVAC) in Buildings 1-14, reroof or recap for Buildings 1-14, lighting upgrades, design for setup of temporary portable classrooms, and additional services identified herein for Oldsmar Elementary School, Project No. 9060** hereinafter referred to as the "Project;" and

WHEREAS, the Board has established an estimated total cost of **\$4,390,830** for the Project; and

WHEREAS, the PA/E has been selected by the Board pursuant to Section 287.055, Florida Statutes (the Consultants' Competitive Negotiations Act, hereinafter referred to as "CCNA") to enter into negotiations to provide professional architectural/engineering services to the Board for this Project; and

WHEREAS, the PA/E certifies that he is properly licensed in the State of Florida and in Pinellas County to render the professional services required by this Agreement; and

WHEREAS, the Board has requested the PA/E to prepare Schematic, Preliminary and Construction Documents in accordance with the scope of the Project herein: entitled **replacement of heating, ventilation and air conditioning (HVAC) in Buildings 1-14, reroof or recap for Buildings 1-14, lighting upgrades, design for setup of temporary portable classrooms, and additional services identified herein for Oldsmar Elementary School, Project No. 9060**, hereinafter referred to as the "Project" and scheduled for approval by the

Board on the **29th day of January, 2013** and to provide construction administration during the construction of the Project and cooperate with the Office of the School Board Architect.

NOW, THEREFORE, the Board and the PA/E, for the consideration hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

I. BASIC SERVICES. The PA/E's basic services shall comply with the Florida Building Code, applicable as of the date of this Agreement, and all supplemental rules issued thereto; the Project Program or Educational Specifications; and the Office of the School Board Architect's "Project Architect and Engineer's Handbook," (hereinafter referred to as the PA/E Handbook) in effect on the date of this Agreement. The PA/E shall follow the requirements of the PA/E Handbook and shall bear responsibility for same except for those specific instances in which he has protested to and received written approval from the Office of the School Board Architect for an exception. The Basic Services shall consist of five phases described in Articles I.A through I.E of this Agreement, unless otherwise expressly stated herein, and shall include, but not necessarily be limited to, normal architectural site design, architectural design, structural, mechanical and electrical engineering.

Architectural site design shall be defined for purposes of this Agreement as those services the PA/E would normally provide to designate paved and walkway areas, establish a building footprint, designate building floor elevations and spot elevations or contour lines of surrounding grades sufficient to indicate surface rain water run-off.

Civil engineering, except provided above as an architectural site design, will be considered as "additional services" as defined in Article II.

The PA/E shall prepare and file documents required for approval by governmental authorities having jurisdiction over the Project, except that under Basic Services the PA/E will not be required to serve as an expert witness at public hearings or legal proceedings, nor will the PA/E be required to prepare or file a Development of Regional Impact (DRI) study with the Tampa Bay Regional Planning Council, nor prepare detailed information for the Department of

Environmental Protection, (hereinafter referred to as the "DEP"), nor for the Southwest Florida Water Management District, nor local or other environmental agencies. Such services may be provided by the PA/E at the Board's request as an Additional Service. The PA/E shall, however, meet with the District Staff and make presentations to the Board as deemed necessary in the sole discretion of the Office of the School Board Architect as a part of the basic services.

A. Schematic Design Phase I. The PA/E shall review the program and the Project budget requirements as established by the Board, and the proposed site selected by the Board, and shall investigate the conditions at the Project site in order to prepare appropriate schematic architectural and engineering documents in accordance with the program. In the event that an ambiguity or contradiction exists between the program, this Agreement, the PA/E Handbook, or the Florida Building Code, the PA/E shall apply for and receive from the Office of the School Board Architect a written interpretation which will bind both parties. Upon such written request, the Office of the School Board Architect will respond within thirty (30) working days after the date appearing on the request. Upon application of and receipt from the Office of the School Board Architect of an interpretation of the program, the parties to this Agreement and subsequent agreements will be bound by such interpretation.

Upon the Board's approval of a building site, the PA/E shall provide architectural site design which will provide for ingress and egress. During the Schematic Design Phase I, the PA/E shall prepare alternate approaches to design and construction; shall review such with designated representatives of the Owner; and shall continue in these efforts to resolve problems and develop an acceptable design solution to a degree which the Office of the School Board Architect will personally approve for presentation to the Board. Only changes after the Office of the School Board Architect's approval of such schematic design solution may entitle the PA/E to additional compensation.

Based upon the approved program (and any revisions made thereto during the Schematic Design Phase), budget requirements and building site considerations, the PA/E shall prepare and submit for approval by the Board the Schematic Design Document Phase I,

consisting of drawings and other documents as defined in the PA/E Handbook illustrating the scale and relationship of the Project components, along with a statement of probable construction cost based upon current area, volume or other unit costs.

Beginning with the Schematic Design Phase I and with each subsequent submittal (Preliminary Design Phase II, if required) and Construction Documents Phase III, the PA/E shall submit an estimated statement of probable construction cost. In the event the estimate exceeds the approved budget sum, the PA/E shall identify the work which can be accomplished for a base bid sum equal to or less than the budgeted sum, and shall identify alternate bids to be bid, together with the estimated costs for such alternate bids. The Board may elect to accept an estimate of construction costs higher than previously established in the budget or previously approved during a phase estimate, or the Board may elect to proceed with the base bid equal to or less than the budgeted sum, along with additive alternate bids, or the Board may reject that phase submittal. Acceptance of the higher estimate of probable construction costs shall establish a new construction sum for the Project towards which the PA/E shall endeavor to design the project in order to not exceed the estimated construction costs of the new budget adopted by the Board.

B. Preliminary Design Phase II. From the Schematic Design Phase I submittal approved by the Board, and in accordance with the Office of the School Board Architect review requirements, the PA/E will prepare the Preliminary Design Phase II for submission to and approval by the Board. During this phase, the PA/E shall develop appropriate drawings and outline specifications and other documents as required by the PA/E Handbook to establish and describe the size and character of the entire Project with regard to the architectural site design, architectural, structural, mechanical and electrical systems, materials and other such elements as may be appropriate, and shall submit a refined statement of probable construction costs as defined by Article I.A.

C. Construction Document Phase III. The PA/E shall continue to investigate the existing conditions at the Project site after the Board approves the Preliminary Design Phase II submittal

and shall make further minor adjustments to the scope or quality of the Project, as authorized by the Board in the previous submittals or by adjustments made to the budget for the Project. Based upon the approved Preliminary Design Phase II submittal as authorized by the Board, and in accordance with Office of the School Board Architect review requirements, the PA/E shall prepare for the Board and/or Department of Education (DOE) approval, the Construction Documents Phase III submittal consisting of final plans (drawings) and specifications setting forth in detail the requirements for the construction of the Project, as defined in the PA/E Handbook. The PA/E shall advise the Board of any adjustments to the previous statements of probable construction cost. The PA/E shall assist the Board in connection with the Board's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

D. Bidding Phase IV. The PA/E shall assist the Board in preparing necessary bidding forms and conditions of the Contract and the form of Agreement between the Board and the Construction Manager or Contractor shall convene, attend and conduct the prebid conference at the job site or any other place designated by the PA/E, and shall assist the Board in obtaining sufficient bids for the Project.

E. Construction Phase V. The construction phase will commence with the award of the Contract for construction. The PA/E will administer the construction contract by making periodic visits to the site at intervals appropriate to the progress of the construction (or otherwise agreed to by the PA/E in writing). The administration of the construction contract shall include but not be limited to the following:

1. convene, attend and conduct the preconstruction conference,
2. prepare and print minutes of all meetings and distribute to the appropriate parties,
3. provide special inspections required by the Office of the School Board Architect in accordance with the contract documents,
4. review shop drawings for compliance with contract documents,
5. attend job site meetings on a weekly or bi-monthly basis as dictated by the scope and size of the construction project,

6. review monthly or other periodic applications for payment by the Construction Manager or Contractor,
7. prepare change orders and/or field orders,
8. prepare punch lists, inspect completed work and edit punch lists as conditions warrant,
9. issue and sign Certificates of Substantial Completion,
10. issue and sign Certificates of Final Inspection,
11. review and approve project close-out documents.

The PA/E shall be the representative of the Board during the construction phase and shall advise and consult with the Board as to all phases of construction. Instructions from the Office of the School Board Architect or Board to the Construction Manager or Contractor shall be forwarded through the PA/E. The PA/E shall have authority to act on behalf of the Board only to the extent provided for in the contract documents, unless otherwise modified by written mutual agreement. The PA/E shall visit the site at intervals appropriate to various stages of construction and become generally familiar with the progress and quality of the work performed by the Construction Manager or Contractor and determine and advise the Board whether the work is proceeding in accordance with the contract documents. The PA/E shall review, approve, or take other appropriate action upon the Construction Manager's or Contractor's submittal of documents, including, but not limited to, shop drawings, project data and samples, but only for compliance with the design concept of the work and with the information given in the contract documents. Such action by the PA/E shall be taken with reasonable promptness so as to cause no delay to the Project. The PA/E's approval of specific items shall not indicate approval of any assembly of which the item is a component. The PA/E shall certify the Construction Manager's or Contractor's monthly application for payment based upon the percentage of the construction completed at the Project in accordance with the plans and specifications. The PA/E shall determine the amounts owing to the Construction Manager or Contractor based on observations at the site. After evaluating the Construction Manager's or Contractor's application for payment, if the PA/E approves, the PA/E shall sign the certificate

and forward it to the Office of the School Board Architect inspector. The failure of the PA/E to forward to the Board the completed submittal and all required back-up data, or if the certificate (or request for payment) is incorrectly prepared or contains arithmetic errors, the Board may reject the Construction Manager's or Contractor's pay application and return it to the PA/E without penalty to the Board because of delay or error.

The PA/E shall invite and include the Office of the School Board Architect to review meetings and to review inspections during the time when the Construction Manager's or Contractor's applications for payment are evaluated by the PA/E.

The PA/E shall provide appropriate administration of the Project including special inspections and testing of materials and systems at Board expense that are included in the construction contract.

The PA/E shall prepare change orders and keep the Board (through the Office of the School Board Architect) informed monthly as to the progress and quality of the work and endeavor to guard the Board against defects and deficiencies in the work by the Construction Manager, Contractor or his subcontractors and material suppliers.

The PA/E shall conduct appropriate observations to determine the dates of substantial and final completion, receive and forward to the Board written warranties and documents required by the construction contract and certify the final certificate of payment in affidavit form, certifying that to the best of his knowledge the Project has been constructed according to the final plans and specifications, Florida Building Code, ADA and all other applicable codes, and that all mandatory requirements have been satisfied.

The PA/E shall have the authority and duty to reject work by the Construction Manager or Contractor which does not conform to the contract documents. If the PA/E observes faulty materials or workmanship at the Project, or if the PA/E observes the use of improper material or any work not being accomplished in a satisfactory manner by the Construction Manager, Contractor or subcontractors, the PA/E shall immediately notify the Construction Manager or Contractor and the Office of the School Board Architect.

Although the PA/E does not guarantee the performance of the construction contract, the PA/E shall, nevertheless, exercise due diligence to protect the Board against defects and deficiencies in the work and use of improper materials by the Construction Manager or Contractor and subcontractors.

After substantial completion of the work, the PA/E shall furnish the Board with a certified statement, in affidavit form, that in his professional opinion, the Project has been performed and completed according to the contract documents, Florida Building Code, ADA and all other applicable codes, and that all mandatory requirements have been satisfied.

The PA/E shall interpret the requirements of the construction contract documents. The PA/E shall render such interpretations as are necessary with reasonable promptness when written request is made by the Board, Construction Manager or Contractor. The PA/E shall render written decisions, within seven (7) calendar days, on all claims, disputes and other matters questioned by the Construction Manager, Contractor or Office of the School Board Architect relating to the execution or progress of the work or the interpretation of the contract documents.

The PA/E shall diligently assist the Board in obtaining correct and accurate as-built or record drawings from the Construction Manager or Contractor.

In the event the Board, Office of the School Board Architect, Construction Manager or Contractor requests the PA/E to visit the Project after substantial completion is accepted by the Board or during the warranty periods, review or observations which are conducted in connection with punch lists or warranty issues shall not be considered Additional Services. However, in the event that the PA/E continues to provide contract administration, because of the failure of the Construction Manager or Contractor to complete the Project within 110% of the calendar days allotted for construction in the contract for construction and in subsequent change orders, after the original construction contract completion date and extensions have been approved and the cause of the delay is the Construction Manager's or Contractor's and is not attributable to the PA/E, the PA/E may request the Board to withhold from the Construction Manager's or

Contractor's partial or final payment sufficient sums in order to compensate the PA/E for extended contract administration. If the PA/E certifies that he has provided such extended contract administration and the delay in construction is the fault of the Construction Manager or Contractor and is not attributable to the PA/E, the additional contract administration shall be regarded as Additional Services for which the PA/E shall be entitled to negotiate additional compensation based on an hourly rate.

F. In the event of a claim by the Construction Manager or Contractor based upon error, omission, act, or failure to act, or failure to act in a timely manner on the part of the PA/E, the PA/E shall be liable to the Owner to the extent the Owner is, in turn, obligated to the Construction Manager or Contractor for these errors, omissions, acts, or failure to act, or failure to act in a timely fashion, together with costs, and reasonable attorney's fees, if any, incurred by the Owner as a result of such error, omissions, act, or failure to act or failure to timely act.

G. If the estimated construction budget (adjusted as provided in the third paragraph on page 1 of this Agreement) is exceeded by the Guaranteed Maximum Price (GMP), the Board shall have the option in the Board's best interest to:

1. give written approval of an increase in such fixed limit; or,
2. if the Project is abandoned, terminate in accordance with Paragraph X; or,
3. cooperate in revising the Project scope and/or quality and/or design as required to reduce the construction cost.

If the Board chooses to proceed under Paragraph G.3. above, the PA/E, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit established as a condition of this Agreement and/or subsequently approved by the Board. A full faith effort (as approved by the Owner) on the part of the PA/E in the modification of the Contract Documents shall be the limit of the PA/E's responsibility arising out of the original establishment of the fixed limit and/or as subsequently approved by the Board. The PA/E shall be entitled to compensation in accordance with this Agreement for all other services actually

performed whether or not the Construction Phase is commenced, without considering work in this paragraph to be Additional Services.

II. ADDITIONAL ARCHITECTURAL SERVICES. Additional services, if performed by the PA/E at the request of the Board, shall entitle the PA/E to additional compensation to be negotiated at the time that the Board requests such services. The following are considered additional services: detailed construction cost estimator, acoustician, landscape architect, site irrigation consultant, graphic design consultant, on-site civil engineering, off-site civil engineering, third bid proceeding, expert testimony, public hearing, legal proceedings (unless subpoenaed by the tribunal or a third party), full-time Project representative, program writing, special feasibility studies, evaluation of more than one site, master planning, bidding and coordination of separate contracts, expanded services caused by fire or similar causes or the default of the Construction Manager, Contractor or Board making measured drawings, travel out-of-county requested by the Board, threshold building inspections as required by the Board and the law, Florida Energy Evaluation Technique (FLEET), development of regional impact study, applications to DEP, application to Southwest Florida Water Management District, making revisions inconsistent with prior Board approval, and other services not otherwise included in this Agreement. For further explanation of Additional Services, the PA/E shall refer to the PA/E's Handbook. Generally, if the Board requests Additional Services, the PA/E shall furnish such services requested with the fees to be negotiated between the PA/E and the Board. Under no circumstances will the principals of the PA/E and the principals of his consultants be paid a fee in excess of **\$125** per hour.

III. BOARD RESPONSIBILITIES. The Board shall provide a program (or Educational Specifications) which outlines its design objectives, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment and systems and site requirements.

The Board shall furnish, if necessary, a legal description and land survey of the site, and

if applicable, grades and lines of the streets, alleys, pavements, adjoining property, rights-of-way, easements, boundaries and contours of the site, locations, dimensions and complete data pertaining to the existing buildings on the site, and, if necessary, site information as to trees and shrubs and such information as is necessary concerning available services and utility lines above and below grade, including inverts and depths.

The Board shall furnish information and render approvals and decisions as expeditiously as necessary for the orderly progress of the PA/E's services.

IV. COMPENSATION.

The total payment for services will be **\$384,475** and is itemized as follows:

A. Payment for Basic Services. For the "Basic Services" to be performed pursuant to this Agreement, the PA/E will be paid a fee of **\$356,175** to be paid periodically according to Article V of this Agreement.

B. Payment for Additional Services. The PA/E shall be entitled to additional compensation for those services which the PA/E agrees to perform set forth as follows:

Infrared Roof Survey	\$3,500
FEEC Submittal & Compliance	\$1,100
LCCA	\$4,500
Civil Engineering	\$9,700
SWFWMD Permit	\$2,500
Water Permit [FDEP]	\$2,500
Site Survey	\$4,500

C. Reuse of Documents. Notwithstanding anything contained in this Agreement or any Document referenced herein to the contrary, the drawing, specifications and other documents prepared by the PA/E for this Project are instruments of the PA/E's service, but the drawings and specifications shall be owned by the Board. The PA/E shall assign to the Board all common law, statutory and other reserved rights, including the copyright. The Board shall be permitted to retain copies, including reproducible copies, of the PA/E's drawings, specifications

and other documents for information and reference in connection with the Board's use and occupancy of the Project. The Board may reuse the drawings, specifications or other documents on other projects in accordance with Sec. 1013.45(4), F.S.

V. PAYMENT SCHEDULE. Compensation (the Basic Services fee) shall be paid to the PA/E based upon Article IV and shall be paid as follows and upon receipt of proper billing:

A. Schematic Design Phase (Phase 1):

1. Phase I Documents.....(15%).....**\$53,426.25**

B. Preliminary Design Phase (Phase II):

1. Phase II Documents.....(20%).....**\$71,235.00**

C. Construction Documents Phase (Phase III): 30% Documents shall be submitted and payment will be due within 30 days of each submittal as follows:

1. 50% Submittal Phase III Documents.....**\$53,426.25**
(Upon review and approval by the Office of the School Board Architect)

2. 100% Submittal Phase III Documents.....**\$53,426.25**
(Upon review and approval by the Office of the School Board Architect)

3. Complete Phase III Documents 10% (Upon DOE or Office of the School Board Architect's approval including satisfaction of the permit review mandatory's).....**\$35,617.50**

D. Construction Phase (Phase V): 25% During the construction phase of the Project, the PA/E will be paid the fee of **\$89,043.75** to be paid periodically in proportion to the percentage of construction completed on the project.

VI. TIMELINE. Time is of the essence in performing the services required pursuant to this Agreement. The following time schedule shall govern the Project and Agreement, except to the extent waived by the Board or the Office of the School Board Architect in writing or otherwise expressly stated herein:

A. Following approval of this Agreement, the Schematic Design Phase I submittal for the Project shall be submitted to the Office of the School Board Architect on or before **30** calendar days for submittal to the Board.

B. Following approval of the Schematic Design Phase I submittal by the Board, the

Preliminary Design Phase II submittal for the Project shall be submitted to the Office of the School Board Architect on or before **30** calendar days for submittal to the Board.

C. Following approval of the Preliminary Design Phase II submittal by the Board, the Construction Documents Phase III 100% complete submittal shall be presented to the Office of the School Board Architect on or before **90** calendar days for submittal to the Board.

D. Any required revisions to a design phase to obtain State of Florida (DOE), Board, or Office of the School Board Architect approval shall extend the above timelines for a reasonable period of time in order to comply with the required revisions.

E. If major revisions to the final design phase documents are requested and made or the Board makes major revisions in the program scope or Educational Specifications, the parties shall negotiate a reasonable fee for such major revisions or changes.

VII. EXTRA COMPENSATION. The Board shall pay no fees, other than described above, to the PA/E unless authorized by the Board as follows:

A. If the scope of the Project or site is changed, the Board and the PA/E shall negotiate a reasonable fee based upon the probable estimated construction cost in changing the scope of the work and the approximate percentage of the estimated construction cost which was used to negotiate this Agreement if, and, as such may be applicable.

B. If the DOE or Board requires the PA/E to make major or costly changes to the Schematic, Preliminary or Construction Document Phase submittals, which changes are not caused by architectural or engineering error or oversight, the PA/E shall be paid to redesign for additional expenses in an amount agreed to by the parties. Under no circumstances will the principals of the PA/E and the principals of his consultants be paid a fee in excess of **\$125** per hour.

VIII. DOCUMENTS. The Board will reimburse the PA/E for reproduction costs of plans and specifications as set forth in the PA/E Handbook.

IX. ASSIGNMENTS AND AMENDMENTS. Neither the PA/E nor the Board shall

assign, sublet or transfer any interest in this Agreement without the consent of both parties. This Agreement may be amended only by written instrument signed by both the PA/E and the Superintendent of Schools, as approved by the Board.

X. TERMINATION. This Agreement may be terminated by either party upon seven (7) days' written notice by U. S. Certified Mail that the other party failed substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating termination. This Agreement may be terminated without cause by either party upon thirty (30) days' written notice by U. S. Certified Mail. Termination of this Agreement may only be accomplished as provided herein. In the event this Agreement is terminated by the Board without cause, compensation shall be paid to the PA/E for all services performed to the date of termination. If terminated by the PA/E without cause, the PA/E shall be liable to the Board for direct and consequential damages resulting from the PA/E not completing the contract.

XI. COOPERATION WITH THE OFFICE OF THE SCHOOL BOARD ARCHITECT. The PA/E shall work in cooperation with the Office of the School Board Architect on all phases of the Project. The Office of the School Board Architect shall be the liaison between the Board and the PA/E, and whenever this Agreement requires the PA/E to tender any item, article or work product to the Board, such tender shall be accomplished upon timely presentation of such item or work product to the Office of the School Board Architect which shall include transmittal of each design phase submittal in order to present this submittal to the Board in accordance with Article VI. The PA/E shall rely on any written statement from the Office of the School Board Architect that the Board or Superintendent of the School District has taken some action required or allowed by this Agreement. Questions of design, budget, construction, unforeseen problems and related matters shall be submitted to the Office of the School Board Architect for transmittal to the Board and/or the PA/E.

XII. PROHIBITION AGAINST CONTINGENT FEE. The PA/E warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the PA/E, to solicit or secure this Agreement, 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 PA/E, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement (287.055, Florida Statutes). For a breach or violation of this provision, the Board shall have the right to terminate the Agreement without liability and, at its discretion, deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

XIII. TRUTH-IN-NEGOTIATION. The PA/E shall provide a truth-in-negotiation certificate stating that wages and other factual unit costs supporting the negotiated fee were accurate, complete and current at the execution of the Agreement. The Agreement price shall be adjusted to exclude any significant sums the Board determines inflated the Agreement price due to inaccurate, incomplete wage rates or noncurrent wage rates and other factual unit costs. All adjustments shall be made within one (1) year following issuance of a Certificate of Final Inspection and/or termination of this Agreement.

XIV. PROFESSIONAL LIABILITY INSURANCE. The Board will not purchase a blanket professional liability insurance policy to cover the PA/E and its consultants. It is the responsibility of the PA/E to provide, and PA/E will provide, liability insurance in the amount of \$1,000,000 with a \$25,000 deductible. The PA/E may provide more insurance and/or a lower deductible at his/her discretion.

XV. INDEMNITY AND LIMITATION OF THE PA/E'S LIABILITY TO THE BOARD. The PA/E agrees to indemnify and hold harmless the Board from and against all claims, damages and related expenses including attorney fees arising out of the negligent acts, errors and omissions of the PA/E or its consultants on this project.

XVI. INABILITY TO FUND THE PROJECT. Upon written certification by the Board that the Project cannot be funded from the Board's budget, performance under this Agreement shall be suspended. In the event this Agreement is suspended as provided in this Article, compensation will be made to the PA/E for all services performed to the date on which the Board provides the PA/E with written certification of "lack of funding," and such compensation

will be in complete satisfaction of any claim or right of action which the PA/E may possess for damages for non-performance by the Board of any executory term of this Agreement.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first written.

THE SCHOOL BOARD OF PINELLAS
COUNTY, FLORIDA

By: _____
Carol J. Cook, Chairperson

Attest: _____
Michael A. Grego, Ed. D.
Superintendent

Williamson Dacar Associates, Inc.
15500 Lightwave Drive, Suite 106
Clearwater, Florida 33760

By: _____

Title: _____

print or type name

Approved as to Form:

David K. [Signature]
School Board Attorney

Attachment: Oldsmar EI PAE AGREEMENT (3805 : Agreement - Williamson Dacar/Oldsmar Elementary)

ADOPTED

REQUEST FOR APPROVAL (ID # 3806)

January 29, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, Ed.D., SUPERINTENDENT

SUBJECT: Request Approval of Agreement With Cutler Associates for Construction Management Services in Connection With Renovations to Selected Heating, Ventilation and Air Conditioning (HVAC), Electrical Distribution, Lighting, and Roofing Systems in the Amount of \$1,500,000 at pTEC Clearwater Campus, Project No. 9025

BACKGROUND:

Pursuant to Section 287.055 Florida Statutes, a competitive selection process was used and negotiations were conducted with the selected firm for Construction Manager (CM) services in connection with renovations to selected HVAC, electrical distribution, lighting, and roofing systems at pTEC Clearwater Campus. The estimated total cost of the project is \$4,000,000.

During design, the CM services will consist of scheduling, cost estimating, constructability reviews and value engineering. During construction, the CM takes the place of the general contractor. The CM holds all subcontracts, manages, coordinates and schedules all construction activity and monitors the progress of the work. This agreement includes the CM's compensation for preconstruction (design) phase services, construction phase administrative services, overhead and profit, and initial construction allocation for purchase of long lead equipment and materials. Once the design documents are sufficiently complete, a Guaranteed Maximum Price (GMP) for the cost of the construction work will be established and agreed upon. The cost of the work, either in parts or as a whole, will be added to this agreement by amendments as they are established. The agreement is attached.

STRATEGIC DIRECTION: Safe Learning Environment

ALTERNATIVES:

1. Approve the agreement.
2. Do not approve the agreement.

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

Approval of the agreement is necessary to proceed with the CM services for this project at pTEC Clearwater Campus.

IMPACT STATEMENT:

Construction Cost (Construction Manager)	\$1,500,000	
Construction Cost Sub-Total		\$1,500,000
Project Architect/Engineering Design Cost (PA/E)	\$373,476	
Amendment No. 1 to PAE Agreement	11,110	
Amendment No. 2 to PAE Agreement	8,635	
PA/E Sub-Total		\$393,221
Administrative/Planning Costs (Miscellaneous)	\$5,000	
Miscellaneous Sub-Total		\$5,000
Furniture, Equipment and Technology (FE & T)	\$0	
FE & T Sub-Total		\$0
Estimated Total Project Cost to Date		\$1,898,221
The source of this funding is District Capital Outlay School Tax.		

DATA SOURCE:

David Koperski, School Board Attorney
 Joe Maceda, Financial Reporting Analyst
 Rich Gauvey, Senior Construction Coordinator
 Nelson Griffin, Griffin Design Associates
 Rick Lentz, Cutler Associates

SUBMITTED BY:

Michael Bessette, Associate Superintendent, Operational Services

/bj

ATTACHMENTS:

- pTEC CLWtr CM AGREEMENT (PDF)

Pinellas County Schools

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

PROJECT NO.: **9025**

PROJECT NAME AND LOCATION: **Renovations to selected Heating, Ventilation and Air Conditioning (HVAC), Electrical Distribution, Lighting, and Roofing systems**

pTEC Clearwater Campus

6100 154th Ave. N.

Clearwater, FL 33760

CONSTRUCTION MANAGER: **Cutler Associates**

8918 Brittany Way

Tampa, FL 33619

813-637-8883

ARCHITECT-ENGINEER: **Griffin Design Associates, P. A.**

906 Drew St.

Clearwater, FL 33755

727-441-8944

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**AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER**

THIS AGREEMENT made this **29th** day of **January** in the year 2013, by and between **The School Board of Pinellas County, Florida**, hereinafter called the "Owner", and

**Cutler Associates
8918 Brittany Way
Tampa, FL 33619
PHONE: 813-637-8883**

FEDERAL TAX I.D. NUMBER: 04-2521134

hereinafter called the "Construction Manager."

WHEREAS, Owner is the owner of certain real property located in Pinellas County, Florida and Owner desires to have:

**Renovations to selected HVAC, Electrical Distribution, Lighting, and Roofing Systems
pTEC Clearwater Campus
6100 154th Ave N.
Clearwater, FL 33760**

constructed pursuant to drawings, specifications and other documents prepared by or to be prepared by,

**Griffin Design Associates, P.A.
906 Drew St.
Clearwater, FL 33755**

hereinafter called the "Architect-Engineer", in consultation with the Construction Manager.

WHEREAS, the Construction Manager desires to perform the Project in accordance with the Contract Documents and all applicable laws, codes and ordinances.

NOW THEREFORE, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the Owner to the Construction Manager, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**ARTICLE 1
THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT**

The Construction Manager accepts the relationship of trust and confidence established between the Construction Manager and the Owner by this Agreement. The Construction Manager covenants with the Owner to furnish the Construction Manager's best skill and judgment and to cooperate with the Architect-Engineer in furthering the interests of the Owner. The Construction Manager shall perform the Project in a good and workmanlike manner with sufficient manpower to meet the time and quality requirements set forth in this Agreement and the Contract Documents. The Construction Manager agrees to furnish efficient business administration and superintendence and use the Construction Manager's best efforts to complete the project in the best and soundest way and in the most expeditious and economical manner consistent with the interest of the Owner.

The Owner's engagement of the Construction Manager is based upon the Construction Manager's representations to the Owner that it (i) is financially solvent and has sufficient working capital to perform its obligations under this Agreement; (ii) is experienced in providing construction management services for projects of similar size and complexity to the Project; (iii) is authorized and licensed to perform the type of labor and services for which it is being engaged in the State and locality in which the Project is located; (iv) is qualified, willing and able to perform construction management services for the Project; and (v) has the expertise and ability to provide construction management services which will meet the Owner's objectives and requirements and which will comply with the requirements of all governmental, public and quasi-public authorities and agencies having or asserting jurisdiction over the Project.

- 1.1 The Construction Team The Construction Manager, the Owner and the Architect-Engineer, called the "Construction Team", shall work jointly during design and through final construction completion, including all warranty periods, and shall be available thereafter should additional services be required. The Architect-Engineer will provide leadership during the design phase with support from the Construction

Manager and the Construction Manager shall provide leadership to the Construction Team on all matters relating to construction.

- 1.2 Extent of Agreement - This Agreement for **Renovations to selected HVAC, Electrical Distribution, and Roofing Systems, pTEC Clearwater 6100 154th Avenue North, Clearwater, FL 33760** between the Owner and the Construction Manager supersedes any prior negotiations, representations or agreements with respect to the Project. When the drawings, specifications and other Construction Documents are sufficiently complete to allow the Construction Manager to begin Construction Phase Services, an amendment to this Agreement shall be signed by the Owner and Construction Manager acknowledging a Partial Guaranteed Maximum Price (Partial GMP) and the Construction Documents on which such Partial GMP is based. When drawings, specifications and other descriptive documents defining the work to be included in the guaranteed maximum price (GMP) are complete, an Amendment to the Agreement shall be signed by the Owner and the Construction Manager, acknowledging the GMP amount and the drawings, specifications and other descriptive documents upon which the GMP is based. To expedite the preparation of this GMP Amendment by the Owner, the Construction Manager shall obtain three (3) sets of signed, sealed and dated drawings, specifications and other documents upon which the GMP is based from the Architect-Engineer. The Construction Manager shall acknowledge, by signature, on the face of each document of each set that it is the set upon which the Construction Manager based its GMP and shall send one set of the documents to the Owner's Contracts Administrator along with its GMP proposal, while keeping one set for itself and returning one set to the Architect-Engineer.

This Agreement together with the Contract Documents and Construction Documents enumerated herein, including any GMP or Partial GMP Addendum, embodies the entire agreement between Owner and Construction Manager and supersedes all other writings, oral agreements or representations.

This Agreement shall prevail in the event of any disagreement with and shall not be superseded by any provisions of the Contract Documents or Construction Documents and may be amended only by written instrument signed by both Owner and Construction Manager.

1.3 Definitions:

Construction Documents – The drawings, specifications, and other descriptive documents necessary to perform the Construction Phase Services hereunder; such documents are to be identified in the Partial GMP Amendment or GMP Amendment required above by section 1.2.

Contract Documents – Shall be defined as and consist of the following:

- Agreement Between Owner and Construction Manager
- Design drawings and specifications
- Documents specifically identified at the time of execution of this Agreement.

Estimate - The Construction Manager's latest estimate of probable project construction cost.

Owner - The School Board of Pinellas County, Florida, acting through its Superintendent or those persons designated by the Superintendent to act in the Superintendent's behalf.

Project Coordinator - The person designated by the Owner to provide direct interface with the Construction Manager and the Architect-Engineer with respect to the Owner's responsibilities.

Project Inspector - The inspector assigned to the project by the Owner.

Code - The Florida Building Code, and all other codes designated as applicable by the Florida Building Code. To the extent there is any conflict between codes, the most stringent shall always apply. Notwithstanding any other provision of this Agreement to the contrary, any substantially affected person may appeal any building code dispute or interpretation of the chief building official of the Owner in writing to the Florida Building Commission as set forth in Florida Statute s. 1013.37 (2007) and the Florida Building Code, as amended.

Permits - According to the requirements of the Pinellas County School District Facilities Design and Construction department requirements or as defined and required in the Florida Building Code.

Authority Having Jurisdiction (AHJ) – The Owner shall be the Authority Having Jurisdiction over code compliance and issuance of building permits.

Project - The Project is the total work to be performed under this Agreement. The Project consists of planning, design, permitting, construction and code inspection for

**Renovations to selected HVAC, Electrical Distribution, Lighting, and Roofing Systems,
pTEC Clearwater Campus
6100 154th Ave N
Clearwater, FL 33760**

necessary to build the component parts of the project.

ARTICLE 2 CONSTRUCTION MANAGER'S SERVICES

The services which the Construction Manager shall provide include, but are not limited to, those described or specified herein. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned. The Construction Manager shall comply with all federal, state and local governmental laws, rules and regulations applicable to the services to be performed under this Agreement as well as the requirements of the Florida Building Code (FBC) and Florida Fire Prevention Code, in effect as of the date the building permit(s) is issued. The Construction Manager acknowledges that the Owner shall be the Authority Having Jurisdiction to decide and determine all questions under the Florida Building Code and the requirements of this Agreement regarding construction of the project herein described.

Upon execution of this Agreement, the construction Manager shall commence performance of Pre-Construction Services and upon execution of a Partial GMP Amendment (see Article 1.2), the Construction Manager shall commence provision of Construction Services. The parties acknowledge that (i) the Owner may determine not to proceed with Construction Services, (ii) performance of Pre-Construction Services may overlap performance of Construction Services, (iii) categories of work performed during Construction Services may be performed in separate phases, and (iv) payment of the Construction Manager for Pre-Construction Services shall be separate from payment, if any, for Construction Services.

2.1 PROJECT MANUAL

- (1) Within 30 days after the execution of this Agreement, the Construction Manager shall develop a comprehensive Project Manual describing the services set forth in this Agreement. This shall provide a plan for the control, direction, coordination and evaluation of work performed throughout the project organization including identification of Key personnel, responsibilities of Construction Manager, Owner and Architect-Engineer; work flow diagrams; and strategy for subcontracting the work. The Project Manual shall be updated as necessary throughout the design, construction and Owner occupancy phases. Three copies of the Project Manual and any updates shall be submitted to the Owner and Architect-Engineer. In developing the Project Manual, the Construction Manager shall coordinate with the Owner and the Architect-Engineer.
- (2) Contents of Project Manual - The Project Manual shall describe in detail the procedures for executing the work and the organizations participating. The Project Manual shall include as a minimum the following sections:
 - (a) Project Definition - The known characteristics of the project or subprojects shall be described in general terms which will provide the participants a basic understanding of the project or sub-projects.
 - (b) Project Goals - The schedule, budget, physical, technical and other objectives for the project shall be defined.

- (c) Project Strategy - A narrative description of the project delivery methods which will be utilized to accomplish the project goals.
- (d) Project Work Plan - A matrix display of the program of work to be performed by the Construction Manager, the Architect-Engineer and the Owner during each phase of the project.
- (e) Project Organization - A summary organization chart showing the interrelationships between the Owner, the Construction Manager and the Architect-Engineer, and other supporting organizations and permitting review agencies. Detailed charts, one each for the Construction Manager, the Architect-Engineer, and the Owner showing organizational elements participating in the project.
- (f) Responsibility Performance Chart - A detailed matrix showing the specific responsibilities and interrelationships of the Owner, the Architect-Engineer, and Construction Manager. The Responsibility Performance Chart shall indicate major responsibility, and minor responsibility, for each specific task required to deliver the project. The Construction Manager shall develop a similar chart for the personnel within its own organization who are assigned to the project, and also for the personnel of the Owner and the Architect-Engineer from data supplied by each.
- (g) Flow Diagrams - These charts shall display the flow of information and the decision process for the review and approval of shop drawings and submittals, progress and change orders.
- (h) Written Procedures - The Construction Manager will provide written procedures for communications and coordination required between Construction Team members throughout the project. Procedures shall cover such items as correspondence, minutes, reports, inspections, team meetings, technical reviews, design reviews, and other necessary communications.

2.2

PRE-CONSTRUCTION SERVICES - DESIGN REVIEW AND RECOMMENDATIONS

- (1) Review and Recommendations and Warranty. - The Construction Manager shall familiarize itself thoroughly with the project requirements, educational specifications, construction site, preliminary budget and the evolving architectural, structural, civil, mechanical, plumbing and electrical plans and specifications and shall follow the development of design from Schematics through Working Drawings. The Construction Manager shall make recommendations with respect to the selection of systems and materials and cost reducing alternatives, including value engineering and including assistance to the Architect-Engineer and Owner in evaluating alternative comparisons versus long term cost effects. The evaluation shall speak to the benefits of the speed of erection and early completion of the project. The Construction Manager shall furnish pertinent information as to the availability of materials and labor that will be required. It shall submit to the Owner and Architect-Engineer such comments as may be appropriate concerning construction feasibility and practicality. Without assuming any design or engineering responsibilities, the Construction Manager shall call to the Owner's and the Architect-Engineer's attention any apparent defects in the design, drawings and specifications or other documents, including, without limitation, any issues regarding constructability and/or compliance with applicable laws, rules, codes, design standards, and ordinances. The Construction Manager shall prepare an estimate of the construction cost utilizing the unit quantity survey method. The Construction Manager shall provide such information in a written report to the Owner prior to final payment for this phase.
- (2) Where the project involves the renovation of existing facilities, the Construction Manager shall participate in and assist the Architect-Engineer in preparing an analysis of the condition of existing structures, existing finishes and existing equipment, code deficiencies, energy use, and life expectancy of other building systems. The Construction Manager shall provide recommendations, including as to constructability and value engineering, cost estimates and preliminary schedules in connection with this renovation analysis. Such information shall be provided to the Owner and Architect-Engineer in the form of a written report prior to final payment for this phase.
- (3) Review Reports and Warranty - Within 45 days after receiving the Construction Documents for each phase of the project, the Construction Manager shall perform a specific review thereof, focused upon factors of a nature encompassed in Paragraph (1) above and on factors set out in

Paragraph (6) below. Promptly after completion of the review, it shall submit to the Owner, with copies to the Architect-Engineer, a written report covering suggestions or recommendations previously submitted, additional suggestions or recommendations as it may deem appropriate, and all actions taken by the Architect-Engineer with respect to same, any comments it may deem to be appropriate with respect to separating the work into separate contracts, alternative materials, and all comments called for under Article 2.2(6). The information required by this part shall be provided prior to final payment for this phase.

UPON COMPLETION OF THE CONSTRUCTION MANAGER'S REVIEW OF THE PLANS AND SPECIFICATIONS, AND IN NO EVENT LATER THAN 60 DAYS AFTER RECEIVING THE CONSTRUCTION DOCUMENTS, EXCEPT ONLY AS TO SPECIFIC MATTERS AS MAY BE IDENTIFIED BY APPROPRIATE COMMENTS PURSUANT TO THIS SECTION, THE CONSTRUCTION MANAGER SHALL WARRANT, WITHOUT ASSUMING ANY ARCHITECTURAL OR ENGINEERING RESPONSIBILITY, THAT THE PLANS AND SPECIFICATIONS ARE CONSISTENT, PRACTICAL, FEASIBLE AND CONSTRUCTIBLE. CONSTRUCTION MANAGER SHALL WARRANT THAT THE WORK DESCRIBED IN THE PLANS AND SPECIFICATIONS IS CONSTRUCTIBLE WITHIN THE SCHEDULED CONSTRUCTION TIME.

DISCLAIMER OF WARRANTY: - THE OWNER DISCLAIMS ANY WARRANTY THAT THE PLANS AND SPECIFICATIONS FOR THE PROJECT ARE ACCURATE, PRACTICAL, CONSISTENT OR CONSTRUCTIBLE.

- (4) Procurement - The Construction Manager shall review the design for the purpose of identifying procurement items (machinery, equipment, materials and supplies). When each item is identified, the Construction Manager shall notify the subcontractors, the Owner and the Architect-Engineer of the required procurement and schedule. Such information shall be included in the subcontract documents and made a part of all affected subcontracts. As soon as the Architect-Engineer has completed drawings and technical specifications and as soon as reasonably practicable, the Construction Manager shall prepare requests for subcontractor proposals. The Construction Manager shall keep itself informed of the progress of the respective subcontractors or suppliers, manufacturing or fabricating such items and immediately advise the Owner and the Architect-Engineer of any problems or prospective delay in delivery. The information required by this part shall be provided prior to final payment for this phase.
- (5) Separate Contracts Planning - The Construction Manager shall review the design with the Architect-Engineer and make recommendations to the Owner and to the Architect-Engineer with respect to dividing the work in such manner as will permit the Construction Manager to take bids and award separate construction subcontracts on the current schedule while the design is being completed. It shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and cost by overlapping design and construction that are authorized by the Owner.
- (6) Interfacing
 - (a) The Construction Manager shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate subcontracts for procurement of long lead items, the separate construction subcontracts and the general conditions items performed without duplication or overlap, sequenced to maintain completion of all work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the work included in that particular separate subcontract, its schedule for start and completion and its relationship to other separate contractors.
 - (b) Without assuming any Design responsibilities of the Architect-Engineer, the Construction Manager shall include in the reports required under Article 2.2(3), comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the Owner and Architect-Engineer may arrange for necessary corrections.
- (7) Job-Site Facilities - The Construction Manager shall arrange for all job-site facilities necessary to

enable the Construction Manager, the Owner's representatives and the Architect-Engineer to perform their respective duties in the management, inspection, and supervision of construction.

Tangible personal property, otherwise referred to as Job-Site facilities, include but are not limited to such things as trailers, toilets, typewriters, computers and any other equipment necessary to carry on the project. The method of acquiring such job-site facilities which are planned to become the property of the owner at the conclusion of the project shall be evaluated based on cost over the life of the project. Owning versus leasing shall be considered by the Construction Manager obtaining at least three (3) proposals for leasing and at least three (3) proposals for purchasing and then analyzing which is least expensive over the usage life of the item. The Construction Manager shall present its evaluation with recommendation to the owner for approval.

When the Construction Manager wishes to lease Job-Site Facilities from its own equipment pool, it shall first evaluate buy versus lease as discussed in the paragraph above. If leasing is found to be the least expensive approach, then it may lease such Job-Site Facilities from its own equipment pool at a price not greater than the lowest of the three (3) lease proposals obtained.

For all Job-Site facilities purchased, which may become the property of the Owner at the conclusion of the project, the Construction Manager shall maintain ownership responsibilities of such facilities until the project conclusion. At that time, the Construction Manager shall provide the Owner with a complete inventory for each unit of equipment. The inventory shall describe the equipment and identify the purchase price, serial number, model number and condition. Where said equipment has a title, said title shall be properly transferred to the Owner.

The Construction Manager is responsible for proper care and maintenance of all equipment while in its control. At the time of transfer to the owner, the owner may refuse acceptance of the equipment if the owner determines in its sole discretion that the equipment has not been properly cared for by the Construction Manager or that such acquisition would not otherwise be in the best interest of the Owner. In such event, the Construction Manager will be reimbursed for such item in accordance with Article 9.2(4) hereof.

- (8) Weather Protection - The Construction Manager shall ascertain what temporary enclosures, if any, of building areas should be provided for and may be provided as a practical matter, in order to assure orderly progress of the work in periods when extreme weather conditions are likely to be experienced. The Construction Manager shall submit to the Construction Team its recommendations as to needed requirements of this nature and as to the contract or contracts in which they should be included.
- (9) Market Analysis and Stimulation of Interest
 - (a) The Construction Manager shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the project; it shall make analysis as necessary to (1) determine and report on availability of labor, material, equipment, potential subcontractors/suppliers, and possible impact of any shortages or surpluses of labor or material, and (2) in light of such determinations, make recommendations as may be appropriate with respect to long lead procurement, separation of construction into bid packages, sequencing of work, use of alternative materials, equipment or methods, other economics in design or construction, and other matters that will promote cost savings and completion within the scheduled time.
 - (b) Within the time frame set forth in section 2.2(3) above, the Construction Manager shall submit a written "Construction Market Analysis and Prospective Subcontractors/Suppliers Report" setting out recommendations and providing information as to prospective subcontractors/suppliers. As various subcontract packages are prepared, the Construction Manager shall submit to the Owner and the Architect-Engineer a list of potential subcontractors/suppliers. The Construction Manager shall be responsible to stimulate interest in the local market place and identify and encourage competition.
 - (c) The Construction Manager shall carry out an active program of stimulating interest of qualified subcontractors/suppliers in the work and of familiarizing those subcontractors/suppliers with the requirements of this project.

- (d) The information required by this part shall be provided to the Owner in the form of a written report prior to final payment for this phase.

(10) Requests for Proposals/Quotations

- (a) Without assuming responsibilities of the Architect-Engineer, the Construction Manager shall prepare requests for proposals or quotations when applicable, for all procurements of long lead items, materials and services, and for Subcontractor contracts. Such requests shall be prepared in accordance with the following guidelines:
1. Contracts over \$1,000 but not exceeding \$10,000 may be entered into by the Construction Manager with the firm which submits the lowest verbal quotation. The Construction Manager shall obtain a minimum of three (3) verbal quotations. These quotations shall be entered on a bid tabulation sheet and a copy of such tabulation sent to the Owner, Architect-Engineer. The successful quotation shall be confirmed by written contract or purchase order to the low bid firm defining the scope and quality of work to be provided.
 2. Contracts exceeding \$10,000 but not exceeding \$200,000 may be entered into by the Construction Manager with the firm who is qualified and submits the lowest responsive proposal. The Construction Manager shall obtain from at least three (3) firms written proposals based on written drawings and/or specifications. The written proposals shall be received at the location, date and time named by the Construction Manager in its request for proposal. A tabulation of the results shall be furnished to the Owner, Architect-Engineer and to each firm.
 3. Contracts exceeding \$200,000 may be entered into by the Construction Manager with the firm who is qualified and submits the lowest responsive proposal. The Construction Manager shall obtain from at least three (3) firms written proposals based on approved plans and specifications. The proposals shall be received at the location, date and time named by the Construction Manager in its request for proposal. A tabulation of the results shall be furnished to the Owner, Architect-Engineer and to each firm.
 4. Individual purchases of materials or rentals or leases of equipment amounting to less than \$1,000.00 each may be made without quotes when reasonably necessary to expedite work on the project, however, the Construction Manager shall not divide or separate a procurement in order to avoid the requirements set forth above.
 5. Site utilities may be acquired at market rates from the entity(ies) providing such in the franchise area.
- (b) As part of such preparation, the Construction Manager shall review the specifications and drawings prepared by the Architect-Engineer. Ambiguities, conflicts or lack of clarity of language, use of illegally restrictive requirements, and any other defects in the specifications or in the drawings noted by the Construction Manager shall be brought to the attention of the Owner and Architect-Engineer in written form.
- (c) For each separate construction contract exceeding \$25,000, the Construction Manager shall, unless waived by Owner, conduct a pre-request conference with prospective firms, the Architect-Engineer and the Owner. In the event questions are raised which require an interpretation of the drawings or specifications or otherwise indicate a need for clarification or correction of the request, the Construction Manager shall transmit these to the Architect-Engineer and upon receiving clarification or correction in writing shall prepare an addendum to the affected document, and issue same to all of the prospective firms.
- (d) For all contracts exceeding \$25,000, the Construction Manager shall establish a pre-qualification procedure for applicable subcontract trades.
- (e) For all subcontracts exceeding \$10,000, the Construction Manager shall publicly advertise the request for proposal or quotation, and further, shall require that all subcontractors submit sealed subcontractor bids to be opened in the presence of the Owner or its designated agent.

2.3 CONSTRUCTION SERVICES

Prior to initiating any construction services, the Construction Manager shall represent and warrant to the Owner that the Construction Manager has visited the jobsite and examined its nature and location, including without limitation: the surface conditions of the site and any structure or obstruction both natural and man-made; the surface water conditions and water ways of the site and surrounding area; the subsurface conditions of the land as disclosed by soil test borings as provided by the Owner, and the location of electric and utility lines and water, sanitary, sewer and storm drain lines as provided by the Owner. The Construction Manager acknowledges receipt and has reviewed the site geotechnical report provided by the Owner.

- (1) Construction Manager's Staff - The Construction Manager shall maintain sufficient off-site support staff, and competent full time staff at the Project site authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the work and progress of the subcontractors and it shall provide no less than those personnel during the respective phases of construction that are set forth in Exhibit "A" to this agreement. The Construction Manager shall not change any of those persons named in Exhibit "A" unless mutually agreed to by the Owner and Construction Manager. In such case, the Owner shall have the right of approval of the qualifications of replacement personnel. Such approval will not be unreasonably withheld.
- (2) Lines of Authority - The Construction Manager shall establish and maintain lines of authority for this personnel, and shall provide this definition to the Owner and all other affected parties such as the code inspectors, the subcontractors, the Architect-Engineer and the Owner's representatives, to provide general direction of the work and progress of the various phases and subcontractors. The Owner and Architect-Engineer may attend meetings between the Construction Manager and its Subcontractors, however, such attendance shall not diminish either the authority or responsibility of the Construction Manager to administer the Subcontractor.
- (3) Schedule and Project Manual Provisions - The Construction Manager shall provide to the Owner, its representatives and the Architect-Engineer copies of the Project Manual (total number of copies not to exceed 5) developed and updated as required by Article 2.1 expanded for the Construction Phase employing their respective milestones, beginning and finishing dates, their respective responsibilities for performance and the relationships of their work with respect to subcontractors and suppliers. The Construction Manager shall also continue to provide current scheduling information and provide direction and coordination regarding milestones, beginning and finishing dates, responsibilities for performance and the relationships of the Construction Manager's work to the work of its subcontractors and suppliers to enable them to perform their respective tasks so that the development of construction progresses in a smooth and efficient manner in conformance with the overall project schedule. The schedule shall include all phases of the construction work, material supplies, long lead procurement, approval of shop drawings, change orders in progress, schedules for change orders, and performance testing requirements. The Construction Manager shall advise the Owner, its representatives and the Architect-Engineer of their required participation in any meeting or inspection giving each at least one week notice unless such notice is made impossible by conditions beyond its control. The Construction Manager shall hold job-site meetings at least once each month with the Construction Team and at least once each week with the subcontractors and the Architect-Engineer's Field Representative, or more frequently as required by work progress, to review progress, discuss problems and their solutions and coordinate future work with all subcontractors.
- (4) Bonds – Whenever the contract award amount exceeds \$100,000, the Construction Manager shall provide to the Owner, a 100% Performance Bond and a 100% Labor and Material Payment Bond, meeting the requirements of Section 255.05, F.S., on forms approved by the Owner, each in an amount not less than the total construction cost as defined in Article 9 and inclusive of the Construction Manager's fees. All bonds shall identify the School Board of Pinellas County, Florida as owner and shall identify the specific project for which the bond is submitted. All bonds shall be signed or countersigned by a Florida licensed resident agent per Section 624.425, Florida Statutes. The agent signing the bond must hold a current Power of Attorney from the surety company issuing the bond. A copy of such Power of Attorney must be attached to the bond and shall contain no restrictions preventing payment and should specify the city and state where the agent is located.

The form of the aforementioned Performance Bond shall be in accordance with AIA Document

A312, 1984 Edition, except that paragraphs 9 and 11 of the Performance Bond form shall be stricken from the form.

General guidelines applicable to all bonds:

1. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.
2. The Surety Company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
3. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
4. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the bond is issued.
5. If the contract award amount exceeds \$500,000, the Surety Company shall also comply with the following:
 - A. The Surety Company shall have at least the following minimum ratings in the latest issue of Best's Key Rating Guide.

<u>CONTRACT AMOUNT</u>	<u>POLICY HOLDER'S RATING</u>	<u>REQUIRED FINANCIAL RATING</u>
\$ 500,000 TO 1,000,000	A	CLASS I
1,000,000 TO 2,000,000	A	CLASS II
2,000,000 TO 5,000,000	A	CLASS III
5,000,000 TO 10,000,000	A	CLASS IV
10,000,000 TO 25,000,000	A	CLASS V
25,000,000 TO 50,000,000	A	CLASS VI
50,000,000 TO 100,000,000	A	CLASS VII

- B. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:
 - (a) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance, to do business in this state have been met.
 - (b) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.
- (5) Quality Control - The Construction Manager shall develop and maintain a program, acceptable to the Owner and Architect-Engineer, to assure quality control of the construction. The Construction Manager shall supervise the work of all subcontractors providing instructions to each when their work does not conform to the requirements of the plans and specifications and shall continue to exert influence and control over each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the work. Should disagreement occur between the Construction Manager and Architect-Engineer over acceptability of work and conformance with the requirements of the specifications and plans, the Owner shall be the final judge of performance and acceptability.
- (6) Subcontractor Interfacing - The Construction Manager shall be the single point of interface with all subcontractors for the Owner and all of its agents and representatives including the Architect-Engineer. It shall negotiate all change orders, field orders and request for proposals, with all affected subcontractors and shall review the costs of those proposals and advise the Owner and

Architect-Engineer of their validity and reasonableness, acting in the Owner's best interest prior to requesting approval of each change order from the Owner. Before any work is begun on any change order, a written authorization from the Owner must be issued. Performance by the Construction Manager of work described in a proposed change order or construction change directive prior to the Construction Manager's receipt of a change order or construction change directive signed by the Owner, shall constitute the Construction Manager's agreement to the scope of work, the adjustment to the GMP and/or Construction Manager's Fee, if any, and the adjustment to the contract time, if any, contained in the proposed change order or construction change directive. However, when health and safety are threatened, the Construction Manager shall act immediately to remove the threat to health and safety. It shall also carefully review all shop drawings and then forward the same to the Architect-Engineer for review and actions. The Architect-Engineer will transmit them back to the Construction Manager who will then issue the shop drawings to the affected subcontractor for fabrication or revision. The Construction Manager shall maintain a suspense control system to promote expeditious handling of all communication matters. The Construction Manager shall request the Architect-Engineer to make interpretations of the drawings or specifications requested of the Construction Manager by the subcontractors and shall maintain a suspense control system to promote timely response to all such requests for interpretation. The Construction Manager shall advise the Owner and Architect-Engineer when timely response is not occurring on any of the above and the impact of any communication failures on the progress of the performance of the work.

- (7) Permits and Licenses - The Construction Manager shall secure all necessary permits and all necessary utility connection permits, the cost of which will be considered a direct cost item. The Construction Manager shall verify that subcontractors are at all times properly licensed to perform the work or supply the materials pursuant to Chapter 489, F.S., and shall provide evidence thereof to the Owner in accordance with subsection 10.3.

(8) Job Site Requirements

The Construction Manager shall provide for each of the following activities as a part of its Construction Phase Compensation:

1. Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.
2. Maintain a roster of companies on the project with names and telephone numbers of key personnel.
3. Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.
4. Provide labor relations management for a harmonious, productive project.
5. Provide a safety program for the project to meet OSHA requirements. Monitor for subcontractor compliance without relieving them of responsibilities to perform work in accordance with the best acceptable practice.
6. Provide a quality control program as developed under Article 2.3(5) hereinabove.
7. Miscellaneous office supplies that support the construction efforts which are consumed by its own forces.
8. Travel to and from its home office to the project site as the project requires.

- (9) Job Site Administration - The Construction Manager shall provide as part of its Construction Phase Compensation, job site administrative functions during construction to assure proper documentation, including but not limited to such things as the following:

- (a) Job Meetings - Hold weekly progress and coordination meetings to provide for an easy flowing project. Implement procedures and assure timely submittals, expedite processing approvals and return of shop drawings, samples, etc. Coordinate and expedite critical ordering including

direct tax saving purchases and delivery of materials, work sequences, inspection and testing, labor allocation, etc. Review and coordinate each subcontractor's work. Review and implement revisions to the schedule. Monitor and promote safety requirements. In addition, regular project status meetings will be held between the Architect-Engineer, Owner and Construction Manager either weekly, biweekly or monthly, whichever is designated by the Owner.

Use the job site meeting as a tool for preplanning of work and enforcing schedules and for establishing procedures, responsibilities, and identification of authority for all to clearly understand.

Identify party or parties responsible for follow up on any problems, delay items or questions and record course for solution. Revisit each pending item at each subsequent meeting until resolution is achieved. Require all present to make any problems or delaying event known to those present for appropriate attention and resolution.

- (b) Shop Drawing Submittals/Approvals - Provide staff to check shop drawings and to implement procedures for submittal and transmittal to the Architect-Engineer of such drawings for action, and closely monitor their submittal and approval process.
- (c) Material and Equipment Expediting - Provide staff to closely monitor material and equipment deliveries, critically important checking and follow-up procedures on supplier commitments of all subcontractors.
- (d) Payments to subcontractors - Develop and implement a procedure for review, processing, and payment of applications by subcontractors for progress and final payments.
- (e) Document Interpretation - Refer all questions for interpretation of the documents prepared by the Architect-Engineer to the Architect-Engineer.
- (f) Reports and Project Site Documents - Record the progress of the project. Submit written progress reports to the Owner and the Architect-Engineer including information on the subcontractor's work, and the percentage of completion. Keep a daily log available to the Owner and the Architect-Engineer.
- (g) Subcontractor's Progress - Prepare periodic punch lists for subcontractor's work including unsatisfactory or incomplete items and schedules for their completion.
- (h) Substantial Completion - Ascertain when the work or designated portions thereof are ready for the Architect-Engineer's substantial completion inspection. From the Architect-Engineer's list of incomplete or unsatisfactory items, prepare a schedule for their completion indicating completion dates for the Owner's review. If the Construction Manager wishes the Architect-Engineer to conduct a pre-substantial completion inspection in conjunction with its own forces, the Architect-Engineer will prepare the presubstantial punch list from which the Construction Manager will develop a completion schedule. The Architect-Engineer will issue a certificate of substantial completion when the work on its presubstantial punch list has been accomplished.
- (i) Final Completion - Monitor the Subcontractor's performance on the completion of the project and provide notice to the Owner and Architect-Engineer that the work is ready for final inspection. Secure and transmit to the Owner, through the Architect-Engineer, all required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings, and maintenance books.
- (j) Start-Up - With the Owner's personnel, direct the checkout of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the trade Construction Managers.
- (k) Record Drawings - During the progress of the work, the Construction Manager shall require the site, plumbing, air conditioning, heating, ventilating, elevator, and electrical subcontractors to record on their field sets of drawings the exact locations, as installed, of all conduit, pipe and duct lines whether concealed or exposed which were not installed exactly as shown on the contract drawings. The Construction Manager shall also record all drawing revisions that have

been authorized by change order that effect wall or partition locations, door and window locations and other template changes. The exact routing of piping, conduit runs shall be shown on these drawings.

Upon completion of the work, this data shall be recorded to scale utilizing a computer aided design and drafting application (CADD). Two (2) sets of disk files will be furnished to the Construction Manager by the Architect-Engineer, but the cost shall be borne by the Construction Manager. Each drawing shall be noted "As Built" and shall bear the date and name of the subcontractors that performed the work. Where the work was installed exactly as shown on the contract drawings the sheets shall not be disturbed except as noted above.

The Construction Manager shall review the completed As-Built drawings and ascertain that all data furnished on the drawings are accurate and truly represent the work as actually installed. When manholes, boxes, underground conduits, plumbing, hot or chilled water lines, inverts, etc. are involved as part of the work, the Construction Manager shall furnish true elevations and locations, all properly referenced by using the original bench mark used for the project. The disks shall be submitted to the Architect-Engineer when completed, together with two sets of blue line or black line prints for certification and forwarding to the Owner at the time of final completion.

- (I) Project Closeout - In addition to the foregoing, on or before final completion of the project, the Construction Manager shall provide the following to the Owner:
- (1) "As-built" Drawings by Construction Manager as follows:
 - Two sets signed by Construction Manager as approved by the Architect-Engineer on paper (Preferred drawing size to be "D" 24" x 36" or "E" for larger buildings).
 - One Auto Cad CD
 - One PDF - CD
 - (2) Two hard copy sets of construction process submittals (including manufacturer's equipment specifications) and equipment service manuals organized by specifications divisions. Construction Manager shall provide two – four (4) drawer file cabinets (no lateral files) with locks, one for the school/facility and one for DOC Center.
 - (3) A "Warranty, Training and Equipment Transfer Book" including the following items:
 - A Master List of each warranty
 - Original copy of signed warranties as listed on Master List
 - Copy of Construction Manager, General Contractors, and Subcontractors warranties with their phone # and address
 - List of training to be per specifications
 - List of portable equipment being transferred to school/Maintenance Department and its cost
 - (4) Original certifications of the following:
 - A. Original Engineer approval of HVAC test and balance report; and CD copy of test and balance report - by test and balance company
 - B. HVAC controls test with point to point validation
 - C. Elevator inspection report from state
 - D. Fire alarm tests report
 - E. Boiler inspection report from state
 - F. Paint manufacture, paint color codes, and drawdown cards
 - G. All glass wind protection shelter certification
 - H. Division 17, copies of initial testing, preliminary system performance testing, preliminary equalization of completed systems and final proof of performance testing of completed system
 - I. Water treatment test report
 - J. Absence of Friable Materials Certification
 - K. Copy of Certificate of Completion or Certificate of Occupancy
 - (5) Five aerial photos of new completed facilities to be provided in Digital CD format (5 mega pixel minimum with a direct overhead photo and four compass point photos at 45 degrees) plus all construction related photos.

(6) Copy of Final Punch List and Certificate of Final Completion.

- (10) Administrative Records - The Construction Manager will maintain at the job site, unless agreed to otherwise by the Owner, on a current basis, files and records such as, but not limited to the following:

Contracts or Purchase Orders
 Shop Drawing Submittal/Approval Logs
 Equipment Purchase/Delivery Logs-
 Contract Drawings and Specifications with Addenda
 Warranties and Guarantees
 Cost Accounting Records:
 Sales Tax Recovery Status Report
 Labor Costs
 Material Costs
 Equipment Costs
 Cost Proposal Requests
 Payment Request Records
 Meeting Minutes
 Cost-Estimates
 Bulletin Quotations
 Lab Test Reports
 Insurance Certificates and Bonds
 Contract Changes
 Purchase Orders
 Material Purchase Delivery Logs
 Technical Standards
 Design Handbooks
 As-Built" Marked Prints
 Operating & Maintenance Instruction
 Daily Progress Reports
 Monthly Progress Reports
 Correspondence Files
 Transmittal Records
 Inspection Reports
 Bid/Award Information
 Bid Analysis and Negotiations
 Punch Lists
 PMIS Schedule and Updates
 Suspense (Tickler) Files of Outstanding Requirements
 Project Manual

The project records shall be available at all times to the Owner and Architect-Engineer for reference or review.

- (11) Owner Occupancy - The Construction Manager shall provide services during the design and construction phases, which will provide a smooth and successful Owner occupancy of the project. The Construction Manager shall provide consultation and project management to facilitate Owner occupancy and provide transitional services to get the work, as completed by the Construction Managers, "on line" in such conditions as will satisfy Owner operational requirements.

The Construction Manager shall conduct a preliminary punch list inspection and coordinate the completion of all punch list work to be done with Owner occupancy requirements in mind.

The Construction Manager shall catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey these to the Owner in such a manner as to promote their usability. The Construction Manager shall provide operational training, in equipment use, for building operators.

The Construction Manager shall secure required guarantees and warranties, assemble and deliver same to the Owner in a manner that will facilitate their maximum enforcement and assure their

meaningful implementation.

The Construction Manager shall continuously review "As-Built" Drawings and mark up progress prints to provide as much accuracy as possible.

- (12) Warranty - Where any work is performed by the Construction Manager's own forces or by subcontractors under contract with the Construction Manager, the Construction Manager shall warrant that all materials and equipment included in such Work will be new except where indicated otherwise in Contract Documents, and that such Work will be of good quality, free from improper workmanship and defective materials and in conformance with the Drawings and Specifications. With respect to the same Work, the Construction Manager further agrees to correct all work found by the Owner to be defective in material and workmanship or not in conformance with the Drawings and Specifications for a period of one year from the Date of Substantial Completion or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the Specifications. The Construction Manager shall collect and deliver to the Owner any specific written warranties given by others as required by the Contract Documents. Also, the Construction Manager shall conduct, jointly with the Owner and the Architect-Engineer, a warranty inspection six (6) months after the date of Substantial Completion, and a further warranty inspection twelve (12) months after the date of Substantial Completion. At the conclusion of each warranty inspection, the Construction Manager shall provide the Owner a written report detailing any observation of defects of any kind and a proposed remediation plan.

2.4 REPORTING REQUIREMENTS - PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS)

2.4.1 General:

- (1) Commencing immediately after execution of this Agreement, the Construction Manager shall implement and shall utilize throughout the life of this Agreement all subsystems of the Project Management Information System hereinafter referred to as PMIS.
- (2) The reports, documents, and data to be provided shall represent an accurate assessment of the current status of the Project and of the work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions. It shall be prepared and furnished to the Owner and the Architect-Engineer monthly and shall accompany each pay request as a prerequisite of payment.
- (3) If requested by the Owner, the Construction Manager shall conduct a comprehensive workshop in Pinellas County for participants designated by the Owner and additional seminars as required to provide instruction. This workshop and the seminars shall facilitate each participant's and the Owner's representatives' use and understanding of PMIS; shall support, in-part, the function of organizing in concert with the Architect-Engineer for the design and construction of the Project; and shall establish, with the full concurrence of the Owner and the Architect-Engineer, procedures for accomplishing the management control aspect of the Project.
- (4) The PMIS shall be described in terms of the following major subsystems:
 - (a) Narrative Reporting, on a monthly basis,
 - (b) Schedule Control, on a monthly basis,
 - (c) Cost Control, and estimating,
 - (d) Project Accounting,
 - (e) Accounting and Payment, and
 - (f) Action Reports.

2.4.2 Narrative Reporting Subsystem

- (1) The Construction Manager shall prepare written reports as described hereunder. No other PMIS narrative reports shall be required. All reports shall be in 8 1/2" X 11" format.
- (2) The Narrative Reporting Subsystem shall include the following reports:
 - (a) A Monthly Executive Summary which provides an overview of current issues and pending decisions, future developments and expected achievements, any problems or delays, including

code violations, and proposed solutions to alleviate any existing problems or delays.

- (b) A Monthly Cost Narrative describing the current construction cost estimate status of the Project.
 - (c) A Monthly Scheduling Narrative summarizing the current status of the overall project schedule. This report shall include an analysis of the various project schedules, a description of the critical path, and other analyses as necessary to compare planned performance with actual performance.
 - (d) A Monthly Accounting Narrative describing the current cost and payment status of the entire project. This report shall relate current encumbrances and expenditures to the budget allocations.
 - (e) A Monthly Construction Progress Report during the construction phase summarizing the work of the various subcontractors. This report shall include information from the weekly job site meetings as applicable such as general conditions, long lead supplies, current deliveries, safety and labor relations programs permits, construction problems and recommendations, and plans for the succeeding month.
 - (f) On a monthly basis, and included with the monthly report, the Construction Manager shall provide aerial photographs of construction site. The photographs shall consist of three (3) 8" x 10" prints of three different views with a project specific title block identifying the project.
 - (g) A Daily Construction Diary during the construction phase describing events and conditions on the site as well as manpower totals and hours worked per person on an individual basis.
- (3) The reports outlined in subsection (2)(a) through (f) above shall be bound with applicable computer reports and submitted monthly during design and construction phases and shall be current through the end of the preceding month. Copies shall be transmitted to the Owner and the Architect-Engineer and others designated by the Owner with the monthly pay requisition.
- Additional copies of the report outlined in subsection (2)(a) shall be bound separately and distributed monthly as directed by the Owner.
- (4) The Daily Construction Diary outlined in subsection (2)(g) above shall be maintained at the site available to the Owner and Architect-Engineer. A bound copy of the complete diary shall be submitted to the Owner at the conclusion of the project.

2.4.3 Scheduled Control Subsystem

- (1) Master Project Schedule – Within 30 days of the execution of this Agreement, the Construction Manager shall prepare and submit a Master Project Schedule covering the planning and design approvals, construction, Owner occupancy, and substantial completion of the Project. This schedule will serve as the framework for the subsequent development of all detailed schedules. The Master Project Schedule shall be produced and updated monthly throughout the project.
- (2) Within thirty (30) days after the date of the Owner's issuance of the Building Permit, the Construction Manager shall prepare and submit to the Architect-Engineer a construction schedule in quadruplicate graphically depicting the activities contemplated to occur as a necessary incident to performance of the work required to complete the project, showing the sequence in which the Construction Manager proposes for each such activity to occur and duration (dates of commencement and completion, respectively) of each such activity. The Architect-Engineer shall determine whether the construction schedule developed and submitted by the Construction Manager meets the requirements stated above and such determination shall be binding on the Construction Manager. Failure of the Construction Manager to develop and submit a construction schedule as aforesaid shall be sufficient grounds for the Architect-Engineer to find the Construction Manager in substantial default and certify to the Owner that sufficient cause exists to terminate this Agreement or to withhold any payment.

Following development and submittal of the construction schedule as aforesaid, the Construction Manager shall, at the end of each calendar month occurring thereafter during the period of time

required to finally complete the subject project and at the time any partial or final Guaranteed Maximum Price is established (as provided for herein), or at such earlier intervals as circumstances may require, update and revise the construction schedule to show the actual progress of the work performed and the occurrence of all events which have affected the progress of performance of the work already performed or will affect the progress of the performance of the work yet to be performed in contrast with the planned progress of performance of such work, as depicted on the original construction schedule and all updates and revisions thereto as reflected in the updated and/or revised construction schedule last submitted prior to submittal of each such monthly update and revision. All updated and revised schedules shall reflect any and all delays carried over from prior submitted construction schedules, unless such delay has been abated prior to the submission of an updated and revised construction schedule. Each such update and revision to the construction schedule shall be submitted to the Architect-Engineer in duplicate. Failure of the Construction Manager to update, revise, and submit the construction schedule as aforesaid shall be sufficient grounds for the Architect-Engineer to find the Construction Manager in substantial default and certify to the Owner that sufficient cause exists to terminate this Agreement or to withhold payment to the Construction Manager until a schedule or schedule update acceptable to the Architect-Engineer is submitted.

- (3) The Construction Manager shall prepare and incorporate into the schedule database, at the required intervals, the following schedules:
- (a) Pre-Subcontract Schedules (Subnetworks) - The Construction Manager shall prepare a construction schedule for work encompassed in each subcontract package. The schedule shall be sufficiently detailed as to be suitable for inclusion in the package as a framework for contract completion by the subcontractor. It shall show the interrelationships between the work of the subcontractor and that of other subcontractors, and shall establish milestones keyed to the Master Project Schedule.
 - (b) Subcontractor Construction Schedules (Subnetworks) - Upon the execution of each subcontract, the Construction Manager shall jointly with the subcontractor, develop a schedule which is more detailed than the pre-subcontract schedule included in the specifications, taking into account the work schedule of the other subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the subcontractor. The construction schedule shall also show pertinent activities for material purchase orders, manpower supply, shop drawing schedules and material delivery schedules.
 - (c) Occupancy Schedule - The Construction Manager shall jointly develop with the Architect-Engineer and Owner a detailed plan, inclusive of punch lists, final inspections, maintenance training and turn-over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to Owner occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final Owner occupancy.

2.4.4 Cost Control Subsystem - The operation of this subsystem shall provide sufficient timely data and detail to permit the Construction Team to control and adjust the project requirements, needs, materials, equipment and systems by building and site elements so that construction will be completed at a cost which, together with all other project costs, will not exceed the maximum total project budget. Requirements of this subsystem include as a minimum the following submissions at the following phases of the project:

Estimates

- (a) At completion of Schematic Design Phase I, for Each Item or scope of work.
- (b) At Completion of Preliminary Design Phase II, for Each Item or scope of work.
- (c) At Completion of 66% Construction Documents Phase III, for Each Item or scope of work.
- (d) At establishment of any partial and final Guaranteed Maximum Price.
- (e) Construction Documents Estimates - Prior to the establishment of a partial and/or final Guaranteed Maximum Price, when the working drawings and specifications are complete, the Construction Manager shall prepare and submit a cost estimate on the basis of a quantitative material take-off

with current local cost for each scope of work.

- (f) The information required by this part shall be provided in writing prior to final payment for each phase.

2.4.5 Project Accounting Subsystem - The operation of this subsystem shall enable the Construction Team to plan effectively and to monitor and control the funds available for the project, cash flow, costs, change orders, payments, and other major financial factors by comparison of budget, estimate, total commitment, amounts invoiced, and amounts payable. This subsystem will be produced and updated monthly and includes the following reports :

- (a) Costs Status Report presenting the budget, estimate, and base commitment (awarded contracts and purchase orders) for any given contract or budget line item. It shall show approved change orders for each contract which when added to the base commitment will become the total commitment. Pending change orders will also be shown to produce the total estimated probable cost to complete the work.
- (b) A Payment Status Report showing the value in place (both current and cumulative), the amount invoiced (both current and cumulative), the retainage (both current and cumulative), the amount payable (both current and cumulative), and the balance remaining. A summary of this report shall accompany each pay request.
- (c) A Detailed Status Report showing the complete activity history of each item in the project accounting structure. It shall include the budget, estimate and base commitment figures for each contract. It shall give the change order history including change order numbers, description, proposed and approved dates, and the proposed and approved dollar amounts. It shall also show all pending or rejected change orders.
- (d) A Cash Flow Diagram showing the projected accumulation of cash payments against the project. Cash flow projections shall be generated for anticipated monthly payments as well as cumulative payments.
- (e) A Job Ledger shall be maintained as necessary to supplement the operation of the project accounting subsystem. The job ledger will be used to provide construction cost accountability for general conditions work, on-site reimbursable expenses, and costs requiring accounting needs.
- (f) A Direct Tax Savings Purchase Plan shall be developed and submitted to the Owner for approval. Upon acceptance, this plan will be part of the Construction Manager's services.

2.4.6 Accounting and Payment Subsystem – The Construction Manager shall provide the Owner with reports of its internal accounting and payment systems on forms provided by the Construction Manager subject to the Owner's approval.

2.4.7 Action Reports – The Construction Manager shall provide the Owner with reports of the Construction Manager's internal activities on forms provided by the Construction Manager subject to the Owner's approval.

ARTICLE 3 SUBCONTRACTS

3.1 Definition - A Subcontractor is a person or organization who has a direct contract with the Construction Manager to perform any of the work at the site. Nothing contained in the Contract Documents shall create any contractual relation between the Owner or Architect-Engineer and any subcontractor.

3.2 Procedures - The Construction Manager shall develop procedures which are acceptable to the Owner for the prequalification of Subcontractors. Subject to Article 9 and, in accordance with Article 2.2(10), the Construction Manager shall request and receive proposals from subcontractors and suppliers and will award those contracts to the qualified firm after it has reviewed each proposal and is satisfied that the subcontractor is qualified to perform the work.

3.3 Required Subcontractors' Qualifications and Subcontract Conditions

- 3.3.1 Subcontractual Relations - By an appropriate written agreement, the Construction Manager shall require each Subcontractor to the extent of the work to be performed by the Subcontractor, to be bound to the Construction Manager by the terms of the Contract Documents, and to assume toward the Construction Manager all the obligations and responsibilities which the Construction Manager by these Documents, assumes toward the Owner and the Architect-Engineer. Said agreements shall preserve and protect the rights of the Owner and Architect-Engineer under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Construction Manager shall require each Subcontractor to enter into similar agreements with its Sub-subcontractor.

The Construction Manager shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Article 3.3 and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to its Sub-subcontractors.

3.3.2 Subcontract Requirements

- (1) On all subcontracts where the bid exceeds \$50,000, the Construction Manager may require Subcontractors to provide a 100% performance bond and a 100% labor and material payment bond from a surety company authorized to do business in the State of Florida by the Department of Insurance. If the Construction Manager wishes to award subcontracts to subcontractors unable to supply this bonding, it may request special authorization to do so. Upon providing justifiable background information, such authorization shall not be withheld unreasonably.
- (2) All Subcontracts shall provide:

LIMITATION OF REMEDY - NO DAMAGES FOR DELAY

That the subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect-Engineer or attributable to the Owner or Architect-Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time.

In the event such change in the work is completed by a subcontractor or a sub-subcontractor, the contractor actually performing the work shall be limited to a maximum mark up of 10% on its actual cost of material, labor, and equipment costs. Additionally, if the work is performed by a sub-subcontractor, the subcontractor will be limited to a mark up of 5% on the actual cost passed through from the sub-subcontractor. The total cumulative mark up on all changes in the work shall not exceed 15%.

Each subcontract shall require the subcontractor to expressly agree that the foregoing constitute the sole and exclusive remedies for delays and changes in the work and thus eliminate any other remedies for claim for increase in the contract price, damages, losses or additional compensation.

Each subcontract shall require that any claims by subcontractor for extension of contract time due to delay or for adjustments due to changes in the scope of work must be submitted to Construction Manager within the time and in the manner in which the Construction Manager must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

- 3.4 Responsibilities for Acts and Omissions - The Construction Manager shall be responsible to the Owner for the acts and omissions of its employees and agents and its subcontractors, their agents and employees, and all other persons performing any of the work or supplying materials under a contract to the Construction Manager.
- 3.5 Subcontracts to be Provided - If requested by the Owner, the Construction Manager shall include a copy of each subcontract, including the general and supplementary conditions, in the Project Manual.

ARTICLE 4 OWNER'S RESPONSIBILITIES

- 4.1 Owner's Information - The Owner shall provide full information regarding its requirements for the project.
- 4.2 Owner's Representative - The Owner shall designate a representative who shall be fully acquainted with the project and shall define the lines of Owner authority to approve Project Construction Budgets, and changes in Project. It shall render decisions promptly and furnish information expeditiously.
- 4.3 Architect and Engineer's Agreement - The Owner shall retain an Architect-Engineer for design and to prepare construction documents for the project. The Architect-Engineer's services, duties and responsibilities are described in the Agreement between the Owner and the Architect-Engineer, a copy of which will be furnished to the Construction Manager. The Agreement between the Owner and the Architect-Engineer shall not be modified without written notification to the Construction Manager.
- 4.4 Site Survey and Reports - The Owner shall provide for the furnishing for the site of the project all surveys describing the physical characteristics including asbestos surveys, as required, soil reports, and subsurface investigations, legal limitations, utility locations, and a legal description.
- 4.5 Approvals and Easements - The Owner shall pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- 4.6 Legal Services - The Owner shall furnish such legal services as may be necessary for providing the items set forth in Article 4.5 and such auditing services as it may require.
- 4.7 Cost of Surveys & Reports - The services, information, surveys and reports required by the above paragraphs shall be furnished with reasonable promptness in accordance with the approved schedule at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy and completeness thereof.
- 4.8 Drawings and Specifications - The Owner will make available to the Construction Manager a reproducible set of all copies of Drawings and Specifications reasonably necessary and ready for printing.
- 4.9 Project Fault Defects - If the Owner becomes aware of any fault or defect in the Project or non-conformance with the drawings and specifications, it shall give prompt written notice thereof to the Construction Manager and Architect-Engineer.
- 4.10 Funding - The Owner shall furnish in accordance with the established schedule, reasonable evidence satisfactory to the Construction Manager that sufficient funds will be available and committed for the cost of each part of the Project. The Construction Manager shall not commence any work, unless authorized in writing by the Owner.
- 4.11 Lines of Communication - The Owner and Architect-Engineer shall communicate with the Subcontractor Managers or suppliers only through the Construction Manager while such method of communication is effective in maintaining project schedules and quality.
- 4.12 Lines of Authority - The Owner shall establish and maintain lines of authority for its personnel and shall provide this definition to the Construction Manager and all other affected parties.
- 4.13 Permitting & Code Inspections - The Owner recognizes and coordinates with the appropriate Permitting Authority and expects the Construction Manager to do the same.

ARTICLE 5 INSPECTION

Construction will be inspected for code compliance, compliance with drawings and specifications, and quality by inspectors working for the Owner.

- 5.1 Code Inspections - All projects require detailed code compliance inspections during construction in disciplines determined by the Owner and the Architect-Engineer. These disciplines normally include, but are not necessarily limited to, structural, mechanical, electrical, plumbing and general building.

Inspection personnel will be provided by the Owner and the Architect-Engineer. Names, addresses, and

phone numbers of the inspectors will be provided to the Construction Manager. The Construction Manager shall communicate and cooperate with outside agencies for inspections as required.

The Construction Manager shall notify the appropriate inspector(s), no less than 24 hours in advance, that the work is ready for inspection and before the work is covered up. Work not inspected and approved prior to cover-up shall be uncovered for inspection. All costs for uncovering and reconstruction shall be borne by the Construction Manager.

All inspections shall be made for conformance with the applicable building codes, compliance with drawings and specifications, and quality.

Cost for all re-inspections of work found defective and subsequently repaired shall be borne by the Construction Manager.

ARTICLE 6 GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION

- 6.1 Guaranteed Maximum Price (GMP) Proposal - When the Design Documents, as generally defined by a design document listing to be provided by the Architect-Engineer and Construction Manager upon execution of this Agreement for use as a guide in developing the specifications and plan data necessary to establish a Guaranteed Maximum Price, are sufficiently complete to establish the scope of work for the Project or any portion thereof, or at such time thereafter designated by the Owner, the Construction Manager will establish and submit in writing for the Owner's approval, a Guaranteed Maximum Price ("GMP") or Partial GMP, guaranteeing the maximum price to the Owner, for the construction cost of the Project as a whole (GMP) or designated part thereof (Partial GMP). Such GMP, or Partial GMP, as applicable, will be subject to modification for changes in the Project as provided in Article 10. However, the actual price paid for the work by the Owner shall be the lesser of (1) the GMP (or Partial GMP where appropriate); or (2) the sum of the following: the actual cost of all subcontracts, supply contracts, direct labor costs, direct supervision costs, and direct job costs as defined under Article 9 necessary for the completion of the Project or applicable part thereof in the case of a Partial GMP, and the Construction Manager's compensation under Article 8.

OWNER SHALL NOT BE LIABLE FOR NOR SHALL IT PAY CONSTRUCTION MANAGER ANY SUMS IN EXCESS OF THE GUARANTEED MAXIMUM PRICE. CONSTRUCTION MANAGER SHALL PAY ALL SUMS IN EXCESS OF THE GUARANTEED MAXIMUM PRICE WITHOUT REIMBURSEMENT FROM THE OWNER. CONSTRUCTION MANAGER AGREES THAT ANY AND ALL SAVINGS BELONG AND/OR REVERT BACK TO THE OWNER.

- 6.2 Taxes - The GMP will only include those taxes in the cost of the project which are legally enacted at the time the GMP is established.

- 6.3 Cost of Work and Contingency - At the time of submission of a Guaranteed Maximum Price, the Construction Manager will verify the time schedule for activities and work which were adopted by the Construction Team and used to determine the Construction Manager's cost of work. In addition to the cost of work, a GMP will include an agreed upon sum as the construction contingency which is included for the purpose of defraying the expenses due to unforeseen circumstances relating to construction. The Construction Manager will be required to furnish documentation evidencing expenditures charged to this contingency prior to the release of funds by the Owner. Documentation for use of the contingency shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the PMIS. The Architect-Engineer shall verify the actual costs. If subcontracts or supply contracts are received below the applicable line items in the GMP, the surplus will be added to the contingency.

If subcontracts or supply contracts are received above the applicable line item in the GMP the deficiency may be taken from the contingency, however such events shall not be cause to increase the GMP.

If subcontracts or supply contracts are not received for a portion of the work at or below the applicable line item amount in the GMP, the Construction Manager reserves the right to perform that portion of the work as acknowledged by the Owner or negotiate for its performance for the specified line item lump sum amount or less.

- 6.4 Reduction of Contingency - When 100% of the contracts with subcontractors and suppliers have been

executed, the contingency within the GMP may be decreased in proportion to the percent of the work completed. In other words, if 10% of the work has been completed and the Owner requests that the contingency within the GMP be adjusted, then 10% of the contingency within the GMP will be removed from the GMP by change order. At such time that the contingency equals 10% of its original sum, no further deductions will occur until the project is 100% complete and accepted.

ARTICLE 7

SCHEDULE, TIME OF COMMENCEMENT, SUBSTANTIAL COMPLETION AND PENALTIES

7.1 At the earlier of the time a Guaranteed Maximum Price (GMP) or a Partial GMP is established, as provided for in Article 7, a project substantial completion date, a project final completion date and an Owner Occupancy date for completion of the project in accordance with the Master Project Schedule, shall also be established by the Construction Team. The Construction Manager agrees to complete the construction in accordance with the agreed upon substantial completion date, final completion date and Owner Occupancy date.

7.2 The Owner and Construction Manager acknowledge that failure to complete the project within the construction time set forth in the approved schedule will result in substantial damages to the Owner including, without limitation, delay damages, inconvenience, additional overhead and costs likely to be sustained by the Owner. Penalties for failure to comply with the terms of this Agreement, as provided for by Florida Statutes s. 1013.47, will be determined and identified by the Owner's designated representative at the time a GMP is established for all of the project, or a Partial GMP is established for a portion of the project, as appropriate.

7.2.1 Liquidated Damages for Substantial Completion - The Construction Manager shall pay the Owner the sum of: **five hundred dollars (\$500)** per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth in the Contract Documents for Substantial Completion of each phase, if phased, or the Project, if not phased.

Owner and Construction Manager acknowledge that any sums due and payable hereunder by the Construction Manager shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs likely to be sustained by the Owner as estimated at the time of executing this Agreement. If the Owner reasonably believes in its discretion that Substantial Completion will be delayed, the Owner shall be entitled, but not required, to withhold any amounts otherwise due the Construction Manager an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when in the Owner's discretion the Construction Manager overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Construction Manager those funds withheld, but no longer applicable, as liquidated damages.

Substantial Completion, in the context of this Agreement, does not refer to any prior dates wherein the Owner employs other contractors to work on the same site of the Project.

7.2.2 Liquidated Damages for Final Completion - If the Construction Manager fails to achieve final completion within 60 days of the date of Substantial Completion, the Construction Manager shall pay the Owner the sum of five hundred dollars (\$500) per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth for final completion of the Project.

Any sums due and payable hereunder by the Construction Manager shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs likely to be sustained by the Owner as estimated at or before the time of executing this Agreement. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Construction Manager an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays.

Prior being entitled to receive final payment, and as a condition precedent thereto, the Construction Manager shall provide the Owner, in the form and manner required by Owner, if any, the following:

1. An affidavit that Construction Manager's obligations to all subcontractors, laborers, equipment or suppliers, or other third parties in connection with the Project, have been paid or otherwise

- satisfied;
2. Such other documents as required by the Project Manual from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who has or might have a claim against the Owner including but not limited to final release of lien;
 3. All product warranties, operating manuals, instruction manuals and other documents customarily required of the Construction Manager or reasonably required by Owner, including but not limited to those required elsewhere in the Contract Documents, as part of its Project Closeout procedures.

- 7.3 Partial use or occupancy of the Project shall not result in the Project being deemed substantially completed, and such partial use or occupancy shall not be evidence of Substantial Completion.
- 7.4 The date of Owner Occupancy shall occur as described in Articles 2.3(11) and 7.1 hereinabove. Warranties called for by this Agreement or by the Drawings and Specifications shall commence on the date of project Substantial Completion.

ARTICLE 8 CONSTRUCTION MANAGER'S COMPENSATION

- 8.1 In consideration of the performance of this Agreement the Owner agrees to pay the Construction Manager as compensation for its services the fees set forth below in Subparagraphs 8.1.1, 8.1.2 and 8.1.3.
- 8.1.1 Compensation for Pre-Construction Services - For the performance of the services set forth under paragraphs 2.4.3(1), 2.4.4(a)(b)(c)(d), 2.2(1), 2.2(2) and 2.2(3) and for profit and overhead related to these services, a total amount that shall be fixed at **(\$30,185)** shall be due upon satisfactory completion of the work associated with the following phases according to the following breakdown:

(a)	Schematic Design Phase I	\$ _____
(b)	Preliminary Design Phase II	\$ _____
(c)	Construction Documents Phase III / Establishment of GMP	\$ 30,185
TOTAL:		\$ 30,185

The Construction Manager's personnel to be assigned during this phase, their duties and responsibilities to this project, and the duration of their assignments are shown on Exhibit "A." However, the Owner retains the right to review the need and effectiveness of any employee or employees assigned by the Construction Manager.

- 8.1.2 Compensation for Construction Services - Prior to commencement of the Construction Phase, the Owner will direct the Construction Manager in writing to proceed into the Construction Phase by issuing the Notice to Proceed.

The Construction Manager's compensation for work or services performed during the Construction Phase shall not exceed **\$407,275**. This is based on an anticipated construction duration of **8** months. The total Construction Phase Compensation shall be paid at a percentage equal to the percentage of work completed and billed on a monthly basis. The first monthly payment shall become due thirty days following the submission by the Construction Manager of a GMP or Partial GMP as provided for in Article 6 above. If construction is authorized only for a part of the project or if the Construction Manager is performing work under a Partial GMP, the compensation shall be proportionate to the amount of work authorized by the Owner or included within the Partial GMP.

- (1) Costs and Expenses Included - The following are included in the Construction Manager's compensation for services during the Construction Phase:
- (a) Salaries or other compensation of the Construction Manager's managerial and/or supervisory employees at its principal office and branch offices. The Construction Manager's managerial and/or supervisory personnel, included in this provision, who are to be assigned to the Project during the construction phase, their duties and responsibilities to

this Project, and the duration of their assignments are shown on Exhibit A.

- (b) General operating expenses of the Construction Manager's principal and branch offices related to this Project.
- (c) The costs of all data processing staff.
- (d) Salaries or other compensation of the Construction Manager's managerial and/or supervisory employees at the job site. The Construction Manager's managerial and/or supervisory personnel to be assigned to the site during the Construction Phase to be included in this provision, as well as their duties and responsibilities and the duration of their assignment are shown on Exhibit "A."
- (e) General operating expenses incurred in the management and supervision of the project, except as expressly included in Article 9.
- (f) Those services set forth in Article 2.3(8), and (9).
- (g) Job office supplies - includes paper, pencils, paper clips, file folders, staples, etc., and janitorial supplies (photo copy or blue print paper not included).
- (h) Relocation expenses for Construction Manager's personnel.
- (i) The cost of administering the Direct tax saving purchase program. This cost shall include all expenses necessary for the Construction Manager to safeguard, store, and insure all Owner Direct tax saving purchases.

For purposes of calculating the costs associated with subparagraph (a) and (d), above, the Construction Manager's Labor Burden, to be included in such cost, shall not exceed the percentage set forth within the Labor Burden Calculation Form attached hereto as Exhibit "B." For purposes hereof, Labor Burden means the actual cost of benefits and taxes that Construction Manager must pay or chooses to pay its employees and shall not include any profit, markup or expense unrelated to employee compensation. With respect to benefits Construction Manager chooses to pay, the categories of such benefits must be approved by Owner. The following types of fringe benefits shall not be included in Labor Burden: incentive compensation, bonuses, personnel support costs, and extraordinary retirement benefits. Fringe benefits shall be reimbursable only as specified in Exhibit "B."

- (2) Adjustments in Compensation - For changes in the project as provided in Article 10, the construction phase compensation shall be adjusted as follows:
 - (a) The Construction Manager shall be paid additional compensation subject to negotiation if the Construction Manager is placed in charge of reconstruction of an insured or uninsured loss excluding any condition that may have been caused by the negligent acts of the Construction Manager or anyone for whom the Construction Manager is responsible under this Agreement..
 - (b) If, at the time of the establishment of the GMP, or Partial GMP as applicable, as described in Article 6, the duration of construction differs from the above (measured by reference to the Owner Occupancy date referenced in Article 7 above), the construction phase compensation shall be re-negotiated and revised.
 - (c) Construction Manager's Exclusive Remedy (No Fault by Construction Manager): To the extent that the construction Substantial or Final Completion date is extended due to an act or neglect of the Owner or the Architect-Engineer, and without the fault of the Construction Manager, or where such extension is solely attributable to the Owner or the Architect-Engineer, the Construction Manager's sole and exclusive remedy is an extension of the construction completion date and payment of additional Compensation for Construction Services and additional Overhead necessitated by such delay. It is expressly understood by the parties that this provision is intended only to compensate the Construction Manager for

expenses actually incurred as direct costs of construction exclusively related to the scope of work suffering delay and is not intended to provide additional profit or compensation to the Construction Manager except as may be agreed to by the Owner.

- (d) Construction Manager's Exclusive Remedy (Contributory Fault of Construction Manager and Owner and/or Architect-Engineer): To the extent that the construction Substantial or Final Completion date is extended due to any act or neglect or confluence of acts or events for which both the Owner (and/or Architect-Engineer) and the Construction Manager are at fault, regardless of the proportion of fault attributable to either, the Construction Manager's sole and exclusive remedy is an extension of the construction completion date and such additional Compensation for Construction Services subject to negotiation with the Owner, except that any such additional compensation SHALL NOT include any provision for profit to the Construction Manager.

8.1.3 Overhead and Profit for Construction Phase - For overhead, profit and general expenses of any kind, except as may be expressly included in Article 9, for services provided during and related to the construction phase, the total amount of compensation shall be **(4.5%) of the Cost of the Project as defined in Article 8.1.4** and shall be paid proportionally to the ratio of the cost of the work in place, including stored materials and less retainage (see Article 12.1), as it bears on the latest estimate of the total construction cost or to the GMP or to the Owner's Construction Budget, whichever is less. The balance shall be paid when construction of the project is finally completed and occupancy of the project accepted by the Owner. If construction is authorized only for a part of the project, or if the Construction Manager is performing work under a Partial GMP, the amount of compensation shall be proportionate to the amount of work authorized by the Owner or included within in the Partial GMP.

8.1.4 Limitation on Construction Manager's Compensation – To the extent any provision of this Article 8 requires the calculation of the Construction Managers' compensation with reference to a percentage of the Cost of the Project, including, without limitation, any fees, overhead, profit or other compensation, the Cost of the Project shall be deemed to exclude the following: performance/payment bond, builder's risk insurance, liability insurance, guarantee, owner's contingency and overhead & profit, such amounts to be excluded prior to the calculation of any percentage based compensation,

ARTICLE 9 COST OF THE PROJECT

9.1 Definition - The term Cost of the Project shall mean costs necessarily incurred in the Project during the Construction Phase for Construction services and paid by the Construction Manager which are not included in Article 8. Such costs shall include only those items specifically set forth below in this Article.

The Owner agrees to pay the Construction Manager for the Cost of the Project as defined in this Article 9. Such payment shall be in addition to the Construction Manager's compensation stipulated in Article 8.

9.2 Direct Cost Items

- (1) Wages paid for labor (as opposed to wages paid to management or supervisory personnel) in the direct employ of the Construction Manager in the performance of its work under this Agreement plus Labor Burden to cover fringe benefits as set forth below.

For purposes of calculating the cost of labor to be reimbursed under the previous paragraph, the Construction Manager's Labor Burden shall not exceed the percentage set forth within the Labor Burden Calculation Form attached hereto as Exhibit "B." For purposes hereof, Labor Burden means the actual cost of benefits and taxes that Construction Manager must pay or chooses to pay its employees and shall not include any profit, markup or expense unrelated to employee compensation. With respect to benefits Construction Manager chooses to pay, the categories of such benefits must be approved by Owner. The following types of fringe benefits shall not be included in the Labor Burden: incentive compensation, bonuses, personnel support costs, and extraordinary retirement benefits. Fringe benefits shall be reimbursable only as specified in Exhibit "B."

- (2) Cost of all materials, supplies and equipment incorporated in the Project, including costs of transportation and storage thereof.

- (3) Payments due to subcontractors from the Construction Manager or made by the Construction Manager to subcontractors for their work performed pursuant to contract under this Agreement.
- (4) Cost including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen, which are employed or consumed in the performance of the work, cost on such items used but not consumed which may be turned over to the Owner at the end of the project and cost less salvage value on such items used but not consumed which remain the property of the Construction Manager. For those items to be turned over to the Owner at the end of the project, Article 2.2(7) shall apply.
- (5) Rental charges on all necessary machinery and equipment, exclusive of hand tools used at the site of the Project, whether rented from the Construction Manager or other, including installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof, which are used in the support of a sub-Construction Manager or the Construction Manager's own forces in the performance of the work, at rental charges consistent with those prevailing in the area.
- (6) Cost of the premiums for all insurance and cost of premiums for all bonds which the Construction Manager is required to procure by this Agreement specifically for the construction project. This includes any sub-contractor bonds the Construction Manager deems appropriate.
- (7) Sales, use, gross receipts or similar taxes related to allowable direct costs of the Project imposed by any governmental authority, and for which the Construction Manager is liable.
- (8) The cost of corrective work subject, however, to the GMP and except for any corrective work made necessary because of defective workmanship or other causes contributed to by the Construction Manager or its subcontractors or suppliers.

No costs shall be paid by the Owner to the Construction Manager for any expenses made necessary to correct defective workmanship or to correct any work not in conformance with the Plans and Specifications or to correct any deficiency or damage caused by negligent acts by the Construction Manager.

- (9) Minor expenses at the site, such as telegrams, long distance telephone calls, telephone service, expressage, postage, and similar petty cash items in connection with the Project to be billed at cost.
- (10) Costs for trash and debris control and removal from the site.
- (11) Cost incurred due to an emergency affecting the safety of persons and property.
- (12) Legal costs reasonably and properly resulting from prosecution of the Project for the Owner, including handling claims for changes by Subcontractors and Vendors, subject to the following limitations:
 - (a) The Owner approved incurring such costs in advance, which approval shall not be unreasonably denied; and
 - (b) The legal costs were not incurred as result of the Construction Manager's own negligence or default.

This paragraph does not provide for payment of legal costs incurred in preparing or asserting claim or requests, by Construction Manager itself, for change orders or in enforcing the obligations of this Agreement.

- (13) All costs directly incurred in the performance of the Project for the benefit of the Project and not included in the Construction Manager's fees as set forth in Article 8.
- (14) If requested by the Owner, the Construction Manager will perform all or a portion of any item in Article 9 for the cost of the work.

- (15) If approved by the Owner, the Construction Manager, when qualified, may perform all or a portion of the work for any item listed on the estimate or GMP breakdown where it is deemed advantageous due to schedule or economic benefit for the direct cost of the work.
- (16) Transportation greater than 100 miles from the site for those personnel employed directly for the project, not including relocation expenses. Such transportation must be approved in advance by the Owner, and may be in accordance with the Construction Manager's standard personnel policy but not exceeding the limits established by Florida Statutes 112.061.
- (17) Costs of all reproductions used for bidding or information purposes required by the project to directly benefit the project.
- (18) Costs for watchman and security services for the project.
- (19) Costs for efficient logistical control of the site, including horizontal and vertical transportation of materials and personnel. Also, costs for adequate storage and parking space.
- (20) Costs for such temporary facilities during construction, as approved by the Owner, including temporary water, heat, power, sanitary facilities, telephones, radios and computers with software.
- (21) Costs for any job site items not referenced herein, not normally provided by the subcontractors, which will be provided by the Construction Manager as required to complete the work.
- (22) Cost of utilizing a computer aided design and drafting application (CADD) for record drawings as described in Article 2.3(9)(k). Upon completion of the work, the Construction Manager shall obtain two (2) sets of disk files from the Architect-Engineer and record to scale all as-built conditions. The disk shall be submitted to the Architect-Engineer when completed, together with two sets of blue line or black line prints for certification and forwarding to the Client Agency, at the time of final completion.
- (23) Costs for scheduling the services of independent testing laboratories and providing the necessary testing of materials to ensure conformance to contract requirements.

ARTICLE 10 CHANGE IN THE PROJECT

- 10.1 Change Orders - The Owner, without invalidating this Agreement, may order Changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions, the GMP, and the current construction schedule, being adjusted accordingly. All changes in the Project not covered by an authorized contingency shall be authorized by Change Order signed by the Owner before the change is implemented.
- 10.1.1 A Change Order is a written order to the Construction Manager signed by the Owner, issued after the execution of this Agreement, authorizing a Change in the Project, the Construction Manager's fee, or the current construction schedule. Each adjustment in the GMP resulting from a Change Order shall clearly separate the amount attributable to the Cost of the Project.
- 10.1.2 The increase or decrease in the Guaranteed Maximum Price resulting from a change in the Project shall be determined in one or more of the following ways:
 - (1) by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Architect-Engineer and Owner;
 - (2) by unit prices stated in the Agreement or subsequently agreed upon;
 - (3) by cost as defined in Article 9 and a mutually acceptable fixed or percentage fee; or
 - (4) by the method provided in Subparagraph 10.1.3.
- 10.1.3 If none of the methods set forth in Clause 10.1.2 is agreed upon, the Construction Manager, provided it

receives a written order signed by the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures and savings of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Architect-Engineer will establish an estimated cost of the work and the Construction Manager shall not perform any work whose cost exceeds that estimate without prior written approval by the Owner. In such case, and also under Article 10.1.2 above, the Construction Manager shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data of the increase in the Cost of the Project as outlined in Article 9. The amount of decrease in the Guaranteed Maximum Price to be allowed by the Construction Manager to the Owner for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease.

- 10.1.4 If unit prices are stated in the Agreement or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or the Construction Manager, the applicable unit prices and Guaranteed Maximum Price shall be equitably adjusted.
- 10.1.5 Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Drawings, Specifications, or Owner furnished information or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, be encountered, the Guaranteed Maximum Price and the Construction Completion date shall be equitably adjusted by Change Order upon a request for Change Order in accordance with Article 10.2, provided, however, that no such adjustment shall be made if the Construction Manager has failed to comply with the requirements of Article 2.2(2).

10.2 Claims for Additional Cost or Time

All claims for additional cost or time shall be made by request for a change order submitted as provided in Article 16.

If the Construction Manager is delayed at any time in the progress of the work by any act or neglect of the Owner or the Architect or of any employee of either or by any separate contractor employed by the Owner or by any changes ordered in the work or by labor disputes, fire, or unusual delay in transportation, unavoidable casualties or any causes beyond the Construction Manager's control or by delay authorized by the owner pending resolution of disputes, and any such delay affects the critical path of the work as reflected on the most recent Master Project Schedule or revision thereto under the PMIS, the Substantial Completion date shall be extended by Change Order for such reasonable time as the Construction Team may determine.

Only delays which are determined to extend the critical path for the schedule for constructing the project will result in a time extension. Neither the Owner nor the Construction Manager shall be considered to own the schedule float time.

Should events occur during the performance of the project which would justify granting the Construction Manager a time extension under any of the above circumstances causing delay, the Construction Manager shall be entitled to receive only such time extension as is determined by the Project Architect-Engineer to be due the Construction Manager as follows:

.1 In the event the currently published construction schedule indicates completion at or after the contractually established date for Substantial Completion, any time extension shall only be added to the contractually established date for Contract Completion.

.2 The Project Architect-Engineer shall determine its recommendation as to time extensions which shall be determined by application of that portion of delay time directly affecting the critical path of the current accepted construction schedule.

.3 The Construction Manager may not receive a time extension or additional compensation for any delay unless such delay is noted by the Construction Manager on the first construction schedule submitted after the Construction Manager knows or should know of the cause for such delay and the Construction Manager has provided information to the Owner and Project Architect-Engineer as to corrective action to offset such delay.

.4 The Owner will not be obligated to grant time extensions nor the Project Architect-

Engineer obligated to recommend such based on improper scheduling of the project or failure to meet schedules, if not indisputably and totally the fault of the Owner or Project Architect-Engineer.

10.3 Audit Rights

Owner shall have the right to conduct an audit of Construction Manager's books and records and to verify the accuracy of Construction Manager's claims with respect to Construction Manager's costs associated with any Change Order or Construction Change Directive and Construction Manager's compliance with this Agreement and applicable law. The Construction Manager agrees to obtain from subcontractors and provide to Owner and Architect-Engineer upon request all documentation and information as is reasonably necessary to enable Owner and Architect-Engineer to evaluate change order requests, including without limitation the breakdown between subcontractor labor, material and profit. Construction Manager shall provide Owner with documentary evidence that all subcontractors are at all times properly licensed pursuant to Chapter 489, F.S., and other applicable law. This provision shall not be construed to reduce the audit rights provided in Article 12.7.

10.4 Minor Changes In The Project

The Architect-Engineer will have authority to order minor changes in the Project not involving an adjustment in the Guaranteed Maximum Price or an extension of the Construction Completion Date and not inconsistent with the intent of the Drawings and Specifications. Such changes shall be effected by written order. Documentation of changes shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the PMIS. Changes shall be approved by the Project Architect-Engineer.

10.5 Emergencies

In any emergency affecting the safety of persons or property, the Construction Manager shall act at its discretion, to prevent threatened damage, injury or loss. Any increase in the Guaranteed Maximum Price or extension of time claimed by the Construction Manager on account of emergency work shall be determined as provided in Article 10.1.2.

10.6 Hazardous Materials

10.6.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Construction Manager, the Construction Manager shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

10.6.2 The Owner shall not be responsible under paragraph 10.6.1 for materials and substances brought to the site by the Construction Manager unless such materials were required by the Contract Documents.

10.7 Safety

The Construction Manager shall be fully and solely (excepting the liabilities and responsibilities of his subcontractors are not hereby eliminated) for all matters of safety of persons and property arising from this Agreement. Neither the Architect-Engineer, nor the Owner or any of their representatives or employees are to be assumed to have any role in matters of safety except they (including the School's Principal or Facility Director) shall have the authority to order suspension of a portion of the Work which they notice may endanger students, faculty, School District employees or the public. In such instances, the Construction Manager shall be entitled to no additional compensation. However, safety shall not be the Principal's or Director's responsibility, but shall be solely the responsibility of the Construction Manager.

ARTICLE 11 DISCOUNTS AND PENALTIES

11.1 All discounts for prompt payment shall accrue to the Owner to the extent the Cost of the project is paid directly by the Owner or from a fund made available by the Owner to the Construction Manager for such payments. To the extent the Cost of the Project is paid with funds of the Construction Manager, all cash discounts shall accrue to the Construction Manager. All trade discounts, rebates and refunds, and all

returns from sale of surplus materials and equipment, shall be credited to the Cost of the Project. All penalties incurred due to fault of the Construction Manager for late payment of Cost of the Project will be paid by the Construction Manager.

ARTICLE 12 PAYMENTS TO THE CONSTRUCTION MANAGER

- 12.1 Monthly Statements - The Construction Manager shall submit to the Owner a statement, sworn to if required, along with the cost reports required under Article 2.4.5, showing in detail all monies paid out, cost accumulated or costs incurred on account of the Cost of the Project during the previous period and the amount of the Construction Manager's compensation due as provided in Article 8. This data shall be attached to the Partial Pay Request form. Ten percent (10%) retainage shall be held on all payments until the Agreement is fifty percent (50%) complete, except that, when approved by the Owner, certain suppliers and subcontractors may be paid the entire amount due when such payment is generally the practice of the industry. 50% completion shall be defined for purposes of this provision as that point in the construction of the project at which time the Architect Engineer has approved for payment to the Construction Manager fifty percent (50%) or more of the Guaranteed Maximum Price of the project as defined herein in Article 6. At 50% completion, the Owner shall approve a reduction of the retainage from 10% to 5% on each subsequent progress payment and, may, upon proper request of the Construction Manager, make payment of up to one-half of the retainage held by the Owner, unless the Owner has appropriate grounds for withholding the payment of retainage, such as the existence of a good faith dispute, claim or demand by the Owner or Construction Manager. Payments by the Owner to the Construction Manager shall be made as described in Article 17.7 hereinafter. The parties acknowledge that the maximum retainage set forth in this provision is subject to current Florida Statutes. In the event of a change in the applicable Florida Statutes affecting the maximum allowable retainage, whether an increase or decrease, such change shall be applied to this Agreement prospectively from the date of such change.
- 12.2 Final Payment - Final payment constituting the unpaid balance of the Cost of the Project and the Construction Manager's compensation, shall be due and payable as described in Article 17.7 after the Owner has accepted occupancy of the project, provided that the Project is then finally completed, and that this Agreement has been finally performed. However, if there should remain work to be completed, the Construction Manager and the Architect-Engineer shall list those items prior to receiving final payment and the Owner may retain a sum equal to 150% of the estimated cost of completing any unfinished work, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items are likewise listed separately. The cost of completing unfinished items shall be established by the Architect/Engineer in its sole discretion. Thereafter, Owner shall pay to Construction Manager, monthly, the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retainage, the Construction Manager shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the Owner's operating and maintenance personnel is complete.
- 12.2.1 Compliance with s. 218.735, Florida Statutes – The Construction Manager, Owner, and Architect-Engineer shall cooperate in the development of a list of items required to render complete, satisfactory, and acceptable the construction services purchased by the Owner according to the following time table:
1. For construction projects having an estimated cost of less than \$10 million, within 30 calendar days after reaching substantial completion of the construction services or upon reaching beneficial occupancy or use, whichever is later;
 2. For construction projects having an estimated cost of \$10 million or more, within 60 calendar days after reaching substantial completion of the construction services or upon reaching beneficial occupancy or use, whichever is later;
 3. In the event the Project calls for construction in phases or involves the construction of more than one building or structure, such a list shall be developed for each phase or building/structure according to the time frames in the preceding paragraphs.
 4. It shall be the responsibility of the Construction Manager to submit, for the Architect-Engineer to review, a preliminary list of the type herein described, including both incomplete and incorrect items, no later than the Construction Manager's request for a Substantial Completion inspection. The Architect shall approve, reject, or make recommended revisions to the list within 15 days of the submission. Upon rejection or revision, the Construction Manager shall have 15 days in which to resubmit the list for the Architect to re-

review. Upon approval of the form of the list by the Architect, the Owner shall have 30 days to approve, reject or amend the list. Upon rejection or revision by the Owner, the Construction Manager shall have 15 days in which to resubmit the list to the Owner for approval. The final form of the list must be completed prior to the deadlines established in subparagraphs 1-3 above.

- 12.3 Payments to Subcontractors - The Construction Manager shall promptly, within 10 days after receipt of payment from the Owner, pay all the amount due subcontractors less a retainage of ten percent (10%) until the project is fifty percent (50%) complete, and based on Construction Manager's evaluation of the subcontractor's acceptable performance, the Owner may approve a reduction in retainage from 10% to 5% thereafter. If there should remain items to be completed, the Construction Manager and Architect-Engineer shall list those items required for completion and the Construction Manager shall require the retainage of a sum equal to 150% of the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items is likewise listed separately. Thereafter, the Construction Manager shall pay to the subcontractors, monthly, the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retainage, the Construction Manager shall require the subcontractor to submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the Owner's operating and maintenance personnel is complete.

Final payment may be made to certain select subcontractors whose work is satisfactorily completed prior to the total completion of the Project but only upon approval of the Owner.

- 12.4 Delayed Payments by Owner – Owner shall comply with the Local Government Prompt Payment Act as set forth in Florida Statutes s. 218.70 et seq.
- 12.5 Payments for Materials and Equipment - Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at the site or another location subject to prior approval and acceptance by the Owner on each occasion.
- 12.6 Withholding Payments To Subcontractors - The Construction Manager shall not withhold payments to subcontractors if such payments have been made to the Construction Manager. If Prompt payment does not occur for any reason, the Construction Manager shall immediately return such monies to the Owner, adjusting pay requests and project bookkeeping as required.
- 12.7 Audit Rights

Construction Manager's records, which shall include, but not be limited to, accounting records, payroll time sheets, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files, (including documentation covering negotiated settlements), and other supporting evidence necessary to substantiate charges related to this Agreement (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Construction Manager or any of his payees pursuant to the execution of this Agreement. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs as they may apply to reimbursable costs associated with this Agreement. All records shall be provided by Construction Manager within a reasonable period of time not to exceed 30 days following receipt of Owner's written request.

Construction Manager shall keep all records and supporting documentation which concern or relate to the work hereunder for a minimum of three (3) years from the date of termination of this Agreement or the date the Project is completed, whichever is later or such longer period of time as may be required by law. Construction Manager shall require all of its subcontractors to likewise retain all of their Project records and supporting documentation. Owner and any duly authorized agents or representatives of Owner, shall be provided access to all such records and supporting documentation at any and all times during normal business hours upon request by Owner. Further, Owner, and any duly authorized agents or representatives of Owner, shall have the right to audit, inspect and copy all of Construction Manager's and any subcontractor's Project records and documentation as often as they deem necessary and Construction Manager shall cooperate in any audit, inspection, or copying of the documents.

If at any time, Owner conducts such an audit of Construction Manager's records and documentation and finds that Construction Manager overcharged Owner for any compensation or costs incurred in the Project, Construction Manager shall pay to Owner the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). If the Overcharged Amount is equal to or greater than 3/8 of 1% of the construction value, Construction Manager shall pay to Owner the Overcharged Amount and the Audit Amount which is defined as the total aggregate of Owner's reasonable audit costs incurred as a result of its audit of Construction Manager. Owner may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing Construction Manager with regard to the Project or under any other agreement between Construction Manager and Owner. If such amounts owed Construction Manager are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Construction Manager hereby acknowledges and agrees that it shall pay such remaining amounts to Owner within seven (7) business days of its receipt of Owner's invoice for such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed reimbursable to Construction Manager..

Construction Manager shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this Article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts, which include such provisions, shall be reason to exclude some or all of the related payees' costs from amounts payable to the Construction Manager pursuant to this Agreement.

This Article, including all access, inspection, copying, auditing, reimbursement and repayment rights, shall survive the termination of this Agreement.

ARTICLE 13 INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION

13.1 Indemnity

- (1) The Construction Manager agrees to indemnify and hold harmless the Owner, its officers and employees, and Architect-Engineer from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Construction Manager and persons employed or utilized by the Construction Manager in the performance of this Agreement.
- (2) The Owner shall cause any other Contractor who may have a contract with the Owner to perform construction or installation work in the area where work will be performed under this Agreement, to agree to indemnify and hold harmless the Owner, its officers and employees, under the same terms as required of the Construction Manager under the preceding paragraph.

13.2 Insurance

- (1) The Construction Manager shall not commence any construction work in connection with this Agreement until it has obtained all of the following types of insurance and such insurance has been approved by the Owner, nor shall the Construction Manager allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida and minimum AM Best ratings of A-VII.
- (2) Worker's Compensation Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Worker's Compensation Insurance for all its employees connected with the work of this Project and, in case any work is sublet, the Construction Manager shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Construction Manager. Such insurance shall comply with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this Agreement at the site of the Project is not protected under the Worker's Compensation statute, the Construction Manager shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected.
- (3) Construction Manager's Public Liability and Property Damage Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Comprehensive General

Liability and Comprehensive Automobile Liability Insurance as shall protect it from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by the Construction Manager itself or by anyone directly or indirectly employed by the Construction Manager, and the amount of such insurance shall be minimum limits as follows:

(a) Construction Manager's Comprehensive General Liability Coverages, Bodily Injury & Property Damage	\$1,000,000 Each Occurrence, Combined Single Limit
(b) Employer's Liability	\$1,000,000 Each Occurrence
(c) Automobile Liability Coverages, Bodily Injury & Property Damage	\$1,000,000 Each Occurrence, Combined Single Limit
(d) Excess Liability, Umbrella Form	\$5,000,000 Each Occurrence
- Shall be Excess over policies in Sections 13.2 (3) (a), (b) and (c) and 13.2 (5).

Combined Single Limit

Insurance clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis.

- (4) Subcontractor's Public Liability and Property Damage Insurance - The Construction Manager shall require each of its subcontractors to procure and maintain, during the life of any subcontract related to the Project, insurance of the type specified above or insure the activities of its subcontractors in its policy, as specified above.
- (5) Owner's and Construction Manager's Protective Liability Insurance - The Construction Manager shall procure as a cost of the project and furnish an Owner's and Construction Manager's Protective Liability Insurance Policy with the following minimum limits:
 - (a) Bodily Injury Liability & Property Damage Liability \$1,000,000 Each Occurrence Combined Single Limit
- (6) "XCU" (Explosion, Collapse, Underground Damage) - The Construction Manager's Liability Policy shall provide "XCU" coverage for those classifications in which they are excluded.
- (7) Broad Form Property Damage Coverage, Products & Completed Operations Coverages -The Construction Manager's Liability Policy shall include Broad Form Property Damage Coverage, Products and Completed Operations Coverages.
- (8) Contractual Liability Work Contracts - The Construction Manager's Liability Policy shall include Contractual Liability Coverage designed to protect the Construction Manager for contractual liabilities assumed by the Construction Manager in the performance of this Agreement.
- (9) Insurance Conditions
 - (a) To cover to the fullest extent permitted by law, the Construction Manager's Liability Policy shall insure the Owner and the Architect-Engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Construction Manager, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party insured hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article.

- (b) In any and all claims against the Owner or the Architect-Engineer or any of their agents or employees by any employee of the Construction Manager, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the insurance obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Construction Manager or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- (c) The obligations of the Construction Manager under this Article 13.2(9) shall not extend to the liability of Architect-Engineer, its agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instruction by Architect-Engineer, its agents or employees providing such giving or failure to give is the primary cause of the injury or damage.
- (10) Owner's Builder's Risk Coverage - The Owner shall take out and maintain during the life of this Agreement a "Builder's Risk Policy" completed value form as a cost of the Project, issued to provide coverage on an "all risk" basis, including theft. This coverage shall remain in force regardless of partial occupancy by the Owner prior to final acceptance of the Project. The "Builders Risk Policy" shall insure the construction and / or renovation, and all materials, supplies equipment and machinery which are charged to the project and which will be incorporated into the construction and / or renovation, except:
- (1) Construction Manager's, Contractor's and Subcontractor's tools, machinery, plant and equipment, cranes, lifts or hoists including spare parts and accessories and property of a similar nature not destined to become a part of the completed Project;
 - (2) Vehicles or equipment licensed for highway use, rolling stock, aircraft or watercraft whether on or off the project site;
 - (3) Materials, equipment, parts and supplies after delivery to the project site or an approved offsite storage facility and destined to become a part of the completed Project purchased through the Owner's Direct tax saving purchase program such that the Owner shall directly enjoy the economic benefit of the proceeds of such insurance as required by Florida Administrative Code Rule 12A-1.094.
 - (4) Scaffolding, form work, fences, shoring, hoarding, falsework, and temporary buildings and all property of a similar nature unless such property is specifically charged to the project, insurable values are declared, and coverage is agreed to be assumed by Owner;
 - (5) All property in transit prior to delivery and acceptance in an undamaged state at the project site;
 - (6) All property in offsite temporary storage unless agreed to be assumed by Owner.
- Unless otherwise agreed, for all of the described property listed in Section 13.2, 10, (1) through (6) above, all risks of loss or damage will be retained by the Construction Manager, Contractors, and Subcontractors for their own account.
- (11) Construction Manager's Property Insurance Coverage - The Construction Manager shall take out and maintain during the life of the Project, an "all risks" property policy and transit policy, including theft, providing coverage for property specified in Section 13.2, 10, (3) through (6). This coverage shall remain in force regardless of partial occupancy by the Owner prior to final acceptance of the Project. These policies will name the Owner as an Additional Insured and Loss Payee as their respective interest in the insured property may appear. Any applicable deductibles under these policies will be the responsibility of the Construction Manager.
- (12) Certificates of Insurance - The Owner shall be furnished proof of coverage of Insurance as follows:
- Certificate of Insurance form will be furnished to the Owner along with the Contract Documents. These shall be completed and signed by the authorized Florida Resident Agent, and returned to the Owner. This Certificate shall be dated and show:

- (1) The name of the insured Construction Manager, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.
- (2) Owner as Additional Insured under the Construction Manager's policies. Construction Manager as Additional Insured under the Owner's Builders Risk Policy as their respective interest in insured property may appear.

(3) All required Waivers of Subrogation.

(2) Statement that the Insurer will mail notice to the Owner and a copy to the Architect-Engineer at least sixty (60) days prior to any material changes in provisions or cancellation of the policy.

(3) Certificate of Insurance shall be in the form as approved by the Insurance Standards Office (ISO) and such Certificate shall clearly state all the coverages required in this Section commencing at 13.2 and ending with 13.3.4.

- (13) Owner's Insurance to be Excess or Secondary to Construction Manager's Insurance - as to any insurable claim for which both the Owner and Construction Manager have applicable insurance, the Construction Manager's policy shall be considered primary and the Owner's shall be secondary or excess only.

13.3 Waiver of Subrogation

13.3.1 The Owner and the Construction Manager waive all rights against each other, for any loss or damages covered by insurance provided under Article 13.2 to the extent covered by such insurance, except:

- (1) Such rights as they may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees;
- (2) On renovations of existing facilities Owner and their property insurers shall not waive subrogation if property damage to an existing adjacent facility or school is caused by the negligence, recklessness or intentional wrongful misconduct of the Construction Manager or Subcontractors.
- (3) Owner and their liability insurers shall not waive subrogation if bodily injury to any person or persons or property damage to others is caused by the negligence, recklessness or intentional wrongful misconduct of the Construction Manager or Subcontractors.
- (4) As respects Sections 13.2 (10) Owners Builders Risk Insurance and 13.3.1 (2) & (3) above, Construction Manager and Subcontractors will be responsible to pay Owners deductibles or self insured retentions under Owner's Insurance when loss or damage is caused by the negligence, recklessness or intentional wrongful misconduct of the Construction Manager or Subcontractors.

The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

13.3.2 If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed.

ARTICLE 14

TERMINATION OF THE AGREEMENT AND OWNER'S RIGHT TO PERFORM CONSTRUCTION MANAGER'S OBLIGATION

14.1 Termination by the Construction Manager - If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Construction Manager, or if the Project should be stopped for a period of sixty (60) days by the Construction Manager, for the Owner's failure to make payments thereon in violation of the terms of this Agreement, then the Construction Manager may, upon seven days written notice to the Owner, request payment for all work executed, the Construction Manager's fees earned to date, and for any proven loss sustained upon any materials, equipment, tools, construction equipment, and machinery, including reasonable terminal expenses incurred by the Construction Manager.

14.2 Owner's Right to Perform Construction Manager's Obligations and Termination by Owner for Cause.

- (1) If the Construction Manager fails to perform any of its obligations under this Agreement, including any obligation it assumes to perform work with its own forces, the Owner may, after seven (7) days written notice during which period the Construction Manager fails to perform such obligation, make good such deficiencies. The GMP, or the actual cost of the Project, whichever is less, shall be reduced by the cost to the Owner of making good such deficiencies and the Construction Manager's Construction Phase Compensation shall be reduced by an amount required to manage the making good of such deficiencies.
- (2) If the Construction Manager is adjudged a bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls 45 days or more behind schedule) which has been adopted by the Construction Team, or if it fails to make prompt payment to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Agreement, then the Owner may, without prejudice to any right or remedy and after giving the Construction Manager and its surety, if any, seven (7) days written notice, during which period Construction Manager fails to cure the violation, terminate the employment of the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Construction Manager, and may finish the Project by whatever method it may deem expedient. In such case, the Construction Manager shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from its obligations assumed under Article 6. Reasonable terminal expenses incurred by the Owner may be deducted from any payments left owing the Construction Manager (excluding monies owed the Construction Manager for subcontract work). The GMP, or the actual cost of the Project, whichever is less, shall be reduced by the cost to the Owner of finishing the project and the Construction Manager's Construction Phase Compensation shall be reduced by an amount required to manage the project through completion.
- (3) If the Construction Manager refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Construction Manager in conjunction with this Agreement, then the Owner may, without prejudice to any right or remedy and after giving the Construction Manager and its surety, if any, seven (7) days written notice, during which period Construction Manager still fails to allow access, terminate the employment of the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Construction Manager, and may finish the project by whatever method it may deem expedient. In such case, the Construction Manager shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from its obligations assumed under Article 6. Reasonable terminal expenses incurred by the Owner may be deducted from any payments left owing the Construction Manager (excluding monies owed the Construction Manager for subcontract work). The GMP, or the actual cost of the Project, whichever is less, shall be reduced by the cost to the Owner of finishing the project and the Construction Manager's Construction Phase Compensation shall be reduced by an amount required to manage the project through completion.

14.3 Termination by Owner Without Cause

Owner may terminate this Agreement at any time in Owner's sole and absolute discretion subject to the following rights of the Construction Manager: If the Owner terminates this Agreement other than pursuant to Article 14.2(2) or Article 14.2(3), it shall reimburse the Construction Manager for any unpaid Cost of the Project due under Article 9, plus that part of the unpaid balance of the Construction Phase Compensation in an amount as will increase the payment on account of its fee to a sum which bears the same ratio to the Construction Phase Compensation as the Cost of the Project at the time of termination bears to the Guaranteed Maximum Price, if established, otherwise to the current Estimate of the actual cost of the Project as of the time of termination. The Owner shall also pay to the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. In case of such termination of Agreement the Owner shall further assume and become liable for obligations,

commitments and unsettled contractual claims that the Construction Manager has previously undertaken or incurred in good faith in connection with said Project. The Construction Manager shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps including the legal assignment of its contractual rights, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such obligations or commitments.

- 14.4 Any termination for cause by Construction Manager, which is adjudged by a court of competent jurisdiction, arbitration panel, if applicable, or the like, shall be converted to a termination pursuant to section 14.3, above, and the Construction Manager paid accordingly. Construction Manager's rights in such an event shall be treated as if the termination was for convenience from its inception.

ARTICLE 15 ASSIGNMENT AND GOVERNING LAW

- 15.1 Neither the Owner nor the Construction Manager shall assign its interest in this Agreement without the written consent of the other including the assignment of proceeds. Any assignment of proceeds without the written approval of the Owner signed by the Superintendent of Schools shall be a material breach of this agreement and grounds for immediate termination by the Owner.
- 15.2 This Agreement shall be governed by the Laws of the State of Florida.

ARTICLE 16 NOTICE OF CLAIM, WAIVER OF REMEDIES, NO DAMAGES FOR DELAY

- 16.1 The Owner's liability to the Construction Manager for any claims arising out of or related to the subject matter of this Agreement, whether in contract or tort, including, but not limited to, claims for extension of construction time, for payment by the Owner of the costs, damages or losses because of changed conditions under which the work is to be performed, or for additional work, shall be governed by the following provisions:

- (a) All claims must be submitted as a Request for Change Order in the manner as provided herein;
- (b) The Construction Manager must submit a Notice of Claim to Owner and to the Architect-Engineer within 20 days of when the Construction Manager was or should have been aware of the occurrence of the event giving rise to the claim; and
- (c) Within 20 days of submitting its Notice of Claim, the Construction Manager shall submit to the Owner its Request for Change Order, which shall include a written statement of all details of the claim, including a description of the work affected.

The Construction Manager agrees that the Owner shall not be liable for any claim that the Construction Manager fails to submit as provided in this paragraph. Time is of the essence with respect to the time requirements of this paragraph.

- 16.2 After receipt of a Request for Change Order, the Owner, in consultation with the Architect-Engineer, shall deliver to the Construction Manager its written determination of the claim. As to matters subject to the determination by final agency action (not actions for breach of contract or tort) the Owner's written decision shall be final agency action unless the Construction Manager requests an administrative proceeding pursuant to Section 120.57, Florida Statutes, by filing a petition in compliance with Rule Chapter 28-106, F.A.C. within twenty-one (21) days of the Construction Manager's receipt of the Owner's determination.

The venue for all civil and administrative actions against the Owner shall be in Pinellas County.

- 16.3 The Construction Manager's exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or the Architect-Engineer, including claims based on breach of contract or negligence, shall be a claim submitted in compliance with 16.1 above, for an extension of the scheduled construction time, as determined by Article 10.2 of this Agreement, and additional compensation pursuant to Article 8.1.2(2) of this Agreement.

The Construction Manager expressly agrees that the foregoing constitute its sole and exclusive remedies for delays and changes in such work, and eliminate any other remedies for claims for increase in the contract price, delays, changes in the work, damages, losses or additional compensation.

- 16.4 In the event it shall be determined, by a Court of competent jurisdiction, that the preceding provision are inapplicable or enforceable for any reason or cause, then the Construction Manager shall be entitled to the sum of \$200 per day for each day it is actually delayed by the action of or neglect of the Owner or Architect-Engineer, or by changes in the Project, or by any other cause of delay which is attributable to the Owner and beyond the Construction Manager's control, avoidance or mitigation and without the fault or negligence of the Construction Manager and/or Subcontractor or supplier at any tier. This provision contemplates anticipated and actual loss caused by any delay and the difficulty in proving the loss. The sum set forth above, on a per diem basis, is the total amount recoverable from the Owner as full and final compensation for all delay damages, consequential damages, loss of profits and/or the like, plus additional construction phase fees as determined by Article 8.1.2.

16.5 Mediation

Any claim arising out of or related to this Agreement, except those which are waived pursuant to the terms of this Agreement, shall, after initial determination by the Owner, in consultation with the Architect-Engineer, or 30 days after the submission of the claim to the Owner, be subject to mediation, in the County wherein the project is located, as a condition precedent to the institution of legal or equitable proceedings by either party.

ARTICLE 17 MISCELLANEOUS

- 17.1 Interest - Any monies not paid when due to the Construction Manager under this Agreement shall bear interest only as may be required by Section 215.422(3)(b), Florida Statutes (2004), which section provides for interest only on undisputed amounts for which payment has been authorized. In the event of any dispute relating to payments under this Agreement, except in the limited circumstances set forth above, interest shall be calculated based on the annual increase in the Consumer Price Index (CPI-U) as published by the United States Bureau of Labor Statistics for the calendar year first preceding the date on which the dispute arose.

- 17.2 Harmony - Construction Manager is advised and hereby agrees that it will exert every reasonable and diligent effort to assure that all labor employed by Construction Manager and its Subcontractors for work on the project shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of the project.

Construction Manager further agrees that this provision will be included in all subcontracts of the Subcontractors as well as the Construction Manager's own contract; provided, however, that this provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

- 17.3 Apprentices - If the Construction Manager employs apprentices on the project, the behavior of the Construction Manager and the Owner shall be governed by the provisions of Chapter 446, Florida Statutes, and by applicable standards and policies governing apprentice programs and agreements established by the Division of Labor of the State of Florida Department of Labor and Employment Security. The Construction Manager will include a provision similar to the foregoing sentence in each subcontract.

- 17.4 Current Funding Limitations - The Owner's current funding only allows for an expenditure of the Owner's Construction Budget. Any further services and/or construction requires additional funding and are only to be commenced upon receipt of a specific written authorization from the Owner.

- 17.5 Invoices - Invoices shall be submitted in detail sufficient for a proper preaudit and postaudit thereof. Invoices for any travel expenses shall be submitted in accordance with procedures specified in Section 112.061 of the Florida Statutes governing payments by the State for travel expenses.

- 17.6 Construction Manager's Project Records - The Construction Manager's Project Records shall be maintained as prescribed hereinabove for the minimum period required by Federal Law, and shall be made available to the Owner or its authorized representative at mutually convenient times.

- 17.7 Construction Manager's Payment Rights - Construction Managers providing goods and services to the Owner should be aware of the following time frames. Upon receipt, the Owner has thirty (30) days to inspect and approve the goods and services.

Pay Requests which have to be returned to a Construction Manager because of Construction Manager's preparation errors will result in a delay in the payment. The Pay Requests payment requirements do not start until a properly completed Pay Request is provided to the Owner.

- 17.8 Public Entity Crime Information Statement - "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Construction Manager, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
- 17.9 Unauthorized Aliens - The School District shall consider the employment by any Construction Manager of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement.
- 17.10 Electronic Mail Capabilities - The Construction Manager must have electronic mail capabilities through the World Wide Web. It is the intention of the Owner to use electronic communication for all projects whenever possible. The Construction Manager shall provide their electronic mail address and the name of a contact person responsible for their electronic communications.
- 17.11 Authority - Each person signing this Agreement on behalf of either party warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 17.12 Prohibition on Contingent Fees - Construction Manager warrants that Construction Manager has not employed or retained any company or person, other than a bona fide employee working solely for Construction Manager, to solicit or secure this Agreement and that Construction Manager has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Construction Manager, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. At the time this Agreement is executed, Construction Manager shall sign and deliver to the Owner the Truth-in-Negotiation Certificate attached hereto and made a part hereof as Exhibit "C." Construction Manager's compensation shall be adjusted to exclude any sums by which Owner determines that compensation was increased due to inaccurate, incomplete, or non-current wage rates or other factual unit costs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

The School Board of Pinellas County, Florida

By: _____
Carol J. Cook, Chairperson

Attest: _____
Michael A. Grego, Ed.D., Superintendent

Approved as to form:

David Kaprielian
School Board Attorney

Cutler Associates, Inc.
8918 Brittany Way
Tampa, FL 33619

By: _____

Title: _____

print or type name

Attachment: pTEC CLWtr CM AGREEMENT (3806 : Agreement - Cutler Associates/PTEC Clearwater Campus)

EXHIBIT A
CONSTRUCTION MANAGER'S PERSONNEL

OFF-SITE STAFF:

Individual:	Title:	Duration in Months	% of Time Available
<u>DURING DESIGN:</u>			
(Off-Site Individual 1)Mark Savigny	(Title)Dir. Of Pre-Con	5	25%
(Off-Site Individual 2)Duke Perry	(Title)Sr. Estimator	5	50%
(Off-Site Individual 3)Randy Fitkin	(Title)Dir. Of Ops	5	10%
(Off-Site Individual 4)Chris Norton	(Title)Sr. Project Mgr	5	25%
(Off-Site Individual 5)	(Title)		
<u>DURING CONSTRUCTION:</u>			
(Off-Site Individual 1)Chris Norton	(Title)Sr. Project Mgr	8	65%
(Off-Site Individual 2)Duke Perry	(Title)Project Engineer	8	30%
(Off-Site Individual 3)Randy Fitkin	(Title)Dir. Of Ops	1	15%
(Off-Site Individual 4)	(Title)		
(Off-Site Individual 5)	(Title)		

ON-SITE STAFF:

Individual:	Title:	Duration in Months	% of Time Available
<u>DURING DESIGN:</u>			
(On-Site Individual 1)	(Title)		
(On-Site Individual 2)	(Title)		
(On-Site Individual 3)	(Title)		
(On-Site Individual 4)	(Title)		
(On-Site Individual 5)	(Title)		
<u>DURING CONSTRUCTION:</u>			
(On-Site Individual 1)John Binder	(Title)Superintendent	8	100%
(On-Site Individual 2)Scott Mckeown	(Title)Super (2 nd shift)	8	60%
(On-Site Individual 3)	(Title)		
(On-Site Individual 4)	(Title)		
(On-Site Individual 5)	(Title)		

EXHIBIT B**Construction Manager's Labor Burden**

Social Security Tax	6.20
Medicare Tax	1.45
State Unemployment Tax	3.50
Federal Unemployment Tax	.60
Total Fixed Burden	11.75
Workers Compensation	5.21
Health Insurance	15.73
Life Insurance	.78
Disability	2.53
Total (not to exceed)	36%

ADOPTED

REQUEST FOR APPROVAL (ID # 3807)

January 29, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, Ed.D., SUPERINTENDENT

SUBJECT: Request Approval of Agreement With Griffin Design Associates, P.A. for Architectural/Engineering and Contract Administration Services in Connection With the Replacement of Windows and Storefronts in Buildings 1-3, Replacement of Casework in Buildings 2, 3 and 6, Heating, Ventilation and Air Conditioning (HVAC) Upgrades in Building 1, and Conversion of old Boiler Room to ESE Supplemental Instruction in Building 1 in the Amount of \$148,000.00 at San Jose Elementary School, Project No. 9058

BACKGROUND:

Pursuant to Section 287.055 Florida Statutes, negotiations were conducted for architectural/engineering services in connection with the replacement of windows and storefronts in Buildings 1-3, replacement of case work in Buildings 2, 3, and 6, HVAC upgrades in Building 1, and conversion of old boiler room to ESE Supplemental Instruction in Building 1 at San Jose Elementary School.

The estimated total cost of this project is \$1,653,300. The agreement is the result of negotiations with the PA/E. A copy of the agreement is attached.

STRATEGIC DIRECTION: Safe Learning Environment

ALTERNATIVES:

1. Approve the Agreement.
2. Do not approve the Agreement.

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

Approval of the agreement is necessary to proceed with the design at San Jose Elementary School.

IMPACT STATEMENT:

Construction Cost (Construction Manager)	\$0	
Construction Cost Sub-Total		\$0
Project Architect/Engineering Design Cost (PA/E)	\$148,000	
PA/E Sub-Total		\$148,000
Administrative Fees (Miscellaneous)	\$0	
Miscellaneous Sub-Total		\$0
Furniture, Equipment and Technology (FE & T)	\$0	
FE & T Sub-Total		\$0
Estimated Total Project Cost to Date		\$148,000
The source of this funding is District Capital Outlay School Tax.		

DATA SOURCE:

David Koperski, School Board Attorney
 Joe Maceda, Financial Reporting Analyst
 Mike Parkinson, Senior Construction Coordinator
 Nelson Griffin, Griffin Design Associates, P.A.

SUBMITTED BY:

Michael Bessette., Associate Superintendent, Operational Services

ATTACHMENTS:

- San Jose EI PAE AGREEMENT (PDF)

AGREEMENT

THIS AGREEMENT, made and entered into this **29th day of January, 2013**, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, hereinafter referred to as the "Board" and **Griffin Design Associates, P.A.** hereinafter referred to as the "Project Architect/Engineer" or the PA/E:

WITNESSETH

WHEREAS, the Board intends to construct **replacement of windows and storefronts in Buildings 1-3 , replacement of casework Buildings 2, 3, and 6, heating, ventilation and air conditioning (HVAC) upgrades Building 1, conversion of old boiler room to ESE Supplemental Instruction in Building 1 at San Jose Elementary, Project No. 9058** hereinafter referred to as the "Project;" and

WHEREAS, the Board has established an estimated total cost of **\$1,653,300** for the Project; and

WHEREAS, the PA/E has been selected by the Board pursuant to Section 287.055, Florida Statutes (the Consultants' Competitive Negotiations Act, hereinafter referred to as "CCNA") to enter into negotiations to provide professional architectural/engineering services to the Board for this Project; and

WHEREAS, the PA/E certifies that he is properly licensed in the State of Florida and in Pinellas County to render the professional services required by this Agreement; and

WHEREAS, the Board has requested the PA/E to prepare Schematic, Preliminary and Construction Documents in accordance with the scope of the Project herein: entitled **San Jose Elementary School** hereinafter referred to as the "Project" and scheduled for approval by the Board on the **29th day of January, 2013** and to provide construction administration during the construction of the Project and cooperate with the Office of the School Board Architect.

NOW, THEREFORE, the Board and the PA/E, for the consideration hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

I. BASIC SERVICES. The PA/E's basic services shall comply with the Florida Building Code, applicable as of the date of this Agreement, and all supplemental rules issued thereto; the Project Program or Educational Specifications; and the Office of the School Board Architect's "Project Architect and Engineer's Handbook," (hereinafter referred to as the PA/E Handbook) in effect on the date of this Agreement. The PA/E shall follow the requirements of the PA/E Handbook and shall bear responsibility for same except for those specific instances in which he has protested to and received written approval from the Office of the School Board Architect for an exception. The Basic Services shall consist of five phases described in Articles I.A through I.E of this Agreement, unless otherwise expressly stated herein, and shall include, but not necessarily be limited to, normal architectural site design, architectural design, structural, mechanical and electrical engineering.

Architectural site design shall be defined for purposes of this Agreement as those services the PA/E would normally provide to designate paved and walkway areas, establish a building footprint, designate building floor elevations and spot elevations or contour lines of surrounding grades sufficient to indicate surface rain water run-off.

Civil engineering, except provided above as an architectural site design, will be considered as "additional services" as defined in Article II.

The PA/E shall prepare and file documents required for approval by governmental authorities having jurisdiction over the Project, except that under Basic Services the PA/E will not be required to serve as an expert witness at public hearings or legal proceedings, nor will the PA/E be required to prepare or file a Development of Regional Impact (DRI) study with the Tampa Bay Regional Planning Council, nor prepare detailed information for the Department of Environmental Protection, (hereinafter referred to as the "DEP"), nor for the Southwest Florida Water Management District, nor local or other environmental agencies. Such services may be

provided by the PA/E at the Board's request as an Additional Service. The PA/E shall, however, meet with the District Staff and make presentations to the Board as deemed necessary in the sole discretion of the Office of the School Board Architect as a part of the basic services.

A. Schematic Design Phase I. The PA/E shall review the program and the Project budget requirements as established by the Board, and the proposed site selected by the Board, and shall investigate the conditions at the Project site in order to prepare appropriate schematic architectural and engineering documents in accordance with the program. In the event that an ambiguity or contradiction exists between the program, this Agreement, the PA/E Handbook, or the Florida Building Code, the PA/E shall apply for and receive from the Office of the School Board Architect a written interpretation which will bind both parties. Upon such written request, the Office of the School Board Architect will respond within thirty (30) working days after the date appearing on the request. Upon application of and receipt from the Office of the School Board Architect of an interpretation of the program, the parties to this Agreement and subsequent agreements will be bound by such interpretation.

Upon the Board's approval, the PA/E shall provide architectural design which will provide for ingress and egress. During the Schematic Design Phase I, the PA/E shall prepare alternate approaches to design and construction; shall review such with designated representatives of the Owner; and shall continue in these efforts to resolve problems and develop an acceptable design solution to a degree which the Office of the School Board Architect will personally approve for presentation to the Board. Only changes after the Office of the School Board Architect's approval of such schematic design solution may entitle the PA/E to additional compensation.

Based upon the approved program (and any revisions made thereto during the Schematic Design Phase), budget requirements and building site considerations, the PA/E shall prepare and submit for approval by the Board the Schematic Design Document Phase I, consisting of drawings and other documents as defined in the PA/E Handbook illustrating the

scale and relationship of the Project components, along with a statement of probable construction cost based upon current area, volume or other unit costs.

Beginning with the Schematic Design Phase I and with each subsequent submittal (Preliminary Design Phase II, if required) and Construction Documents Phase III, the PA/E shall submit an estimated statement of probable construction cost. In the event the estimate exceeds the approved budget sum, the PA/E shall identify the work which can be accomplished for a base bid sum equal to or less than the budgeted sum, and shall identify alternate bids to be bid, together with the estimated costs for such alternate bids. The Board may elect to accept an estimate of construction costs higher than previously established in the budget or previously approved during a phase estimate, or the Board may elect to proceed with the base bid equal to or less than the budgeted sum, along with additive alternate bids, or the Board may reject that phase submittal. Acceptance of the higher estimate of probable construction costs shall establish a new construction sum for the Project towards which the PA/E shall endeavor to design the project in order to not exceed the estimated construction costs of the new budget adopted by the Board.

B. Preliminary Design Phase II. From the Schematic Design Phase I submittal approved by the Board, and in accordance with the Office of the School Board Architect review requirements, the PA/E will prepare the Preliminary Design Phase II for submission to and approval by the Board. During this phase, the PA/E shall develop appropriate drawings and outline specifications and other documents as required by the PA/E Handbook to establish and describe the size and character of the entire Project with regard to the architectural site design, architectural, structural, mechanical and electrical systems, materials and other such elements as may be appropriate, and shall submit a refined statement of probable construction costs as defined by Article I.A.

C. Construction Document Phase III. The PA/E shall continue to investigate the existing conditions at the Project site after the Board approves the Preliminary Design Phase II submittal and shall make further minor adjustments to the scope or quality of the Project, as authorized by

the Board in the previous submittals or by adjustments made to the budget for the Project. Based upon the approved Preliminary Design Phase II submittal as authorized by the Board, and in accordance with Office of the School Board Architect review requirements, the PA/E shall prepare for the Board and/or Department of Education (DOE) approval, the Construction Documents Phase III submittal consisting of final plans (drawings) and specifications setting forth in detail the requirements for the construction of the Project, as defined in the PA/E Handbook. The PA/E shall advise the Board of any adjustments to the previous statements of probable construction cost. The PA/E shall assist the Board in connection with the Board's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

D. Bidding Phase IV. The PA/E shall assist the Board in preparing necessary bidding forms and conditions of the Contract and the form of Agreement between the Board and the Construction Manager or Contractor shall convene, attend and conduct the prebid conference at the job site or any other place designated by the PA/E, and shall assist the Board in obtaining sufficient bids for the Project.

E. Construction Phase V. The construction phase will commence with the award of the Contract for construction. The PA/E will administer the construction contract by making periodic visits to the site at intervals appropriate to the progress of the construction (or otherwise agreed to by the PA/E in writing). The administration of the construction contract shall include but not be limited to the following:

1. convene, attend and conduct the preconstruction conference,
2. prepare and print minutes of all meetings and distribute to the appropriate parties,
3. provide special inspections required by the Office of the School Board Architect in accordance with the contract documents,
4. review shop drawings for compliance with contract documents,
5. attend job site meetings on a weekly or bi-monthly basis as dictated by the scope and size of the construction project,

6. review monthly or other periodic applications for payment by the Construction Manager or Contractor,
7. prepare change orders and/or field orders,
8. prepare punch lists, inspect completed work and edit punch lists as conditions warrant,
9. issue and sign Certificates of Substantial Completion,
10. issue and sign Certificates of Final Inspection,
11. review and approve project close-out documents.

The PA/E shall be the representative of the Board during the construction phase and shall advise and consult with the Board as to all phases of construction. Instructions from the Office of the School Board Architect or Board to the Construction Manager or Contractor shall be forwarded through the PA/E. The PA/E shall have authority to act on behalf of the Board only to the extent provided for in the contract documents, unless otherwise modified by written mutual agreement. The PA/E shall visit the site at intervals appropriate to various stages of construction and become generally familiar with the progress and quality of the work performed by the Construction Manager or Contractor and determine and advise the Board whether the work is proceeding in accordance with the contract documents. The PA/E shall review, approve, or take other appropriate action upon the Construction Manager's or Contractor's submittal of documents, including, but not limited to, shop drawings, project data and samples, but only for compliance with the design concept of the work and with the information given in the contract documents. Such action by the PA/E shall be taken with reasonable promptness so as to cause no delay to the Project. The PA/E's approval of specific items shall not indicate approval of any assembly of which the item is a component. The PA/E shall certify the Construction Manager's or Contractor's monthly application for payment based upon the percentage of the construction completed at the Project in accordance with the plans and specifications. The PA/E shall determine the amounts owing to the Construction Manager or Contractor based on observations at the site. After evaluating the Construction Manager's or Contractor's application for payment, if the PA/E approves, the PA/E shall sign the certificate

and forward it to the Office of the School Board Architect inspector. The failure of the PA/E to forward to the Board the completed submittal and all required back-up data, or if the certificate (or request for payment) is incorrectly prepared or contains arithmetic errors, the Board may reject the Construction Manager's or Contractor's pay application and return it to the PA/E without penalty to the Board because of delay or error.

The PA/E shall invite and include the Office of the School Board Architect to review meetings and to review inspections during the time when the Construction Manager's or Contractor's applications for payment are evaluated by the PA/E.

The PA/E shall provide appropriate administration of the Project including special inspections and testing of materials and systems at Board expense that are included in the construction contract.

The PA/E shall prepare change orders and keep the Board (through the Office of the School Board Architect) informed monthly as to the progress and quality of the work and endeavor to guard the Board against defects and deficiencies in the work by the Construction Manager, Contractor or his subcontractors and material suppliers.

The PA/E shall conduct appropriate observations to determine the dates of substantial and final completion, receive and forward to the Board written warranties and documents required by the construction contract and certify the final certificate of payment in affidavit form, certifying that to the best of his knowledge the Project has been constructed according to the final plans and specifications, Florida Building Code, ADA and all other applicable codes, and that all mandatory requirements have been satisfied.

The PA/E shall have the authority and duty to reject work by the Construction Manager or Contractor which does not conform to the contract documents. If the PA/E observes faulty materials or workmanship at the Project, or if the PA/E observes the use of improper material or any work not being accomplished in a satisfactory manner by the Construction Manager, Contractor or subcontractors, the PA/E shall immediately notify the Construction Manager or Contractor and the Office of the School Board Architect.

Although the PA/E does not guarantee the performance of the construction contract, the PA/E shall, nevertheless, exercise due diligence to protect the Board against defects and deficiencies in the work and use of improper materials by the Construction Manager or Contractor and subcontractors.

After substantial completion of the work, the PA/E shall furnish the Board with a certified statement, in affidavit form, that in his professional opinion, the Project has been performed and completed according to the contract documents, Florida Building Code, ADA and all other applicable codes, and that all mandatory requirements have been satisfied.

The PA/E shall interpret the requirements of the construction contract documents. The PA/E shall render such interpretations as are necessary with reasonable promptness when written request is made by the Board, Construction Manager or Contractor. The PA/E shall render written decisions, within seven (7) calendar days, on all claims, disputes and other matters questioned by the Construction Manager, Contractor or Office of the School Board Architect relating to the execution or progress of the work or the interpretation of the contract documents.

The PA/E shall diligently assist the Board in obtaining correct and accurate as-built or record drawings from the Construction Manager or Contractor.

In the event the Board, Office of the School Board Architect, Construction Manager or Contractor requests the PA/E to visit the Project after substantial completion is accepted by the Board or during the warranty periods, review or observations which are conducted in connection with punch lists or warranty issues shall not be considered Additional Services. However, in the event that the PA/E continues to provide contract administration, because of the failure of the Construction Manager or Contractor to complete the Project within 110% of the calendar days allotted for construction in the contract for construction and in subsequent change orders, after the original construction contract completion date and extensions have been approved and the cause of the delay is the Construction Manager's or Contractor's and is not attributable to the PA/E, the PA/E may request the Board to withhold from the Construction Manager's or

Contractor's partial or final payment sufficient sums in order to compensate the PA/E for extended contract administration. If the PA/E certifies that he has provided such extended contract administration and the delay in construction is the fault of the Construction Manager or Contractor and is not attributable to the PA/E, the additional contract administration shall be regarded as Additional Services for which the PA/E shall be entitled to negotiate additional compensation based on an hourly rate.

F. In the event of a claim by the Construction Manager or Contractor based upon error, omission, act, or failure to act, or failure to act in a timely manner on the part of the PA/E, the PA/E shall be liable to the Owner to the extent the Owner is, in turn, obligated to the Construction Manager or Contractor for these errors, omissions, acts, or failure to act, or failure to act in a timely fashion, together with costs, and reasonable attorney's fees, if any, incurred by the Owner as a result of such error, omissions, act, or failure to act or failure to timely act.

G. If the estimated construction budget (adjusted as provided in the third paragraph on page 1 of this Agreement) is exceeded by the Guaranteed Maximum Price (GMP), the Board shall have the option in the Board's best interest to:

1. give written approval of an increase in such fixed limit; or,
2. if the Project is abandoned, terminate in accordance with Paragraph X; or,
3. cooperate in revising the Project scope and/or quality and/or design as required to reduce the construction cost.

If the Board chooses to proceed under Paragraph G.3. above, the PA/E, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit established as a condition of this Agreement and/or subsequently approved by the Board. A full faith effort (as approved by the Owner) on the part of the PA/E in the modification of the Contract Documents shall be the limit of the PA/E's responsibility arising out of the original establishment of the fixed limit and/or as subsequently approved by the Board. The PA/E shall be entitled to compensation in accordance with this Agreement for all other services actually

performed whether or not the Construction Phase is commenced, without considering work in this paragraph to be Additional Services.

II. ADDITIONAL ARCHITECTURAL SERVICES. Additional services, if performed by the PA/E at the request of the Board, shall entitle the PA/E to additional compensation to be negotiated at the time that the Board requests such services. The following are considered additional services: detailed construction cost estimator, acoustician, landscape architect, site irrigation consultant, graphic design consultant, on-site civil engineering, off-site civil engineering, third bid proceeding, expert testimony, public hearing, legal proceedings (unless subpoenaed by the tribunal or a third party), full-time Project representative, program writing, special feasibility studies, evaluation of more than one site, master planning, bidding and coordination of separate contracts, expanded services caused by fire or similar causes or the default of the Construction Manager, Contractor or Board making measured drawings, travel out-of-county requested by the Board, threshold building inspections as required by the Board and the law, Florida Energy Evaluation Technique (FLEET), development of regional impact study, applications to DEP, application to Southwest Florida Water Management District, making revisions inconsistent with prior Board approval, and other services not otherwise included in this Agreement. For further explanation of Additional Services, the PA/E shall refer to the PA/E's Handbook. Generally, if the Board requests Additional Services, the PA/E shall furnish such services requested with the fees to be negotiated between the PA/E and the Board. Under no circumstances will the principals of the PA/E and the principals of his consultants be paid a fee in excess of **\$125** per hour.

III. BOARD RESPONSIBILITIES. The Board shall provide a program (or Educational Specifications) which outlines its design objectives, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment and systems and site requirements.

The Board shall furnish, if necessary, a legal description and land survey of the site, and

if applicable, grades and lines of the streets, alleys, pavements, adjoining property, rights-of-way, easements, boundaries and contours of the site, locations, dimensions and complete data pertaining to the existing buildings on the site, and, if necessary, site information as to trees and shrubs and such information as is necessary concerning available services and utility lines above and below grade, including inverts and depths.

The Board shall furnish information and render approvals and decisions as expeditiously as necessary for the orderly progress of the PA/E's services.

IV. COMPENSATION.

The total payment for services will be **\$148,000** and is itemized as follows:

A. Payment for Basic Services. For the "Basic Services" to be performed pursuant to this Agreement, the PA/E will be paid a fee of **\$140,000** to be paid periodically according to Article V of this Agreement.

B. Payment for Additional Services. The PA/E shall be entitled to additional compensation for those services which the PA/E agrees to perform set forth as follows:

Measured Drawings	\$2000
FEEC Submittal & Compliance	\$1,000
Reproduction of Drawings	\$5,000 NTE

C. Reuse of Documents. Notwithstanding anything contained in this Agreement or any Document referenced herein to the contrary, the drawing, specifications and other documents prepared by the PA/E for this Project are instruments of the PA/E's service, but the drawings and specifications shall be owned by the Board. The PA/E shall assign to the Board all common law, statutory and other reserved rights, including the copyright. The Board shall be permitted to retain copies, including reproducible copies, of the PA/E's drawings, specifications and other documents for information and reference in connection with the Board's use and occupancy of the Project. The Board may reuse the drawings, specifications or other documents on other projects in accordance with Sec. 1013.45(4), F.S.

V. PAYMENT SCHEDULE. Compensation (the Basic Services fee) shall be paid to the PA/E based upon Article IV and shall be paid as follows and upon receipt of proper billing:

A. Schematic Design Phase (Phase 1):

1. 100% complete Phase I Documents..... (15%).....**\$21,000.00**
(Upon review and approval by the Office of the School Board Architect)

B. Preliminary Design Phase (Phase II):

1. 100% complete Phase II Documents..... (20%)... **\$28,000.00**
(Upon review and approval by the Office of the School Board Architect)

C. Construction Documents Phase (Phase III): Documents shall be submitted and payment will be due within 30 days of each submittal as follows:

1. 33% complete Phase III Documents..... **\$42,000.00**
(Upon review and approval by the Office of the School Board Architect)
2. 100% complete Phase III Documents (Upon DOE or Office of the School Board Architect's approval including satisfaction of the permit review mandatory's) **\$14,000.00**

D. Construction Phase (Phase V): During the construction phase of the Project, the PA/E will be paid the fee of **\$35,000.00** to be paid periodically in proportion to the percentage of construction completed on the project.

VI. TIMELINE. Time is of the essence in performing the services required pursuant to this Agreement. The following time schedule shall govern the Project and Agreement, except to the extent waived by the Board or the Office of the School Board Architect in writing or otherwise expressly stated herein:

A. Following approval of this Agreement, the Schematic Design Phase I submittal for the Project shall be submitted to the Office of the School Board Architect on or before **30** calendar days for submittal to the Board.

B. Following approval of the Schematic Design Phase I submittal by the Board, the Preliminary Design Phase II submittal for the Project shall be submitted to the Office of the School Board Architect on or before **45** calendar days for submittal to the Board.

C. Following approval of the Preliminary Design Phase II submittal by the Board, the

Construction Documents Phase III 100% complete submittal shall be presented to the Office of the School Board Architect on or before **45** calendar days for submittal to the Board.

D. Any required revisions to a design phase to obtain State of Florida (DOE), Board, or Office of the School Board Architect approval shall extend the above timelines for a reasonable period of time in order to comply with the required revisions.

E. If major revisions to the final design phase documents are requested and made or the Board makes major revisions in the program scope or Educational Specifications, the parties shall negotiate a reasonable fee for such major revisions or changes.

VII. EXTRA COMPENSATION. The Board shall pay no fees, other than described above, to the PA/E unless authorized by the Board as follows:

A. If the scope of the Project or site is changed, the Board and the PA/E shall negotiate a reasonable fee based upon the probable estimated construction cost in changing the scope of the work and the approximate percentage of the estimated construction cost which was used to negotiate this Agreement if, and, as such may be applicable.

B. If the DOE or Board requires the PA/E to make major or costly changes to the Schematic, Preliminary or Construction Document Phase submittals, which changes are not caused by architectural or engineering error or oversight, the PA/E shall be paid to redesign for additional expenses in an amount agreed to by the parties. Under no circumstances will the principals of the PA/E and the principals of his consultants be paid a fee in excess of **\$125** per hour.

VIII. DOCUMENTS. The Board will reimburse the PA/E for reproduction costs of plans and specifications as set forth in the PA/E Handbook.

IX. ASSIGNMENTS AND AMENDMENTS. Neither the PA/E nor the Board shall assign, sublet or transfer any interest in this Agreement without the consent of both parties. This Agreement may be amended only by written instrument signed by both the PA/E and the Superintendent of Schools, as approved by the Board.

X. TERMINATION. This Agreement may be terminated by either party upon seven (7)

days' written notice by U. S. Certified Mail that the other party failed substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating termination. This Agreement may be terminated without cause by either party upon thirty (30) days' written notice by U. S. Certified Mail. Termination of this Agreement may only be accomplished as provided herein. In the event this Agreement is terminated by the Board without cause, compensation shall be paid to the PA/E for all services performed to the date of termination. If terminated by the PA/E without cause, the PA/E shall be liable to the Board for direct and consequential damages resulting from the PA/E not completing the contract.

XI. COOPERATION WITH THE OFFICE OF THE SCHOOL BOARD ARCHITECT. The PA/E shall work in cooperation with the Office of the School Board Architect on all phases of the Project. The Office of the School Board Architect shall be the liaison between the Board and the PA/E, and whenever this Agreement requires the PA/E to tender any item, article or work product to the Board, such tender shall be accomplished upon timely presentation of such item or work product to the Office of the School Board Architect which shall include transmittal of each design phase submittal in order to present this submittal to the Board in accordance with Article VI. The PA/E shall rely on any written statement from the Office of the School Board Architect that the Board or Superintendent of the School District has taken some action required or allowed by this Agreement. Questions of design, budget, construction, unforeseen problems and related matters shall be submitted to the Office of the School Board Architect for transmittal to the Board and/or the PA/E.

XII. PROHIBITION AGAINST CONTINGENT FEE. The PA/E warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the PA/E, to solicit or secure this Agreement, 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 PA/E, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement (287.055, Florida Statutes). For a breach or violation of this provision, the Board shall have the right to terminate the Agreement

without liability and, at its discretion, deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

XIII. TRUTH-IN-NEGOTIATION. The PA/E shall provide a truth-in-negotiation certificate stating that wages and other factual unit costs supporting the negotiated fee were accurate, complete and current at the execution of the Agreement. The Agreement price shall be adjusted to exclude any significant sums the Board determines inflated the Agreement price due to inaccurate, incomplete wage rates or noncurrent wage rates and other factual unit costs. All adjustments shall be made within one (1) year following issuance of a Certificate of Final Inspection and/or termination of this Agreement.

XIV. PROFESSIONAL LIABILITY INSURANCE. The Board will not purchase a blanket professional liability insurance policy to cover the PA/E and its consultants. It is the responsibility of the PA/E to provide, and PA/E will provide, liability insurance in the amount of \$1,000,000 with a \$25,000 deductible. The PA/E may provide more insurance and/or a lower deductible at his/her discretion.

XV. INDEMNITY AND LIMITATION OF THE PA/E'S LIABILITY TO THE BOARD. The PA/E agrees to indemnify and hold harmless the Board from and against all claims, damages and related expenses including attorney fees arising out of the negligent acts, errors and omissions of the PA/E or its consultants on this project.

XVI. INABILITY TO FUND THE PROJECT. Upon written certification by the Board that the Project cannot be funded from the Board's budget, performance under this Agreement shall be suspended. In the event this Agreement is suspended as provided in this Article, compensation will be made to the PA/E for all services performed to the date on which the Board provides the PA/E with written certification of "lack of funding," and such compensation will be in complete satisfaction of any claim or right of action which the PA/E may possess for damages for non-performance by the Board of any executory term of this Agreement.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first written.

THE SCHOOL BOARD OF PINELLAS
COUNTY, FLORIDA

By: _____
Carol J. Cook, Chairperson

Attest: _____
Michael A. Grego, Ed. D.
Superintendent

Griffin Design Associates, P.A.
906 Drew Street
Clearwater, FL 33755

By: _____

Title: _____

print or type name

Approved as to Form:

David Kymal
School Board Attorney

Attachment: San Jose El PAE AGREEMENT (3807 : Agreement with Griffin Design/San Jose Elementary)

ADOPTED

REQUEST FOR APPROVAL (ID # 3808)

January 29, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, Ed.D., SUPERINTENDENT

SUBJECT: Request Approval of Agreement With Allstate Construction, Inc for Construction Management Services in Connection With Renovations to Selected Heating, Ventilation and Air Conditioning (HVAC), Sanitary Sewer, Fire Alarm, Lighting, and Roofing Systems in the Amount of \$1,350,000 at Seminole High School, Project No. 9206

BACKGROUND:

Pursuant to Section 287.055 Florida Statutes, a competitive selection process was used and negotiations were conducted with the selected firm for Construction Manager (CM) services in connection with renovations to selected HVAC, sanitary sewer, fire alarm, lighting, and roofing systems at Seminole High School. The estimated total cost of the project is \$4,000,000.

During design, the CM services will consist of scheduling, cost estimating, constructability reviews and value engineering. During construction, the CM takes the place of the general contractor. The CM holds all subcontracts, manages, coordinates and schedules all construction activity and monitors the progress of the work. This agreement includes the CM's compensation for preconstruction (design) phase services, construction phase administrative services, overhead and profit, including an initial construction allocation for purchase of long lead equipment and materials. Once the design documents are sufficiently complete, a Guaranteed Maximum Price (GMP) for the cost of the construction work will be established and agreed upon. The cost of the work, either in parts or as a whole, will be added to this agreement by amendments as they are established. The agreement is attached.

STRATEGIC DIRECTION: Safe Learning Environment

ALTERNATIVES:

1. Approve the agreement.
2. Do not approve the agreement.

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

Approval of the agreement is necessary to proceed with the CM services for this project at Seminole High School.

IMPACT STATEMENT:

Construction Cost (Construction Management Services)	\$1,350,000	
Construction Cost Sub-Total		\$1,350,000
Project Architect/Engineering Design Cost (PA/E)	\$302,735	
Amendment No. 1 to PAE Agreement	5,400	
PA/E Sub-Total		\$308,135
Administrative and Planning Costs (Miscellaneous)	\$22,350	
Miscellaneous Sub-Total		\$22,350
Furniture, Equipment and Technology (FE & T)	\$0	
FE & T Sub-Total		\$0
Total Project Cost		\$1,730,485
The source of this funding is District Capital Outlay School Tax.		

DATA SOURCE:

David Koperski, School Board Attorney
Joe Maceda, Financial Reporting Analyst
Rich Gauvey, Senior Construction Coordinator
Paul Renker, Renker Eich Parks Architects
Keith Hendry, Allstate Construction, Inc.

SUBMITTED BY:

Michael Bessette, Associate Superintendent, Operational Services

/bj

ATTACHMENTS:

- Seminole High School CM AGREEMENT (PDF)

Pinellas County Schools

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

PROJECT NO.: **9206**

PROJECT NAME AND LOCATION: **Renovations to selected Heating, Ventilation and Air Conditioning (HVAC), Sanitary Sewer, Fire Alarm, Lighting, and Roofing systems**

Seminole High School

8401 131st St. N.

Seminole, FL 33776

CONSTRUCTION MANAGER: **Allstate Construction, Inc.**

4509 N. Nebraska Ave.

Tampa, FL 33603

813-231-2525

ARCHITECT-ENGINEER: **Renker Eich Parks Architects, Inc.**

1609 Dr. Martin Luther King Jr. St. N. Suite B

St. Petersburg, FL 33704

727-821-2986

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**AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER**

THIS AGREEMENT made this **29th** day of **January** in the year 2013, by and between **The School Board of Pinellas County, Florida**, hereinafter called the "Owner", and

Allstate Construction, Inc.
4509 N. Nebraska Ave.
Tampa, FL 33603
PHONE: 813-231-2525

FEDERAL TAX I.D. NUMBER: 59-2623996

hereinafter called the "Construction Manager."

WHEREAS, Owner is the owner of certain real property located in Pinellas County, Florida and Owner desires to have:

Renovations to selected HVAC, Sanitary Sewer, Fire Alarm, Lighting, and Roofing Systems
Seminole High School
8401 131st St. N.
Seminole, FL 33776

constructed pursuant to drawings, specifications and other documents prepared by or to be prepared by,

Renker Eich Parks Architects, Inc.
1609 Dr. Martin Luther King Jr. St. N. Suite B
St. Petersburg, FL 33704

hereinafter called the "Architect-Engineer", in consultation with the Construction Manager.

WHEREAS, the Construction Manager desires to perform the Project in accordance with the Contract Documents and all applicable laws, codes and ordinances.

NOW THEREFORE, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the Owner to the Construction Manager, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**ARTICLE 1
THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT**

The Construction Manager accepts the relationship of trust and confidence established between the Construction Manager and the Owner by this Agreement. The Construction Manager covenants with the Owner to furnish the Construction Manager's best skill and judgment and to cooperate with the Architect-Engineer in furthering the interests of the Owner. The Construction Manager shall perform the Project in a good and workmanlike manner with sufficient manpower to meet the time and quality requirements set forth in this Agreement and the Contract Documents. The Construction Manager agrees to furnish efficient business administration and superintendence and use the Construction Manager's best efforts to complete the project in the best and soundest way and in the most expeditious and economical manner consistent with the interest of the Owner.

The Owner's engagement of the Construction Manager is based upon the Construction Manager's representations to the Owner that it (i) is financially solvent and has sufficient working capital to perform its obligations under this Agreement; (ii) is experienced in providing construction management services for projects of similar size and complexity to the Project; (iii) is authorized and licensed to perform the type of labor and services for which it is being engaged in the State and locality in which the Project is located; (iv) is qualified, willing and able to perform construction management services for the Project; and (v) has the expertise and ability to provide construction management services which will meet the Owner's objectives and requirements and which will comply with the requirements of all governmental, public and quasi-public authorities and agencies having or asserting jurisdiction over the Project.

- 1.1 The Construction Team The Construction Manager, the Owner and the Architect-Engineer, called the "Construction Team", shall work jointly during design and through final construction completion, including all warranty periods, and shall be available thereafter should additional services be required. The Architect-Engineer will provide leadership during the design phase with support from the Construction

Manager and the Construction Manager shall provide leadership to the Construction Team on all matters relating to construction.

- 1.2 Extent of Agreement - This Agreement for **Renovations to selected HVAC, Sanitary Sewer, Fire Alarm, Lighting, and Roofing Systems, Seminole High School 8401 131st St. N., Seminole, FL 33776** between the Owner and the Construction Manager supersedes any prior negotiations, representations or agreements with respect to the Project. When the drawings, specifications and other Construction Documents are sufficiently complete to allow the Construction Manager to begin Construction Phase Services, an amendment to this Agreement shall be signed by the Owner and Construction Manager acknowledging a Partial Guaranteed Maximum Price (Partial GMP) and the Construction Documents on which such Partial GMP is based. When drawings, specifications and other descriptive documents defining the work to be included in the guaranteed maximum price (GMP) are complete, an Amendment to the Agreement shall be signed by the Owner and the Construction Manager, acknowledging the GMP amount and the drawings, specifications and other descriptive documents upon which the GMP is based. To expedite the preparation of this GMP Amendment by the Owner, the Construction Manager shall obtain three (3) sets of signed, sealed and dated drawings, specifications and other documents upon which the GMP is based from the Architect-Engineer. The Construction Manager shall acknowledge, by signature, on the face of each document of each set that it is the set upon which the Construction Manager based its GMP and shall send one set of the documents to the Owner's Contracts Administrator along with its GMP proposal, while keeping one set for itself and returning one set to the Architect-Engineer.

This Agreement together with the Contract Documents and Construction Documents enumerated herein, including any GMP or Partial GMP Addendum, embodies the entire agreement between Owner and Construction Manager and supersedes all other writings, oral agreements or representations.

This Agreement shall prevail in the event of any disagreement with and shall not be superseded by any provisions of the Contract Documents or Construction Documents and may be amended only by written instrument signed by both Owner and Construction Manager.

1.3 Definitions:

Construction Documents – The drawings, specifications, and other descriptive documents necessary to perform the Construction Phase Services hereunder; such documents are to be identified in the Partial GMP Amendment or GMP Amendment required above by section 1.2.

Contract Documents – Shall be defined as and consist of the following:

- Agreement Between Owner and Construction Manager
- Design drawings and specifications
- Documents specifically identified at the time of execution of this Agreement.

Estimate - The Construction Manager's latest estimate of probable project construction cost.

Owner - The School Board of Pinellas County, Florida, acting through its Superintendent or those persons designated by the Superintendent to act in the Superintendent's behalf.

Project Coordinator - The person designated by the Owner to provide direct interface with the Construction Manager and the Architect-Engineer with respect to the Owner's responsibilities.

Project Inspector - The inspector assigned to the project by the Owner.

Code - The Florida Building Code, and all other codes designated as applicable by the Florida Building Code. To the extent there is any conflict between codes, the most stringent shall always apply. Notwithstanding any other provision of this Agreement to the contrary, any substantially affected person may appeal any building code dispute or interpretation of the chief building official of the Owner in writing to the Florida Building Commission as set forth in Florida Statute s. 1013.37 (2007) and the Florida Building Code, as amended.

Permits - According to the requirements of the Pinellas County School District Facilities Design and Construction department requirements or as defined and required in the Florida Building Code.

Authority Having Jurisdiction (AHJ) – The Owner shall be the Authority Having Jurisdiction over code compliance and issuance of building permits.

Project - The Project is the total work to be performed under this Agreement. The Project consists of planning, design, permitting, construction and code inspection for

**Renovations to selected HVAC, Sanitary Sewer, Fire Alarm, Lighting, and Roofing Systems,
Seminole High School
8401 131st St. N.
Seminole, FL 33776**

necessary to build the component parts of the project.

ARTICLE 2 CONSTRUCTION MANAGER'S SERVICES

The services which the Construction Manager shall provide include, but are not limited to, those described or specified herein. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned. The Construction Manager shall comply with all federal, state and local governmental laws, rules and regulations applicable to the services to be performed under this Agreement as well as the requirements of the Florida Building Code (FBC) and Florida Fire Prevention Code, in effect as of the date the building permit(s) is issued. The Construction Manager acknowledges that the Owner shall be the Authority Having Jurisdiction to decide and determine all questions under the Florida Building Code and the requirements of this Agreement regarding construction of the project herein described.

Upon execution of this Agreement, the construction Manager shall commence performance of Pre-Construction Services and upon execution of a Partial GMP Amendment (see Article 1.2), the Construction Manager shall commence provision of Construction Services. The parties acknowledge that (i) the Owner may determine not to proceed with Construction Services, (ii) performance of Pre-Construction Services may overlap performance of Construction Services, (iii) categories of work performed during Construction Services may be performed in separate phases, and (iv) payment of the Construction Manager for Pre-Construction Services shall be separate from payment, if any, for Construction Services.

2.1 PROJECT MANUAL

- (1) Within 30 days after the execution of this Agreement, the Construction Manager shall develop a comprehensive Project Manual describing the services set forth in this Agreement. This shall provide a plan for the control, direction, coordination and evaluation of work performed throughout the project organization including identification of Key personnel, responsibilities of Construction Manager, Owner and Architect-Engineer; work flow diagrams; and strategy for subcontracting the work. The Project Manual shall be updated as necessary throughout the design, construction and Owner occupancy phases. Three copies of the Project Manual and any updates shall be submitted to the Owner and Architect-Engineer. In developing the Project Manual, the Construction Manager shall coordinate with the Owner and the Architect-Engineer.
- (2) Contents of Project Manual - The Project Manual shall describe in detail the procedures for executing the work and the organizations participating. The Project Manual shall include as a minimum the following sections:
 - (a) Project Definition - The known characteristics of the project or subprojects shall be described in general terms which will provide the participants a basic understanding of the project or sub-projects.
 - (b) Project Goals - The schedule, budget, physical, technical and other objectives for the project shall be defined.
 - (c) Project Strategy - A narrative description of the project delivery methods which will be utilized to accomplish the project goals.
 - (d) Project Work Plan - A matrix display of the program of work to be performed by the Construction Manager, the Architect-Engineer and the Owner during each phase of the project.

- (e) Project Organization - A summary organization chart showing the interrelationships between the Owner, the Construction Manager and the Architect-Engineer, and other supporting organizations and permitting review agencies. Detailed charts, one each for the Construction Manager, the Architect-Engineer, and the Owner showing organizational elements participating in the project.
- (f) Responsibility Performance Chart - A detailed matrix showing the specific responsibilities and interrelationships of the Owner, the Architect-Engineer, and Construction Manager. The Responsibility Performance Chart shall indicate major responsibility, and minor responsibility, for each specific task required to deliver the project. The Construction Manager shall develop a similar chart for the personnel within its own organization who are assigned to the project, and also for the personnel of the Owner and the Architect-Engineer from data supplied by each.
- (g) Flow Diagrams - These charts shall display the flow of information and the decision process for the review and approval of shop drawings and submittals, progress and change orders.
- (h) Written Procedures - The Construction Manager will provide written procedures for communications and coordination required between Construction Team members throughout the project. Procedures shall cover such items as correspondence, minutes, reports, inspections, team meetings, technical reviews, design reviews, and other necessary communications.

2.2 PRE-CONSTRUCTION SERVICES - DESIGN REVIEW AND RECOMMENDATIONS

- (1) Review and Recommendations and Warranty. - The Construction Manager shall familiarize itself thoroughly with the project requirements, educational specifications, construction site, preliminary budget and the evolving architectural, structural, civil, mechanical, plumbing and electrical plans and specifications and shall follow the development of design from Schematics through Working Drawings. The Construction Manager shall make recommendations with respect to the selection of systems and materials and cost reducing alternatives, including value engineering and including assistance to the Architect-Engineer and Owner in evaluating alternative comparisons versus long term cost effects. The evaluation shall speak to the benefits of the speed of erection and early completion of the project. The Construction Manager shall furnish pertinent information as to the availability of materials and labor that will be required. It shall submit to the Owner and Architect-Engineer such comments as may be appropriate concerning construction feasibility and practicality. Without assuming any design or engineering responsibilities, the Construction Manager shall call to the Owner's and the Architect-Engineer's attention any apparent defects in the design, drawings and specifications or other documents, including, without limitation, any issues regarding constructability and/or compliance with applicable laws, rules, codes, design standards, and ordinances. The Construction Manager shall prepare an estimate of the construction cost utilizing the unit quantity survey method. The Construction Manager shall provide such information in a written report to the Owner prior to final payment for this phase.
- (2) Where the project involves the renovation of existing facilities, the Construction Manager shall participate in and assist the Architect-Engineer in preparing an analysis of the condition of existing structures, existing finishes and existing equipment, code deficiencies, energy use, and life expectancy of other building systems. The Construction Manager shall provide recommendations, including as to constructability and value engineering, cost estimates and preliminary schedules in connection with this renovation analysis. Such information shall be provided to the Owner and Architect-Engineer in the form of a written report prior to final payment for this phase.
- (3) Review Reports and Warranty - Within 45 days after receiving the Construction Documents for each phase of the project, the Construction Manager shall perform a specific review thereof, focused upon factors of a nature encompassed in Paragraph (1) above and on factors set out in Paragraph (6) below. Promptly after completion of the review, it shall submit to the Owner, with copies to the Architect-Engineer, a written report covering suggestions or recommendations previously submitted, additional suggestions or recommendations as it may deem appropriate, and all actions taken by the Architect-Engineer with respect to same, any comments it may deem to be appropriate with respect to separating the work into separate contracts, alternative materials, and all comments called for under Article 2.2(6). The information required by this part shall be provided

prior to final payment for this phase.

UPON COMPLETION OF THE CONSTRUCTION MANAGER'S REVIEW OF THE PLANS AND SPECIFICATIONS, AND IN NO EVENT LATER THAN 60 DAYS AFTER RECEIVING THE CONSTRUCTION DOCUMENTS, EXCEPT ONLY AS TO SPECIFIC MATTERS AS MAY BE IDENTIFIED BY APPROPRIATE COMMENTS PURSUANT TO THIS SECTION, THE CONSTRUCTION MANAGER SHALL WARRANT, WITHOUT ASSUMING ANY ARCHITECTURAL OR ENGINEERING RESPONSIBILITY, THAT THE PLANS AND SPECIFICATIONS ARE CONSISTENT, PRACTICAL, FEASIBLE AND CONSTRUCTIBLE. CONSTRUCTION MANAGER SHALL WARRANT THAT THE WORK DESCRIBED IN THE PLANS AND SPECIFICATIONS IS CONSTRUCTIBLE WITHIN THE SCHEDULED CONSTRUCTION TIME.

DISCLAIMER OF WARRANTY: - THE OWNER DISCLAIMS ANY WARRANTY THAT THE PLANS AND SPECIFICATIONS FOR THE PROJECT ARE ACCURATE, PRACTICAL, CONSISTENT OR CONSTRUCTIBLE.

- (4) Procurement - The Construction Manager shall review the design for the purpose of identifying procurement items (machinery, equipment, materials and supplies). When each item is identified, the Construction Manager shall notify the subcontractors, the Owner and the Architect-Engineer of the required procurement and schedule. Such information shall be included in the subcontract documents and made a part of all affected subcontracts. As soon as the Architect-Engineer has completed drawings and technical specifications and as soon as reasonably practicable, the Construction Manager shall prepare requests for subcontractor proposals. The Construction Manager shall keep itself informed of the progress of the respective subcontractors or suppliers, manufacturing or fabricating such items and immediately advise the Owner and the Architect-Engineer of any problems or prospective delay in delivery. The information required by this part shall be provided prior to final payment for this phase.
- (5) Separate Contracts Planning - The Construction Manager shall review the design with the Architect-Engineer and make recommendations to the Owner and to the Architect-Engineer with respect to dividing the work in such manner as will permit the Construction Manager to take bids and award separate construction subcontracts on the current schedule while the design is being completed. It shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and cost by overlapping design and construction that are authorized by the Owner.
- (6) Interfacing
 - (a) The Construction Manager shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate subcontracts for procurement of long lead items, the separate construction subcontracts and the general conditions items performed without duplication or overlap, sequenced to maintain completion of all work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the work included in that particular separate subcontract, its schedule for start and completion and its relationship to other separate contractors.
 - (b) Without assuming any Design responsibilities of the Architect-Engineer, the Construction Manager shall include in the reports required under Article 2.2(3), comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the Owner and Architect-Engineer may arrange for necessary corrections.
- (7) Job-Site Facilities - The Construction Manager shall arrange for all job-site facilities necessary to enable the Construction Manager, the Owner's representatives and the Architect-Engineer to perform their respective duties in the management, inspection, and supervision of construction.

Tangible personal property, otherwise referred to as Job-Site facilities, include but are not limited to such things as trailers, toilets, typewriters, computers and any other equipment necessary to carry on the project. The method of acquiring such job-site facilities which are planned to become the

property of the owner at the conclusion of the project shall be evaluated based on cost over the life of the project. Owning versus leasing shall be considered by the Construction Manager obtaining at least three (3) proposals for leasing and at least three (3) proposals for purchasing and then analyzing which is least expensive over the usage life of the item. The Construction Manager shall present its evaluation with recommendation to the owner for approval.

When the Construction Manager wishes to lease Job-Site Facilities from its own equipment pool, it shall first evaluate buy versus lease as discussed in the paragraph above. If leasing is found to be the least expensive approach, then it may lease such Job-Site Facilities from its own equipment pool at a price not greater than the lowest of the three (3) lease proposals obtained.

For all Job-Site facilities purchased, which may become the property of the Owner at the conclusion of the project, the Construction Manager shall maintain ownership responsibilities of such facilities until the project conclusion. At that time, the Construction Manager shall provide the Owner with a complete inventory for each unit of equipment. The inventory shall describe the equipment and identify the purchase price, serial number, model number and condition. Where said equipment has a title, said title shall be properly transferred to the Owner.

The Construction Manager is responsible for proper care and maintenance of all equipment while in its control. At the time of transfer to the owner, the owner may refuse acceptance of the equipment if the owner determines in its sole discretion that the equipment has not been properly cared for by the Construction Manager or that such acquisition would not otherwise be in the best interest of the Owner. In such event, the Construction Manager will be reimbursed for such item in accordance with Article 9.2(4) hereof.

- (8) Weather Protection - The Construction Manager shall ascertain what temporary enclosures, if any, of building areas should be provided for and may be provided as a practical matter, in order to assure orderly progress of the work in periods when extreme weather conditions are likely to be experienced. The Construction Manager shall submit to the Construction Team its recommendations as to needed requirements of this nature and as to the contract or contracts in which they should be included.
- (9) Market Analysis and Stimulation of Interest
 - (a) The Construction Manager shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the project; it shall make analysis as necessary to (1) determine and report on availability of labor, material, equipment, potential subcontractors/suppliers, and possible impact of any shortages or surpluses of labor or material, and (2) in light of such determinations, make recommendations as may be appropriate with respect to long lead procurement, separation of construction into bid packages, sequencing of work, use of alternative materials, equipment or methods, other economics in design or construction, and other matters that will promote cost savings and completion within the scheduled time.
 - (b) Within the time frame set forth in section 2.2(3) above, the Construction Manager shall submit a written "Construction Market Analysis and Prospective Subcontractors/Suppliers Report" setting out recommendations and providing information as to prospective subcontractors/suppliers. As various subcontract packages are prepared, the Construction Manager shall submit to the Owner and the Architect-Engineer a list of potential subcontractors/suppliers. The Construction Manager shall be responsible to stimulate interest in the local market place and identify and encourage competition.
 - (c) The Construction Manager shall carry out an active program of stimulating interest of qualified subcontractors/suppliers in the work and of familiarizing those subcontractors/suppliers with the requirements of this project.
 - (d) The information required by this part shall be provided to the Owner in the form of a written report prior to final payment for this phase.
- (10) Requests for Proposals/Quotations
 - (a) Without assuming responsibilities of the Architect-Engineer, the Construction Manager shall

prepare requests for proposals or quotations when applicable, for all procurements of long lead items, materials and services, and for Subcontractor contracts. Such requests shall be prepared in accordance with the following guidelines:

1. Contracts over \$1,000 but not exceeding \$10,000 may be entered into by the Construction Manager with the firm which submits the lowest verbal quotation. The Construction Manager shall obtain a minimum of three (3) verbal quotations. These quotations shall be entered on a bid tabulation sheet and a copy of such tabulation sent to the Owner, Architect-Engineer. The successful quotation shall be confirmed by written contract or purchase order to the low bid firm defining the scope and quality of work to be provided.
 2. Contracts exceeding \$10,000 but not exceeding \$200,000 may be entered into by the Construction Manager with the firm who is qualified and submits the lowest responsive proposal. The Construction Manager shall obtain from at least three (3) firms written proposals based on written drawings and/or specifications. The written proposals shall be received at the location, date and time named by the Construction Manager in its request for proposal. A tabulation of the results shall be furnished to the Owner, Architect-Engineer and to each firm.
 3. Contracts exceeding \$200,000 may be entered into by the Construction Manager with the firm who is qualified and submits the lowest responsive proposal. The Construction Manager shall obtain from at least three (3) firms written proposals based on approved plans and specifications. The proposals shall be received at the location, date and time named by the Construction Manager in its request for proposal. A tabulation of the results shall be furnished to the Owner, Architect-Engineer and to each firm.
 4. Individual purchases of materials or rentals or leases of equipment amounting to less than \$1,000.00 each may be made without quotes when reasonably necessary to expedite work on the project, however, the Construction Manager shall not divide or separate a procurement in order to avoid the requirements set forth above.
 5. Site utilities may be acquired at market rates from the entity(ies) providing such in the franchise area.
- (b) As part of such preparation, the Construction Manager shall review the specifications and drawings prepared by the Architect-Engineer. Ambiguities, conflicts or lack of clarity of language, use of illegally restrictive requirements, and any other defects in the specifications or in the drawings noted by the Construction Manager shall be brought to the attention of the Owner and Architect-Engineer in written form.
- (c) For each separate construction contract exceeding \$25,000, the Construction Manager shall, unless waived by Owner, conduct a pre-request conference with prospective firms, the Architect-Engineer and the Owner. In the event questions are raised which require an interpretation of the drawings or specifications or otherwise indicate a need for clarification or correction of the request, the Construction Manager shall transmit these to the Architect-Engineer and upon receiving clarification or correction in writing shall prepare an addendum to the affected document, and issue same to all of the prospective firms.
- (d) For all contracts exceeding \$25,000, the Construction Manager shall establish a pre-qualification procedure for applicable subcontract trades.
- (e) For all subcontracts exceeding \$10,000, the Construction Manager shall publicly advertise the request for proposal or quotation, and further, shall require that all subcontractors submit sealed subcontractor bids to be opened in the presence of the Owner or its designated agent.

2.3 CONSTRUCTION SERVICES

Prior to initiating any construction services, the Construction Manager shall represent and warrant to the Owner that the Construction Manager has visited the jobsite and examined its nature and location, including without limitation: the surface conditions of the site and any structure or obstruction both natural and man-made; the surface water conditions and water ways of the site and surrounding area; the

subsurface conditions of the land as disclosed by soil test borings as provided by the Owner, and the location of electric and utility lines and water, sanitary, sewer and storm drain lines as provided by the Owner. The Construction Manager acknowledges receipt and has reviewed the site geotechnical report provided by the Owner.

- (1) Construction Manager's Staff - The Construction Manager shall maintain sufficient off-site support staff, and competent full time staff at the Project site authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the work and progress of the subcontractors and it shall provide no less than those personnel during the respective phases of construction that are set forth in Exhibit "A" to this agreement. The Construction Manager shall not change any of those persons named in Exhibit "A" unless mutually agreed to by the Owner and Construction Manager. In such case, the Owner shall have the right of approval of the qualifications of replacement personnel. Such approval will not be unreasonably withheld.
- (2) Lines of Authority - The Construction Manager shall establish and maintain lines of authority for this personnel, and shall provide this definition to the Owner and all other affected parties such as the code inspectors, the subcontractors, the Architect-Engineer and the Owner's representatives, to provide general direction of the work and progress of the various phases and subcontractors. The Owner and Architect-Engineer may attend meetings between the Construction Manager and its Subcontractors, however, such attendance shall not diminish either the authority or responsibility of the Construction Manager to administer the Subcontractor.
- (3) Schedule and Project Manual Provisions - The Construction Manager shall provide to the Owner, its representatives and the Architect-Engineer copies of the Project Manual (total number of copies not to exceed 5) developed and updated as required by Article 2.1 expanded for the Construction Phase employing their respective milestones, beginning and finishing dates, their respective responsibilities for performance and the relationships of their work with respect to subcontractors and suppliers. The Construction Manager shall also continue to provide current scheduling information and provide direction and coordination regarding milestones, beginning and finishing dates, responsibilities for performance and the relationships of the Construction Manager's work to the work of its subcontractors and suppliers to enable them to perform their respective tasks so that the development of construction progresses in a smooth and efficient manner in conformance with the overall project schedule. The schedule shall include all phases of the construction work, material supplies, long lead procurement, approval of shop drawings, change orders in progress, schedules for change orders, and performance testing requirements. The Construction Manager shall advise the Owner, its representatives and the Architect-Engineer of their required participation in any meeting or inspection giving each at least one week notice unless such notice is made impossible by conditions beyond its control. The Construction Manager shall hold job-site meetings at least once each month with the Construction Team and at least once each week with the subcontractors and the Architect-Engineer's Field Representative, or more frequently as required by work progress, to review progress, discuss problems and their solutions and coordinate future work with all subcontractors.
- (4) Bonds – Whenever the contract award amount exceeds \$100,000, the Construction Manager shall provide to the Owner, a 100% Performance Bond and a 100% Labor and Material Payment Bond, meeting the requirements of Section 255.05, F.S., on forms approved by the Owner, each in an amount not less than the total construction cost as defined in Article 9 and inclusive of the Construction Manager's fees. All bonds shall identify the School Board of Pinellas County, Florida as owner and shall identify the specific project for which the bond is submitted. All bonds shall be signed or countersigned by a Florida licensed resident agent per Section 624.425, Florida Statutes. The agent signing the bond must hold a current Power of Attorney from the surety company issuing the bond. A copy of such Power of Attorney must be attached to the bond and shall contain no restrictions preventing payment and should specify the city and state where the agent is located.

The form of the aforementioned Performance Bond shall be in accordance with AIA Document A312, 1984 Edition, except that paragraphs 9 and 11 of the Performance Bond form shall be stricken from the form.

General guidelines applicable to all bonds:

1. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of

Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.

2. The Surety Company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
3. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
4. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the bond is issued.
5. If the contract award amount exceeds \$500,000, the Surety Company shall also comply with the following:
 - A. The Surety Company shall have at least the following minimum ratings in the latest issue of Best's Key Rating Guide.

<u>CONTRACT AMOUNT</u>	<u>POLICY HOLDER'S RATING</u>	<u>REQUIRED FINANCIAL RATING</u>
\$ 500,000 TO 1,000,000	A	CLASS I
1,000,000 TO 2,000,000	A	CLASS II
2,000,000 TO 5,000,000	A	CLASS III
5,000,000 TO 10,000,000	A	CLASS IV
10,000,000 TO 25,000,000	A	CLASS V
25,000,000 TO 50,000,000	A	CLASS VI
50,000,000 TO 100,000,000	A	CLASS VII

- B. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:
 - (a) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance, to do business in this state have been met.
 - (b) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.
- (5) Quality Control - The Construction Manager shall develop and maintain a program, acceptable to the Owner and Architect-Engineer, to assure quality control of the construction. The Construction Manager shall supervise the work of all subcontractors providing instructions to each when their work does not conform to the requirements of the plans and specifications and shall continue to exert influence and control over each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the work. Should disagreement occur between the Construction Manager and Architect-Engineer over acceptability of work and conformance with the requirements of the specifications and plans, the Owner shall be the final judge of performance and acceptability.
- (6) Subcontractor Interfacing - The Construction Manager shall be the single point of interface with all subcontractors for the Owner and all of its agents and representatives including the Architect-Engineer. It shall negotiate all change orders, field orders and request for proposals, with all affected subcontractors and shall review the costs of those proposals and advise the Owner and Architect-Engineer of their validity and reasonableness, acting in the Owner's best interest prior to requesting approval of each change order from the Owner. Before any work is begun on any change order, a written authorization from the Owner must be issued. Performance by the Construction Manager of work described in a proposed change order or construction change directive prior to the Construction Manager's receipt of a change order or construction change directive signed by the Owner, shall constitute the Construction Manager's agreement to the scope

of work, the adjustment to the GMP and/or Construction Manager's Fee, if any, and the adjustment to the contract time, if any, contained in the proposed change order or construction change directive. However, when health and safety are threatened, the Construction Manager shall act immediately to remove the threat to health and safety. It shall also carefully review all shop drawings and then forward the same to the Architect-Engineer for review and actions. The Architect-Engineer will transmit them back to the Construction Manager who will then issue the shop drawings to the affected subcontractor for fabrication or revision. The Construction Manager shall maintain a suspense control system to promote expeditious handling of all communication matters. The Construction Manager shall request the Architect-Engineer to make interpretations of the drawings or specifications requested of the Construction Manager by the subcontractors and shall maintain a suspense control system to promote timely response to all such requests for interpretation. The Construction Manager shall advise the Owner and Architect-Engineer when timely response is not occurring on any of the above and the impact of any communication failures on the progress of the performance of the work.

- (7) Permits and Licenses - The Construction Manager shall secure all necessary permits and all necessary utility connection permits, the cost of which will be considered a direct cost item. The Construction Manager shall verify that subcontractors are at all times properly licensed to perform the work or supply the materials pursuant to Chapter 489, F.S., and shall provide evidence thereof to the Owner in accordance with subsection 10.3.

(8) Job Site Requirements

The Construction Manager shall provide for each of the following activities as a part of its Construction Phase Compensation:

1. Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.
2. Maintain a roster of companies on the project with names and telephone numbers of key personnel.
3. Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.
4. Provide labor relations management for a harmonious, productive project.
5. Provide a safety program for the project to meet OSHA requirements. Monitor for subcontractor compliance without relieving them of responsibilities to perform work in accordance with the best acceptable practice.
6. Provide a quality control program as developed under Article 2.3(5) hereinabove.
7. Miscellaneous office supplies that support the construction efforts which are consumed by its own forces.
8. Travel to and from its home office to the project site as the project requires.

- (9) Job Site Administration - The Construction Manager shall provide as part of its Construction Phase Compensation, job site administrative functions during construction to assure proper documentation, including but not limited to such things as the following:

- (a) Job Meetings - Hold weekly progress and coordination meetings to provide for an easy flowing project. Implement procedures and assure timely submittals, expedite processing approvals and return of shop drawings, samples, etc. Coordinate and expedite critical ordering including direct tax saving purchases and delivery of materials, work sequences, inspection and testing, labor allocation, etc. Review and coordinate each subcontractor's work. Review and implement revisions to the schedule. Monitor and promote safety requirements. In addition, regular project status meetings will be held between the Architect-Engineer, Owner and Construction Manager either weekly, biweekly or monthly, whichever is designated by the Owner.

Use the job site meeting as a tool for preplanning of work and enforcing schedules and for establishing procedures, responsibilities, and identification of authority for all to clearly understand.

Identify party or parties responsible for follow up on any problems, delay items or questions and record course for solution. Revisit each pending item at each subsequent meeting until resolution is achieved. Require all present to make any problems or delaying event known to those present for appropriate attention and resolution.

- (b) Shop Drawing Submittals/Approvals - Provide staff to check shop drawings and to implement procedures for submittal and transmittal to the Architect-Engineer of such drawings for action, and closely monitor their submittal and approval process.
- (c) Material and Equipment Expediting - Provide staff to closely monitor material and equipment deliveries, critically important checking and follow-up procedures on supplier commitments of all subcontractors.
- (d) Payments to subcontractors - Develop and implement a procedure for review, processing, and payment of applications by subcontractors for progress and final payments.
- (e) Document Interpretation - Refer all questions for interpretation of the documents prepared by the Architect-Engineer to the Architect-Engineer.
- (f) Reports and Project Site Documents - Record the progress of the project. Submit written progress reports to the Owner and the Architect-Engineer including information on the subcontractor's work, and the percentage of completion. Keep a daily log available to the Owner and the Architect-Engineer.
- (g) Subcontractor's Progress - Prepare periodic punch lists for subcontractor's work including unsatisfactory or incomplete items and schedules for their completion.
- (h) Substantial Completion - Ascertain when the work or designated portions thereof are ready for the Architect-Engineer's substantial completion inspection. From the Architect-Engineer's list of incomplete or unsatisfactory items, prepare a schedule for their completion indicating completion dates for the Owner's review. If the Construction Manager wishes the Architect-Engineer to conduct a pre-substantial completion inspection in conjunction with its own forces, the Architect-Engineer will prepare the presubstantial punch list from which the Construction Manager will develop a completion schedule. The Architect-Engineer will issue a certificate of substantial completion when the work on its presubstantial punch list has been accomplished.
- (i) Final Completion - Monitor the Subcontractor's performance on the completion of the project and provide notice to the Owner and Architect-Engineer that the work is ready for final inspection. Secure and transmit to the Owner, through the Architect-Engineer, all required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings, and maintenance books.
- (j) Start-Up - With the Owner's personnel, direct the checkout of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the trade Construction Managers.
- (k) Record Drawings - During the progress of the work, the Construction Manager shall require the site, plumbing, air conditioning, heating, ventilating, elevator, and electrical subcontractors to record on their field sets of drawings the exact locations, as installed, of all conduit, pipe and duct lines whether concealed or exposed which were not installed exactly as shown on the contract drawings. The Construction Manager shall also record all drawing revisions that have been authorized by change order that effect wall or partition locations, door and window locations and other template changes. The exact routing of piping, conduit runs shall be shown on these drawings.

Upon completion of the work, this data shall be recorded to scale utilizing a computer aided design and drafting application (CADD). Two (2) sets of disk files will be furnished to the

Construction Manager by the Architect-Engineer, but the cost shall be borne by the Construction Manager. Each drawing shall be noted "As Built" and shall bear the date and name of the subcontractors that performed the work. Where the work was installed exactly as shown on the contract drawings the sheets shall not be disturbed except as noted above.

The Construction Manager shall review the completed As-Built drawings and ascertain that all data furnished on the drawings are accurate and truly represent the work as actually installed. When manholes, boxes, underground conduits, plumbing, hot or chilled water lines, inverts, etc. are involved as part of the work, the Construction Manager shall furnish true elevations and locations, all properly referenced by using the original bench mark used for the project. The disks shall be submitted to the Architect-Engineer when completed, together with two sets of blue line or black line prints for certification and forwarding to the Owner at the time of final completion.

- (l) Project Closeout - In addition to the foregoing, on or before final completion of the project, the Construction Manager shall provide the following to the Owner:
- (1) "As-built" Drawings by Construction Manager as follows:
 - Two sets signed by Construction Manager as approved by the Architect-Engineer on paper (Preferred drawing size to be "D" 24" x 36" or "E" for larger buildings).
 - One Auto Cad CD
 - One PDF - CD
 - (2) Two hard copy sets of construction process submittals (including manufacturer's equipment specifications) and equipment service manuals organized by specifications divisions. Construction Manager shall provide two – four (4) drawer file cabinets (no lateral files) with locks, one for the school/facility and one for DOC Center.
 - (3) A "Warranty, Training and Equipment Transfer Book" including the following items:
 - A Master List of each warranty
 - Original copy of signed warranties as listed on Master List
 - Copy of Construction Manager, General Contractors, and Subcontractors warranties with their phone # and address
 - List of training to be per specifications
 - List of portable equipment being transferred to school/Maintenance Department and its cost
 - (4) Original certifications of the following:
 - A. Original Engineer approval of HVAC test and balance report; and CD copy of test and balance report - by test and balance company
 - B. HVAC controls test with point to point validation
 - C. Elevator inspection report from state
 - D. Fire alarm tests report
 - E. Boiler inspection report from state
 - F. Paint manufacture, paint color codes, and drawdown cards
 - G. All glass wind protection shelter certification
 - H. Division 17, copies of initial testing, preliminary system performance testing, preliminary equalization of completed systems and final proof of performance testing of completed system
 - I. Water treatment test report
 - J. Absence of Friable Materials Certification
 - K. Copy of Certificate of Completion or Certificate of Occupancy
 - (5) Five aerial photos of new completed facilities to be provided in Digital CD format (5 mega pixel minimum with a direct overhead photo and four compass point photos at 45 degrees) plus all construction related photos.
 - (6) Copy of Final Punch List and Certificate of Final Completion.
- (10) Administrative Records - The Construction Manager will maintain at the job site, unless agreed to otherwise by the Owner, on a current basis, files and records such as, but not limited to the following:

Contracts or Purchase Orders
 Shop Drawing Submittal/Approval Logs
 Equipment Purchase/Delivery Logs-
 Contract Drawings and Specifications with Addenda
 Warranties and Guarantees
 Cost Accounting Records:
 Sales Tax Recovery Status Report
 Labor Costs
 Material Costs
 Equipment Costs
 Cost Proposal Requests
 Payment Request Records
 Meeting Minutes
 Cost-Estimates
 Bulletin Quotations
 Lab Test Reports
 Insurance Certificates and Bonds
 Contract Changes
 Purchase Orders
 Material Purchase Delivery Logs
 Technical Standards
 Design Handbooks
 As-Built" Marked Prints
 Operating & Maintenance Instruction
 Daily Progress Reports
 Monthly Progress Reports
 Correspondence Files
 Transmittal Records
 Inspection Reports
 Bid/Award Information
 Bid Analysis and Negotiations
 Punch Lists
 PMIS Schedule and Updates
 Suspense (Tickler) Files of Outstanding Requirements
 Project Manual

The project records shall be available at all times to the Owner and Architect-Engineer for reference or review.

- (11) Owner Occupancy - The Construction Manager shall provide services during the design and construction phases, which will provide a smooth and successful Owner occupancy of the project. The Construction Manager shall provide consultation and project management to facilitate Owner occupancy and provide transitional services to get the work, as completed by the Construction Managers, "on line" in such conditions as will satisfy Owner operational requirements.

The Construction Manager shall conduct a preliminary punch list inspection and coordinate the completion of all punch list work to be done with Owner occupancy requirements in mind.

The Construction Manager shall catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey these to the Owner in such a manner as to promote their usability. The Construction Manager shall provide operational training, in equipment use, for building operators.

The Construction Manager shall secure required guarantees and warranties, assemble and deliver same to the Owner in a manner that will facilitate their maximum enforcement and assure their meaningful implementation.

The Construction Manager shall continuously review "As-Built" Drawings and mark up progress prints to provide as much accuracy as possible.

- (12) Warranty - Where any work is performed by the Construction Manager's own forces or by

subcontractors under contract with the Construction Manager, the Construction Manager shall warrant that all materials and equipment included in such Work will be new except where indicated otherwise in Contract Documents, and that such Work will be of good quality, free from improper workmanship and defective materials and in conformance with the Drawings and Specifications. With respect to the same Work, the Construction Manager further agrees to correct all work found by the Owner to be defective in material and workmanship or not in conformance with the Drawings and Specifications for a period of one year from the Date of Substantial Completion or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the Specifications. The Construction Manager shall collect and deliver to the Owner any specific written warranties given by others as required by the Contract Documents. Also, the Construction Manager shall conduct, jointly with the Owner and the Architect-Engineer, a warranty inspection six (6) months after the date of Substantial Completion, and a further warranty inspection twelve (12) months after the date of Substantial Completion. At the conclusion of each warranty inspection, the Construction Manager shall provide the Owner a written report detailing any observation of defects of any kind and a proposed remediation plan.

2.4 REPORTING REQUIREMENTS - PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS)

2.4.1 General:

- (1) Commencing immediately after execution of this Agreement, the Construction Manager shall implement and shall utilize throughout the life of this Agreement all subsystems of the Project Management Information System hereinafter referred to as PMIS.
- (2) The reports, documents, and data to be provided shall represent an accurate assessment of the current status of the Project and of the work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions. It shall be prepared and furnished to the Owner and the Architect-Engineer monthly and shall accompany each pay request as a prerequisite of payment.
- (3) If requested by the Owner, the Construction Manager shall conduct a comprehensive workshop in Pinellas County for participants designated by the Owner and additional seminars as required to provide instruction. This workshop and the seminars shall facilitate each participant's and the Owner's representatives' use and understanding of PMIS; shall support, in-part, the function of organizing in concert with the Architect-Engineer for the design and construction of the Project; and shall establish, with the full concurrence of the Owner and the Architect-Engineer, procedures for accomplishing the management control aspect of the Project.
- (4) The PMIS shall be described in terms of the following major subsystems:
 - (a) Narrative Reporting, on a monthly basis,
 - (b) Schedule Control, on a monthly basis,
 - (c) Cost Control, and estimating,
 - (d) Project Accounting,
 - (e) Accounting and Payment, and
 - (f) Action Reports.

2.4.2 Narrative Reporting Subsystem

- (1) The Construction Manager shall prepare written reports as described hereunder. No other PMIS narrative reports shall be required. All reports shall be in 8 1/2" X 11" format.
- (2) The Narrative Reporting Subsystem shall include the following reports:
 - (a) A Monthly Executive Summary which provides an overview of current issues and pending decisions, future developments and expected achievements, any problems or delays, including code violations, and proposed solutions to alleviate any existing problems or delays.
 - (b) A Monthly Cost Narrative describing the current construction cost estimate status of the Project.
 - (c) A Monthly Scheduling Narrative summarizing the current status of the overall project schedule.

This report shall include an analysis of the various project schedules, a description of the critical path, and other analyses as necessary to compare planned performance with actual performance.

- (d) A Monthly Accounting Narrative describing the current cost and payment status of the entire project. This report shall relate current encumbrances and expenditures to the budget allocations.
 - (e) A Monthly Construction Progress Report during the construction phase summarizing the work of the various subcontractors. This report shall include information from the weekly job site meetings as applicable such as general conditions, long lead supplies, current deliveries, safety and labor relations programs permits, construction problems and recommendations, and plans for the succeeding month.
 - (f) On a monthly basis, and included with the monthly report, the Construction Manager shall provide aerial photographs of construction site. The photographs shall consist of three (3) 8" x 10" prints of three different views with a project specific title block identifying the project.
 - (g) A Daily Construction Diary during the construction phase describing events and conditions on the site as well as manpower totals and hours worked per person on an individual basis.
- (3) The reports outlined in subsection (2)(a) through (f) above shall be bound with applicable computer reports and submitted monthly during design and construction phases and shall be current through the end of the preceding month. Copies shall be transmitted to the Owner and the Architect-Engineer and others designated by the Owner with the monthly pay requisition.

Additional copies of the report outlined in subsection (2)(a) shall be bound separately and distributed monthly as directed by the Owner.

- (4) The Daily Construction Diary outlined in subsection (2)(g) above shall be maintained at the site available to the Owner and Architect-Engineer. A bound copy of the complete diary shall be submitted to the Owner at the conclusion of the project.

2.4.3 Scheduled Control Subsystem

- (1) Master Project Schedule – Within 30 days of the execution of this Agreement, the Construction Manager shall prepare and submit a Master Project Schedule covering the planning and design approvals, construction, Owner occupancy, and substantial completion of the Project. This schedule will serve as the framework for the subsequent development of all detailed schedules. The Master Project Schedule shall be produced and updated monthly throughout the project.
- (2) Within thirty (30) days after the date of the Owner's issuance of the Building Permit, the Construction Manager shall prepare and submit to the Architect-Engineer a construction schedule in quadruplicate graphically depicting the activities contemplated to occur as a necessary incident to performance of the work required to complete the project, showing the sequence in which the Construction Manager proposes for each such activity to occur and duration (dates of commencement and completion, respectively) of each such activity. The Architect-Engineer shall determine whether the construction schedule developed and submitted by the Construction Manager meets the requirements stated above and such determination shall be binding on the Construction Manager. Failure of the Construction Manager to develop and submit a construction schedule as aforesaid shall be sufficient grounds for the Architect-Engineer to find the Construction Manager in substantial default and certify to the Owner that sufficient cause exists to terminate this Agreement or to withhold any payment.

Following development and submittal of the construction schedule as aforesaid, the Construction Manager shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the subject project and at the time any partial or final Guaranteed Maximum Price is established (as provided for herein), or at such earlier intervals as circumstances may require, update and revise the construction schedule to show the actual progress of the work performed and the occurrence of all events which have affected the progress of performance of the work already performed or will affect the progress of the performance of the work yet to be performed in contrast with the planned progress of performance of such work, as depicted on the

original construction schedule and all updates and revisions thereto as reflected in the updated and/or revised construction schedule last submitted prior to submittal of each such monthly update and revision. All updated and revised schedules shall reflect any and all delays carried over from prior submitted construction schedules, unless such delay has been abated prior to the submission of an updated and revised construction schedule. Each such update and revision to the construction schedule shall be submitted to the Architect-Engineer in duplicate. Failure of the Construction Manager to update, revise, and submit the construction schedule as aforesaid shall be sufficient grounds for the Architect-Engineer to find the Construction Manager in substantial default and certify to the Owner that sufficient cause exists to terminate this Agreement or to withhold payment to the Construction Manager until a schedule or schedule update acceptable to the Architect-Engineer is submitted.

- (3) The Construction Manager shall prepare and incorporate into the schedule database, at the required intervals, the following schedules:
- (a) Pre-Subcontract Schedules (Subnetworks) - The Construction Manager shall prepare a construction schedule for work encompassed in each subcontract package. The schedule shall be sufficiently detailed as to be suitable for inclusion in the package as a framework for contract completion by the subcontractor. It shall show the interrelationships between the work of the subcontractor and that of other subcontractors, and shall establish milestones keyed to the Master Project Schedule.
 - (b) Subcontractor Construction Schedules (Subnetworks) - Upon the execution of each subcontract, the Construction Manager shall jointly with the subcontractor, develop a schedule which is more detailed than the pre-subcontract schedule included in the specifications, taking into account the work schedule of the other subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the subcontractor. The construction schedule shall also show pertinent activities for material purchase orders, manpower supply, shop drawing schedules and material delivery schedules.
 - (c) Occupancy Schedule - The Construction Manager shall jointly develop with the Architect-Engineer and Owner a detailed plan, inclusive of punch lists, final inspections, maintenance training and turn-over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to Owner occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final Owner occupancy.

2.4.4 Cost Control Subsystem - The operation of this subsystem shall provide sufficient timely data and detail to permit the Construction Team to control and adjust the project requirements, needs, materials, equipment and systems by building and site elements so that construction will be completed at a cost which, together with all other project costs, will not exceed the maximum total project budget. Requirements of this subsystem include as a minimum the following submissions at the following phases of the project:

Estimates

- (a) At completion of Schematic Design Phase I, for Each Item or scope of work.
- (b) At Completion of Preliminary Design Phase II, for Each Item or scope of work.
- (c) At Completion of 66% Construction Documents Phase III, for Each Item or scope of work.
- (d) At establishment of any partial and final Guaranteed Maximum Price.
- (e) Construction Documents Estimates - Prior to the establishment of a partial and/or final Guaranteed Maximum Price, when the working drawings and specifications are complete, the Construction Manager shall prepare and submit a cost estimate on the basis of a quantitative material take-off with current local cost for each scope of work.
- (f) The information required by this part shall be provided in writing prior to final payment for each phase.

2.4.5 Project Accounting Subsystem - The operation of this subsystem shall enable the Construction Team to

plan effectively and to monitor and control the funds available for the project, cash flow, costs, change orders, payments, and other major financial factors by comparison of budget, estimate, total commitment, amounts invoiced, and amounts payable. This subsystem will be produced and updated monthly and includes the following reports :

- (a) Costs Status Report presenting the budget, estimate, and base commitment (awarded contracts and purchase orders) for any given contract or budget line item. It shall show approved change orders for each contract which when added to the base commitment will become the total commitment. Pending change orders will also be shown to produce the total estimated probable cost to complete the work.
- (b) A Payment Status Report showing the value in place (both current and cumulative), the amount invoiced (both current and cumulative), the retainage (both current and cumulative), the amount payable (both current and cumulative), and the balance remaining. A summary of this report shall accompany each pay request.
- (c) A Detailed Status Report showing the complete activity history of each item in the project accounting structure. It shall include the budget, estimate and base commitment figures for each contract. It shall give the change order history including change order numbers, description, proposed and approved dates, and the proposed and approved dollar amounts. It shall also show all pending or rejected change orders.
- (d) A Cash Flow Diagram showing the projected accumulation of cash payments against the project. Cash flow projections shall be generated for anticipated monthly payments as well as cumulative payments.
- (e) A Job Ledger shall be maintained as necessary to supplement the operation of the project accounting subsystem. The job ledger will be used to provide construction cost accountability for general conditions work, on-site reimbursable expenses, and costs requiring accounting needs.
- (f) A Direct Tax Savings Purchase Plan shall be developed and submitted to the Owner for approval. Upon acceptance, this plan will be part of the Construction Manager's services.

2.4.6 Accounting and Payment Subsystem – The Construction Manager shall provide the Owner with reports of its internal accounting and payment systems on forms provided by the Construction Manager subject to the Owner's approval.

2.4.7 Action Reports – The Construction Manager shall provide the Owner with reports of the Construction Manager's internal activities on forms provided by the Construction Manager subject to the Owner's approval.

ARTICLE 3 SUBCONTRACTS

3.1 Definition - A Subcontractor is a person or organization who has a direct contract with the Construction Manager to perform any of the work at the site. Nothing contained in the Contract Documents shall create any contractual relation between the Owner or Architect-Engineer and any subcontractor.

3.2 Procedures - The Construction Manager shall develop procedures which are acceptable to the Owner for the prequalification of Subcontractors. Subject to Article 9 and, in accordance with Article 2.2(10), the Construction Manager shall request and receive proposals from subcontractors and suppliers and will award those contracts to the qualified firm after it has reviewed each proposal and is satisfied that the subcontractor is qualified to perform the work.

3.3 Required Subcontractors' Qualifications and Subcontract Conditions

3.3.1 Subcontractual Relations - By an appropriate written agreement, the Construction Manager shall require each Subcontractor to the extent of the work to be performed by the Subcontractor, to be bound to the Construction Manager by the terms of the Contract Documents, and to assume toward the Construction Manager all the obligations and responsibilities which the Construction Manager by these Documents, assumes toward the Owner and the Architect-Engineer. Said agreements shall preserve and protect the rights of the Owner and Architect-Engineer under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Construction Manager shall require each Subcontractor to enter into similar agreements

with its Sub-subcontractor.

The Construction Manager shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Article 3.3 and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to its Sub-subcontractors.

3.3.2 Subcontract Requirements

- (1) On all subcontracts where the bid exceeds \$50,000, the Construction Manager may require Subcontractors to provide a 100% performance bond and a 100% labor and material payment bond from a surety company authorized to do business in the State of Florida by the Department of Insurance. If the Construction Manager wishes to award subcontracts to subcontractors unable to supply this bonding, it may request special authorization to do so. Upon providing justifiable background information, such authorization shall not be withheld unreasonably.

- (2) All Subcontracts shall provide:

LIMITATION OF REMEDY - NO DAMAGES FOR DELAY

That the subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect-Engineer or attributable to the Owner or Architect-Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time.

In the event such change in the work is completed by a subcontractor or a sub-subcontractor, the contractor actually performing the work shall be limited to a maximum mark up of 10% on its actual cost of material, labor, and equipment costs. Additionally, if the work is performed by a sub-subcontractor, the subcontractor will be limited to a mark up of 5% on the actual cost passed through from the sub-subcontractor. The total cumulative mark up on all changes in the work shall not exceed 15%.

Each subcontract shall require the subcontractor to expressly agree that the foregoing constitute the sole and exclusive remedies for delays and changes in the work and thus eliminate any other remedies for claim for increase in the contract price, damages, losses or additional compensation.

Each subcontract shall require that any claims by subcontractor for extension of contract time due to delay or for adjustments due to changes in the scope of work must be submitted to Construction Manager within the time and in the manner in which the Construction Manager must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

- 3.4 Responsibilities for Acts and Omissions - The Construction Manager shall be responsible to the Owner for the acts and omissions of its employees and agents and its subcontractors, their agents and employees, and all other persons performing any of the work or supplying materials under a contract to the Construction Manager.
- 3.5 Subcontracts to be Provided - If requested by the Owner, the Construction Manager shall include a copy of each subcontract, including the general and supplementary conditions, in the Project Manual.

ARTICLE 4 OWNER'S RESPONSIBILITIES

- 4.1 Owner's Information - The Owner shall provide full information regarding its requirements for the project.
- 4.2 Owner's Representative - The Owner shall designate a representative who shall be fully acquainted with the project and shall define the lines of Owner authority to approve Project Construction Budgets, and changes in Project. It shall render decisions promptly and furnish information expeditiously.
- 4.3 Architect and Engineer's Agreement - The Owner shall retain an Architect-Engineer for design and to prepare construction documents for the project. The Architect-Engineer's services, duties and

responsibilities are described in the Agreement between the Owner and the Architect-Engineer, a copy of which will be furnished to the Construction Manager. The Agreement between the Owner and the Architect-Engineer shall not be modified without written notification to the Construction Manager.

- 4.4 Site Survey and Reports - The Owner shall provide for the furnishing for the site of the project all surveys describing the physical characteristics including asbestos surveys, as required, soil reports, and subsurface investigations, legal limitations, utility locations, and a legal description.
- 4.5 Approvals and Easements - The Owner shall pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- 4.6 Legal Services - The Owner shall furnish such legal services as may be necessary for providing the items set forth in Article 4.5 and such auditing services as it may require.
- 4.7 Cost of Surveys & Reports - The services, information, surveys and reports required by the above paragraphs shall be furnished with reasonable promptness in accordance with the approved schedule at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy and completeness thereof.
- 4.8 Drawings and Specifications - The Owner will make available to the Construction Manager a reproducible set of all copies of Drawings and Specifications reasonably necessary and ready for printing.
- 4.9 Project Fault Defects - If the Owner becomes aware of any fault or defect in the Project or non-conformance with the drawings and specifications, it shall give prompt written notice thereof to the Construction Manager and Architect-Engineer.
- 4.10 Funding - The Owner shall furnish in accordance with the established schedule, reasonable evidence satisfactory to the Construction Manager that sufficient funds will be available and committed for the cost of each part of the Project. The Construction Manager shall not commence any work, unless authorized in writing by the Owner.
- 4.11 Lines of Communication - The Owner and Architect-Engineer shall communicate with the Subcontractor Managers or suppliers only through the Construction Manager while such method of communication is effective in maintaining project schedules and quality.
- 4.12 Lines of Authority - The Owner shall establish and maintain lines of authority for its personnel and shall provide this definition to the Construction Manager and all other affected parties.
- 4.13 Permitting & Code Inspections - The Owner recognizes and coordinates with the appropriate Permitting Authority and expects the Construction Manager to do the same.

ARTICLE 5 INSPECTION

Construction will be inspected for code compliance, compliance with drawings and specifications, and quality by inspectors working for the Owner.

- 5.1 Code Inspections - All projects require detailed code compliance inspections during construction in disciplines determined by the Owner and the Architect-Engineer. These disciplines normally include, but are not necessarily limited to, structural, mechanical, electrical, plumbing and general building.

Inspection personnel will be provided by the Owner and the Architect-Engineer. Names, addresses, and phone numbers of the inspectors will be provided to the Construction Manager. The Construction Manager shall communicate and cooperate with outside agencies for inspections as required.

The Construction Manager shall notify the appropriate inspector(s), no less than 24 hours in advance, that the work is ready for inspection and before the work is covered up. Work not inspected and approved prior to cover-up shall be uncovered for inspection. All costs for uncovering and reconstruction shall be borne by the Construction Manager.

All inspections shall be made for conformance with the applicable building codes, compliance with

drawings and specifications, and quality.

Cost for all re-inspections of work found defective and subsequently repaired shall be borne by the Construction Manager.

ARTICLE 6 GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION

- 6.1 Guaranteed Maximum Price (GMP) Proposal - When the Design Documents, as generally defined by a design document listing to be provided by the Architect-Engineer and Construction Manager upon execution of this Agreement for use as a guide in developing the specifications and plan data necessary to establish a Guaranteed Maximum Price, are sufficiently complete to establish the scope of work for the Project or any portion thereof, or at such time thereafter designated by the Owner, the Construction Manager will establish and submit in writing for the Owner's approval, a Guaranteed Maximum Price ("GMP") or Partial GMP, guaranteeing the maximum price to the Owner, for the construction cost of the Project as a whole (GMP) or designated part thereof (Partial GMP). Such GMP, or Partial GMP, as applicable, will be subject to modification for changes in the Project as provided in Article 10. However, the actual price paid for the work by the Owner shall be the lesser of (1) the GMP (or Partial GMP where appropriate); or (2) the sum of the following: the actual cost of all subcontracts, supply contracts, direct labor costs, direct supervision costs, and direct job costs as defined under Article 9 necessary for the completion of the Project or applicable part thereof in the case of a Partial GMP, and the Construction Manager's compensation under Article 8.

OWNER SHALL NOT BE LIABLE FOR NOR SHALL IT PAY CONSTRUCTION MANAGER ANY SUMS IN EXCESS OF THE GUARANTEED MAXIMUM PRICE. CONSTRUCTION MANAGER SHALL PAY ALL SUMS IN EXCESS OF THE GUARANTEED MAXIMUM PRICE WITHOUT REIMBURSEMENT FROM THE OWNER. CONSTRUCTION MANAGER AGREES THAT ANY AND ALL SAVINGS BELONG AND/OR REVERT BACK TO THE OWNER.

- 6.2 Taxes - The GMP will only include those taxes in the cost of the project which are legally enacted at the time the GMP is established.

- 6.3 Cost of Work and Contingency - At the time of submission of a Guaranteed Maximum Price, the Construction Manager will verify the time schedule for activities and work which were adopted by the Construction Team and used to determine the Construction Manager's cost of work. In addition to the cost of work, a GMP will include an agreed upon sum as the construction contingency which is included for the purpose of defraying the expenses due to unforeseen circumstances relating to construction. The Construction Manager will be required to furnish documentation evidencing expenditures charged to this contingency prior to the release of funds by the Owner. Documentation for use of the contingency shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the PMIS. The Architect-Engineer shall verify the actual costs. If subcontracts or supply contracts are received below the applicable line items in the GMP, the surplus will be added to the contingency.

If subcontracts or supply contracts are received above the applicable line item in the GMP the deficiency may be taken from the contingency, however such events shall not be cause to increase the GMP.

If subcontracts or supply contracts are not received for a portion of the work at or below the applicable line item amount in the GMP, the Construction Manager reserves the right to perform that portion of the work as acknowledged by the Owner or negotiate for its performance for the specified line item lump sum amount or less.

- 6.4 Reduction of Contingency - When 100% of the contracts with subcontractors and suppliers have been executed, the contingency within the GMP may be decreased in proportion to the percent of the work completed. In other words, if 10% of the work has been completed and the Owner requests that the contingency within the GMP be adjusted, then 10% of the contingency within the GMP will be removed from the GMP by change order. At such time that the contingency equals 10% of its original sum, no further deductions will occur until the project is 100% complete and accepted.

ARTICLE 7

SCHEDULE, TIME OF COMMENCEMENT, SUBSTANTIAL COMPLETION AND PENALTIES

7.1 At the earlier of the time a Guaranteed Maximum Price (GMP) or a Partial GMP is established, as provided for in Article 7, a project substantial completion date, a project final completion date and an Owner Occupancy date for completion of the project in accordance with the Master Project Schedule, shall also be established by the Construction Team. The Construction Manager agrees to complete the construction in accordance with the agreed upon substantial completion date, final completion date and Owner Occupancy date.

7.2 The Owner and Construction Manager acknowledge that failure to complete the project within the construction time set forth in the approved schedule will result in substantial damages to the Owner including, without limitation, delay damages, inconvenience, additional overhead and costs likely to be sustained by the Owner. Penalties for failure to comply with the terms of this Agreement, as provided for by Florida Statutes s. 1013.47, will be determined and identified by the Owner's designated representative at the time a GMP is established for all of the project, or a Partial GMP is established for a portion of the project, as appropriate.

7.2.1 Liquidated Damages for Substantial Completion - The Construction Manager shall pay the Owner the sum of: **five hundred dollars (\$500)** per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth in the Contract Documents for Substantial Completion of each phase, if phased, or the Project, if not phased.

Owner and Construction Manager acknowledge that any sums due and payable hereunder by the Construction Manager shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs likely to be sustained by the Owner as estimated at the time of executing this Agreement. If the Owner reasonably believes in its discretion that Substantial Completion will be delayed, the Owner shall be entitled, but not required, to withhold any amounts otherwise due the Construction Manager an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when in the Owner's discretion the Construction Manager overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Construction Manager those funds withheld, but no longer applicable, as liquidated damages.

Substantial Completion, in the context of this Agreement, does not refer to any prior dates wherein the Owner employs other contractors to work on the same site of the Project.

7.2.2 Liquidated Damages for Final Completion - If the Construction Manager fails to achieve final completion within 60 days of the date of Substantial Completion, the Construction Manager shall pay the Owner the sum of **five hundred dollars (\$500)** per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth for final completion of the Project.

Any sums due and payable hereunder by the Construction Manager shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs likely to be sustained by the Owner as estimated at or before the time of executing this Agreement. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Construction Manager an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays.

Prior being entitled to receive final payment, and as a condition precedent thereto, the Construction Manager shall provide the Owner, in the form and manner required by Owner, if any, the following:

1. An affidavit that Construction Manager's obligations to all subcontractors, laborers, equipment or suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;
2. Such other documents as required by the Project Manual from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who has or might have a claim against the Owner including but not limited to final release of lien;
3. All product warranties, operating manuals, instruction manuals and other documents customarily required of the Construction Manager or reasonably required by Owner, including but not limited to those required elsewhere in the Contract Documents, as part of its Project

Closeout procedures.

- 7.3 Partial use or occupancy of the Project shall not result in the Project being deemed substantially completed, and such partial use or occupancy shall not be evidence of Substantial Completion.
- 7.4 The date of Owner Occupancy shall occur as described in Articles 2.3(11) and 7.1 hereinabove. Warranties called for by this Agreement or by the Drawings and Specifications shall commence on the date of project Substantial Completion.

ARTICLE 8 CONSTRUCTION MANAGER'S COMPENSATION

- 8.1 In consideration of the performance of this Agreement the Owner agrees to pay the Construction Manager as compensation for its services the fees set forth below in Subparagraphs 8.1.1, 8.1.2 and 8.1.3.

- 8.1.1 Compensation for Pre-Construction Services - For the performance of the services set forth under paragraphs 2.4.3(1), 2.4.4(a)(b)(c)(d), 2.2(1), 2.2(2) and 2.2(3) and for profit and overhead related to these services, a total amount that shall be fixed at \$ 13,987 shall be due upon satisfactory completion of the work associated with the following phases according to the following breakdown:

(a)	Schematic Design Phase I	\$ _____
(b)	Preliminary Design Phase II	\$ _____
(c)	Construction Documents Phase III / Establishment of GMP	<u>\$13,987</u>
TOTAL:		<u>\$13,987</u>

The Construction Manager's personnel to be assigned during this phase, their duties and responsibilities to this project, and the duration of their assignments are shown on Exhibit "A." However, the Owner retains the right to review the need and effectiveness of any employee or employees assigned by the Construction Manager.

- 8.1.2 Compensation for Construction Services - Prior to commencement of the Construction Phase, the Owner will direct the Construction Manager in writing to proceed into the Construction Phase by issuing the Notice to Proceed.

The Construction Manager's compensation for work or services performed during the Construction Phase shall not exceed \$335,156. This is based on an anticipated construction duration of 7 months. The total Construction Phase Compensation shall be paid at a percentage equal to the percentage of work completed and billed on a monthly basis. The first monthly payment shall become due thirty days following the submission by the Construction Manager of a GMP or Partial GMP as provided for in Article 6 above. If construction is authorized only for a part of the project or if the Construction Manager is performing work under a Partial GMP, the compensation shall be proportionate to the amount of work authorized by the Owner or included within the Partial GMP.

- (1) Costs and Expenses Included - The following are included in the Construction Manager's compensation for services during the Construction Phase:
- (a) Salaries or other compensation of the Construction Manager's managerial and/or supervisory employees at its principal office and branch offices. The Construction Manager's managerial and/or supervisory personnel, included in this provision, who are to be assigned to the Project during the construction phase, their duties and responsibilities to this Project, and the duration of their assignments are shown on Exhibit A.
 - (b) General operating expenses of the Construction Manager's principal and branch offices related to this Project.
 - (c) The costs of all data processing staff.
 - (d) Salaries or other compensation of the Construction Manager's managerial and/or supervisory employees at the job site. The Construction Manager's managerial and/or

supervisory personnel to be assigned to the site during the Construction Phase to be included in this provision, as well as their duties and responsibilities and the duration of their assignment are shown on Exhibit "A."

- (e) General operating expenses incurred in the management and supervision of the project, except as expressly included in Article 9.
- (f) Those services set forth in Article 2.3(8), and (9).
- (g) Job office supplies - includes paper, pencils, paper clips, file folders, staples, etc., and janitorial supplies (photo copy or blue print paper not included).
- (h) Relocation expenses for Construction Manager's personnel.
- (i) The cost of administering the Direct tax saving purchase program. This cost shall include all expenses necessary for the Construction Manager to safeguard, store, and insure all Owner Direct tax saving purchases.

For purposes of calculating the costs associated with subparagraph (a) and (d), above, the Construction Manager's Labor Burden, to be included in such cost, shall not exceed the percentage set forth within the Labor Burden Calculation Form attached hereto as Exhibit "B." For purposes hereof, Labor Burden means the actual cost of benefits and taxes that Construction Manager must pay or chooses to pay its employees and shall not include any profit, markup or expense unrelated to employee compensation. With respect to benefits Construction Manager chooses to pay, the categories of such benefits must be approved by Owner. The following types of fringe benefits shall not be included in Labor Burden: incentive compensation, bonuses, personnel support costs, and extraordinary retirement benefits. Fringe benefits shall be reimbursable only as specified in Exhibit "B."

- (2) Adjustments in Compensation - For changes in the project as provided in Article 10, the construction phase compensation shall be adjusted as follows:
 - (a) The Construction Manager shall be paid additional compensation subject to negotiation if the Construction Manager is placed in charge of reconstruction of an insured or uninsured loss excluding any condition that may have been caused by the negligent acts of the Construction Manager or anyone for whom the Construction Manager is responsible under this Agreement.
 - (b) If, at the time of the establishment of the GMP, or Partial GMP as applicable, as described in Article 6, the duration of construction differs from the above (measured by reference to the Owner Occupancy date referenced in Article 7 above), the construction phase compensation shall be re-negotiated and revised.
 - (c) Construction Manager's Exclusive Remedy (No Fault by Construction Manager): To the extent that the construction Substantial or Final Completion date is extended due to an act or neglect of the Owner or the Architect-Engineer, and without the fault of the Construction Manager, or where such extension is solely attributable to the Owner or the Architect-Engineer, the Construction Manager's sole and exclusive remedy is an extension of the construction completion date and payment of additional Compensation for Construction Services and additional Overhead necessitated by such delay. It is expressly understood by the parties that this provision is intended only to compensate the Construction Manager for expenses actually incurred as direct costs of construction exclusively related to the scope of work suffering delay and is not intended to provide additional profit or compensation to the Construction Manager except as may be agreed to by the Owner.
 - (d) Construction Manager's Exclusive Remedy (Contributory Fault of Construction Manager and Owner and/or Architect-Engineer): To the extent that the construction Substantial or Final Completion date is extended due to any act or neglect or confluence of acts or events for which both the Owner (and/or Architect-Engineer) and the Construction Manager are at fault, regardless of the proportion of fault attributable to either, the Construction Manager's sole and exclusive remedy is an extension of the construction completion date and such additional Compensation for Construction Services subject to negotiation with the Owner,

except that any such additional compensation SHALL NOT include any provision for profit to the Construction Manager.

- 8.1.3 Overhead and Profit for Construction Phase - For overhead, profit and general expenses of any kind, except as may be expressly included in Article 9, for services provided during and related to the construction phase, the total amount of compensation shall be **(5.0%) of the Cost of the Project as defined in Article 8.1.4** and shall be paid proportionally to the ratio of the cost of the work in place, including stored materials and less retainage (see Article 12.1), as it bears on the latest estimate of the total construction cost or to the GMP or to the Owner's Construction Budget, whichever is less. The balance shall be paid when construction of the project is finally completed and occupancy of the project accepted by the Owner. If construction is authorized only for a part of the project, or if the Construction Manager is performing work under a Partial GMP, the amount of compensation shall be proportionate to the amount of work authorized by the Owner or included within in the Partial GMP.
- 8.1.4 Limitation on Construction Manager's Compensation – To the extent any provision of this Article 8 requires the calculation of the Construction Managers' compensation with reference to a percentage of the Cost of the Project, including, without limitation, any fees, overhead, profit or other compensation, the Cost of the Project shall be deemed to exclude the following: performance/payment bond, builder's risk insurance, liability insurance, guarantee, unused owner's contingency and overhead & profit, such amounts to be excluded prior to the calculation of any percentage based compensation,

ARTICLE 9 COST OF THE PROJECT

- 9.1 Definition - The term Cost of the Project shall mean costs necessarily incurred in the Project during the Construction Phase for Construction services and paid by the Construction Manager which are not included in Article 8. Such costs shall include only those items specifically set forth below in this Article.

The Owner agrees to pay the Construction Manager for the Cost of the Project as defined in this Article 9. Such payment shall be in addition to the Construction Manager's compensation stipulated in Article 8.

9.2 Direct Cost Items

- (1) Wages paid for labor (as opposed to wages paid to management or supervisory personnel) in the direct employ of the Construction Manager in the performance of its work under this Agreement plus Labor Burden to cover fringe benefits as set forth below.

For purposes of calculating the cost of labor to be reimbursed under the previous paragraph, the Construction Manager's Labor Burden shall not exceed the percentage set forth within the Labor Burden Calculation Form attached hereto as Exhibit "B." For purposes hereof, Labor Burden means the actual cost of benefits and taxes that Construction Manager must pay or chooses to pay its employees and shall not include any profit, markup or expense unrelated to employee compensation. With respect to benefits Construction Manager chooses to pay, the categories of such benefits must be approved by Owner. The following types of fringe benefits shall not be included in the Labor Burden: incentive compensation, bonuses, personnel support costs, and extraordinary retirement benefits. Fringe benefits shall be reimbursable only as specified in Exhibit "B."

- (2) Cost of all materials, supplies and equipment incorporated in the Project, including costs of transportation and storage thereof.
- (3) Payments due to subcontractors from the Construction Manager or made by the Construction Manager to subcontractors for their work performed pursuant to contract under this Agreement.
- (4) Cost including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen, which are employed or consumed in the performance of the work, cost on such items used but not consumed which may be turned over to the Owner at the end of the project and cost less salvage value on such items used but not consumed which remain the property of the Construction Manager. For those items to be turned over to the Owner at the end of the project, Article 2.2(7) shall apply.
- (5) Rental charges on all necessary machinery and equipment, exclusive of hand tools used at the site

of the Project, whether rented from the Construction Manager or other, including installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof, which are used in the support of a sub-Construction Manager or the Construction Manager's own forces in the performance of the work, at rental charges consistent with those prevailing in the area.

- (6) Cost of the premiums for all insurance and cost of premiums for all bonds which the Construction Manager is required to procure by this Agreement specifically for the construction project. This includes any sub-contractor bonds the Construction Manager deems appropriate.
- (7) Sales, use, gross receipts or similar taxes related to allowable direct costs of the Project imposed by any governmental authority, and for which the Construction Manager is liable.
- (8) The cost of corrective work subject, however, to the GMP and except for any corrective work made necessary because of defective workmanship or other causes contributed to by the Construction Manager or its subcontractors or suppliers.

No costs shall be paid by the Owner to the Construction Manager for any expenses made necessary to correct defective workmanship or to correct any work not in conformance with the Plans and Specifications or to correct any deficiency or damage caused by negligent acts by the Construction Manager.

- (9) Minor expenses at the site, such as telegrams, long distance telephone calls, telephone service, expressage, postage, and similar petty cash items in connection with the Project to be billed at cost.
- (10) Costs for trash and debris control and removal from the site.
- (11) Cost incurred due to an emergency affecting the safety of persons and property.
- (12) Legal costs reasonably and properly resulting from prosecution of the Project for the Owner, including handling claims for changes by Subcontractors and Vendors, subject to the following limitations:
 - (a) The Owner approved incurring such costs in advance, which approval shall not be unreasonably denied; and
 - (b) The legal costs were not incurred as result of the Construction Manager's own negligence or default.

This paragraph does not provide for payment of legal costs incurred in preparing or asserting claim or requests, by Construction Manager itself, for change orders or in enforcing the obligations of this Agreement.

- (13) All costs directly incurred in the performance of the Project for the benefit of the Project and not included in the Construction Manager's fees as set forth in Article 8.
- (14) If requested by the Owner, the Construction Manager will perform all or a portion of any item in Article 9 for the cost of the work.
- (15) If approved by the Owner, the Construction Manager, when qualified, may perform all or a portion of the work for any item listed on the estimate or GMP breakdown where it is deemed advantageous due to schedule or economic benefit for the direct cost of the work.
- (16) Transportation greater than 100 miles from the site for those personnel employed directly for the project, not including relocation expenses. Such transportation must be approved in advance by the Owner, and may be in accordance with the Construction Manager's standard personnel policy but not exceeding the limits established by Florida Statutes 112.061.
- (17) Costs of all reproductions used for bidding or information purposes required by the project to directly benefit the project.

- (18) Costs for watchman and security services for the project.
- (19) Costs for efficient logistical control of the site, including horizontal and vertical transportation of materials and personnel. Also, costs for adequate storage and parking space.
- (20) Costs for such temporary facilities during construction, as approved by the Owner, including temporary water, heat, power, sanitary facilities, telephones, radios and computers with software.
- (21) Costs for any job site items not referenced herein, not normally provided by the subcontractors, which will be provided by the Construction Manager as required to complete the work.
- (22) Cost of utilizing a computer aided design and drafting application (CADD) for record drawings as described in Article 2.3(9)(k). Upon completion of the work, the Construction Manager shall obtain two (2) sets of disk files from the Architect-Engineer and record to scale all as-built conditions. The disk shall be submitted to the Architect-Engineer when completed, together with two sets of blue line or black line prints for certification and forwarding to the Client Agency, at the time of final completion.
- (23) Costs for scheduling the services of independent testing laboratories and providing the necessary testing of materials to ensure conformance to contract requirements.

ARTICLE 10 CHANGE IN THE PROJECT

- 10.1 Change Orders - The Owner, without invalidating this Agreement, may order Changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions, the GMP, and the current construction schedule, being adjusted accordingly. All changes in the Project not covered by an authorized contingency shall be authorized by Change Order signed by the Owner before the change is implemented.
- 10.1.1 A Change Order is a written order to the Construction Manager signed by the Owner, issued after the execution of this Agreement, authorizing a Change in the Project, the Construction Manager's fee, or the current construction schedule. Each adjustment in the GMP resulting from a Change Order shall clearly separate the amount attributable to the Cost of the Project.
- 10.1.2 The increase or decrease in the Guaranteed Maximum Price resulting from a change in the Project shall be determined in one or more of the following ways:
- (1) by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Architect-Engineer and Owner;
 - (2) by unit prices stated in the Agreement or subsequently agreed upon;
 - (3) by cost as defined in Article 9 and a mutually acceptable fixed or percentage fee; or
 - (4) by the method provided in Subparagraph 10.1.3.
- 10.1.3 If none of the methods set forth in Clause 10.1.2 is agreed upon, the Construction Manager, provided it receives a written order signed by the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures and savings of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Architect-Engineer will establish an estimated cost of the work and the Construction Manager shall not perform any work whose cost exceeds that estimate without prior written approval by the Owner. In such case, and also under Article 10.1.2 above, the Construction Manager shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data of the increase in the Cost of the Project as outlined in Article 9. The amount of decrease in the Guaranteed Maximum Price to be allowed by the Construction Manager to the Owner for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease.
- 10.1.4 If unit prices are stated in the Agreement or subsequently agreed upon, and if the quantities originally

contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or the Construction Manager, the applicable unit prices and Guaranteed Maximum Price shall be equitably adjusted.

- 10.1.5 Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Drawings, Specifications, or Owner furnished information or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, be encountered, the Guaranteed Maximum Price and the Construction Completion date shall be equitably adjusted by Change Order upon a request for Change Order in accordance with Article 10.2, provided, however, that no such adjustment shall be made if the Construction Manager has failed to comply with the requirements of Article 2.2(2).

10.2 Claims for Additional Cost or Time

All claims for additional cost or time shall be made by request for a change order submitted as provided in Article 16.

If the Construction Manager is delayed at any time in the progress of the work by any act or neglect of the Owner or the Architect or of any employee of either or by any separate contractor employed by the Owner or by any changes ordered in the work or by labor disputes, fire, or unusual delay in transportation, unavoidable casualties or any causes beyond the Construction Manager's control or by delay authorized by the owner pending resolution of disputes, and any such delay affects the critical path of the work as reflected on the most recent Master Project Schedule or revision thereto under the PMIS, the Substantial Completion date shall be extended by Change Order for such reasonable time as the Construction Team may determine.

Only delays which are determined to extend the critical path for the schedule for constructing the project will result in a time extension. Neither the Owner nor the Construction Manager shall be considered to own the schedule float time.

Should events occur during the performance of the project which would justify granting the Construction Manager a time extension under any of the above circumstances causing delay, the Construction Manager shall be entitled to receive only such time extension as is determined by the Project Architect-Engineer to be due the Construction Manager as follows:

.1 In the event the currently published construction schedule indicates completion at or after the contractually established date for Substantial Completion, any time extension shall only be added to the contractually established date for Contract Completion.

.2 The Project Architect-Engineer shall determine its recommendation as to time extensions which shall be determined by application of that portion of delay time directly affecting the critical path of the current accepted construction schedule.

.3 The Construction Manager may not receive a time extension or additional compensation for any delay unless such delay is noted by the Construction Manager on the first construction schedule submitted after the Construction Manager knows or should know of the cause for such delay and the Construction Manager has provided information to the Owner and Project Architect-Engineer as to corrective action to offset such delay.

.4 The Owner will not be obligated to grant time extensions nor the Project Architect-Engineer obligated to recommend such based on improper scheduling of the project or failure to meet schedules, if not indisputably and totally the fault of the Owner or Project Architect-Engineer.

10.3 Audit Rights

Owner shall have the right to conduct an audit of Construction Manager's books and records and to verify the accuracy of Construction Manager's claims with respect to Construction Manager's costs associated with any Change Order or Construction Change Directive and Construction Manager's compliance with this Agreement and applicable law. The Construction Manager agrees to obtain from subcontractors and provide to Owner and Architect-Engineer upon request all documentation and information as is reasonably necessary to enable Owner and Architect-Engineer to evaluate change order requests, including without limitation the breakdown between subcontractor labor, material and profit.

Construction Manager shall provide Owner with documentary evidence that all subcontractors are at all times properly licensed pursuant to Chapter 489, F.S., and other applicable law. This provision shall not be construed to reduce the audit rights provided in Article 12.7.

10.4 Minor Changes In The Project

The Architect-Engineer will have authority to order minor changes in the Project not involving an adjustment in the Guaranteed Maximum Price or an extension of the Construction Completion Date and not inconsistent with the intent of the Drawings and Specifications. Such changes shall be effected by written order. Documentation of changes shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the PMIS. Changes shall be approved by the Project Architect-Engineer.

10.5 Emergencies

In any emergency affecting the safety of persons or property, the Construction Manager shall act at its discretion, to prevent threatened damage, injury or loss. Any increase in the Guaranteed Maximum Price or extension of time claimed by the Construction Manager on account of emergency work shall be determined as provided in Article 10.1.2.

10.6 Hazardous Materials

10.6.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Construction Manager, the Construction Manager shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

10.6.2 The Owner shall not be responsible under paragraph 10.6.1 for materials and substances brought to the site by the Construction Manager unless such materials were required by the Contract Documents.

10.7 Safety

The Construction Manager shall be fully and solely (excepting the liabilities and responsibilities of his subcontractors are not hereby eliminated) for all matters of safety of persons and property arising from this Agreement. Neither the Architect-Engineer, nor the Owner or any of their representatives or employees are to be assumed to have any role in matters of safety except they (including the School's Principal or Facility Director) shall have the authority to order suspension of a portion of the Work which they notice may endanger students, faculty, School District employees or the public. In such instances, the Construction Manager shall be entitled to no additional compensation. However, safety shall not be the Principal's or Director's responsibility, but shall be solely the responsibility of the Construction Manager.

ARTICLE 11 DISCOUNTS AND PENALTIES

11.1 All discounts for prompt payment shall accrue to the Owner to the extent the Cost of the project is paid directly by the Owner or from a fund made available by the Owner to the Construction Manager for such payments. To the extent the Cost of the Project is paid with funds of the Construction Manager, all cash discounts shall accrue to the Construction Manager. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Project. All penalties incurred due to fault of the Construction Manager for late payment of Cost of the Project will be paid by the Construction Manager.

ARTICLE 12 PAYMENTS TO THE CONSTRUCTION MANAGER

12.1 Monthly Statements - The Construction Manager shall submit to the Owner a statement, sworn to if required, along with the cost reports required under Article 2.4.5, showing in detail all monies paid out, cost accumulated or costs incurred on account of the Cost of the Project during the previous period and the amount of the Construction Manager's compensation due as provided in Article 8. This data shall be attached to the Partial Pay Request form. Ten percent (10%) retainage shall be held on all payments until

the Agreement is fifty percent (50%) complete, except that, when approved by the Owner, certain suppliers and subcontractors may be paid the entire amount due when such payment is generally the practice of the industry. 50% completion shall be defined for purposes of this provision as that point in the construction of the project at which time the Architect Engineer has approved for payment to the Construction Manager fifty percent (50%) or more of the Guaranteed Maximum Price of the project as defined herein in Article 6. At 50% completion, the Owner shall approve a reduction of the retainage from 10% to 5% on each subsequent progress payment and, may, upon proper request of the Construction Manager, make payment of up to one-half of the retainage held by the Owner, unless the Owner has appropriate grounds for withholding the payment of retainage, such as the existence of a good faith dispute, claim or demand by the Owner or Construction Manager. Payments by the Owner to the Construction Manager shall be made as described in Article 17.7 hereinafter. The parties acknowledge that the maximum retainage set forth in this provision is subject to current Florida Statutes. In the event of a change in the applicable Florida Statutes affecting the maximum allowable retainage, whether an increase or decrease, such change shall be applied to this Agreement prospectively from the date of such change.

12.2 Final Payment - Final payment constituting the unpaid balance of the Cost of the Project and the Construction Manager's compensation, shall be due and payable as described in Article 17.7 after the Owner has accepted occupancy of the project, provided that the Project is then finally completed, and that this Agreement has been finally performed. However, if there should remain work to be completed, the Construction Manager and the Architect-Engineer shall list those items prior to receiving final payment and the Owner may retain a sum equal to 150% of the estimated cost of completing any unfinished work, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items are likewise listed separately. The cost of completing unfinished items shall be established by the Architect/Engineer in its sole discretion. Thereafter, Owner shall pay to Construction Manager, monthly, the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retainage, the Construction Manager shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the Owner's operating and maintenance personnel is complete.

12.2.1 Compliance with s. 218.735, Florida Statutes – The Construction Manager, Owner, and Architect-Engineer shall cooperate in the development of a list of items required to render complete, satisfactory, and acceptable the construction services purchased by the Owner according to the following time table:

1. For construction projects having an estimated cost of less than \$10 million, within 30 calendar days after reaching substantial completion of the construction services or upon reaching beneficial occupancy or use, whichever is later;
2. For construction projects having an estimated cost of \$10 million or more, within 60 calendar days after reaching substantial completion of the construction services or upon reaching beneficial occupancy or use, whichever is later;
3. In the event the Project calls for construction in phases or involves the construction of more than one building or structure, such a list shall be developed for each phase or building/structure according to the time frames in the preceding paragraphs.
4. It shall be the responsibility of the Construction Manager to submit, for the Architect-Engineer to review, a preliminary list of the type herein described, including both incomplete and incorrect items, no later than the Construction Manager's request for a Substantial Completion inspection. The Architect shall approve, reject, or make recommended revisions to the list within 15 days of the submission. Upon rejection or revision, the Construction Manager shall have 15 days in which to resubmit the list for the Architect to re-review. Upon approval of the form of the list by the Architect, the Owner shall have 30 days to approve, reject or amend the list. Upon rejection or revision by the Owner, the Construction Manager shall have 15 days in which to resubmit the list to the Owner for approval. The final form of the list must be completed prior to the deadlines established in subparagraphs 1-3 above.

12.3 Payments to Subcontractors - The Construction Manager shall promptly, within 10 days after receipt of payment from the Owner, pay all the amount due subcontractors less a retainage of ten percent (10%) until the project is fifty percent (50%) complete, and based on Construction Manager's evaluation of the subcontractor's acceptable performance, the Owner may approve a reduction in retainage from 10% to 5% thereafter. If there should remain items to be completed, the Construction Manager and Architect-Engineer shall list those items required for completion and the Construction Manager shall require the

retainage of a sum equal to 150% of the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items is likewise listed separately. Thereafter, the Construction Manager shall pay to the subcontractors, monthly, the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retainage, the Construction Manager shall require the subcontractor to submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the Owner's operating and maintenance personnel is complete.

Final payment may be made to certain select subcontractors whose work is satisfactorily completed prior to the total completion of the Project but only upon approval of the Owner.

- 12.4 Delayed Payments by Owner – Owner shall comply with the Local Government Prompt Payment Act as set forth in Florida Statutes s. 218.70 et seq.
- 12.5 Payments for Materials and Equipment - Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at the site or another location subject to prior approval and acceptance by the Owner on each occasion.
- 12.6 Withholding Payments To Subcontractors - The Construction Manager shall not withhold payments to subcontractors if such payments have been made to the Construction Manager. If Prompt payment does not occur for any reason, the Construction Manager shall immediately return such monies to the Owner, adjusting pay requests and project bookkeeping as required.
- 12.7 Audit Rights

Construction Manager's records, which shall include, but not be limited to, accounting records, payroll time sheets, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files, (including documentation covering negotiated settlements), and other supporting evidence necessary to substantiate charges related to this Agreement (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Construction Manager or any of his payees pursuant to the execution of this Agreement. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs as they may apply to reimbursable costs associated with this Agreement. All records shall be provided by Construction Manager within a reasonable period of time not to exceed 30 days following receipt of Owner's written request.

Construction Manager shall keep all records and supporting documentation which concern or relate to the work hereunder for a minimum of three (3) years from the date of termination of this Agreement or the date the Project is completed, whichever is later or such longer period of time as may be required by law. Construction Manager shall require all of its subcontractors to likewise retain all of their Project records and supporting documentation. Owner and any duly authorized agents or representatives of Owner, shall be provided access to all such records and supporting documentation at any and all times during normal business hours upon request by Owner. Further, Owner, and any duly authorized agents or representatives of Owner, shall have the right to audit, inspect and copy all of Construction Manager's and any subcontractor's Project records and documentation as often as they deem necessary and Construction Manager shall cooperate in any audit, inspection, or copying of the documents.

If at any time, Owner conducts such an audit of Construction Manager's records and documentation and finds that Construction Manager overcharged Owner for any compensation or costs incurred in the Project, Construction Manager shall pay to Owner the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). If the Overcharged Amount is equal to or greater than 3/5 of 1% of the construction value, Construction Manager shall pay to Owner the Overcharged Amount and the Audit Amount which is defined as the total aggregate of Owner's reasonable audit costs incurred as a result of its audit of Construction Manager. Owner may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing Construction Manager with regard to the Project or under any other agreement between Construction Manager and Owner. If such amounts owed Construction Manager are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Construction Manager hereby acknowledges and agrees that it shall pay such remaining amounts to

Owner within seven (7) business days of its receipt of Owner's invoice for such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed reimbursable to Construction Manager.

Construction Manager shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this Article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts, which include such provisions, shall be reason to exclude some or all of the related payees' costs from amounts payable to the Construction Manager pursuant to this Agreement.

This Article, including all access, inspection, copying, auditing, reimbursement and repayment rights, shall survive the termination of this Agreement.

ARTICLE 13 INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION

13.1 Indemnity

- (1) The Construction Manager agrees to indemnify and hold harmless the Owner, its officers and employees, and Architect-Engineer from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Construction Manager and persons employed or utilized by the Construction Manager in the performance of this Agreement.
- (2) The Owner shall cause any other Contractor who may have a contract with the Owner to perform construction or installation work in the area where work will be performed under this Agreement, to agree to indemnify and hold harmless the Owner, its officers and employees, under the same terms as required of the Construction Manager under the preceding paragraph.

13.2 Insurance

- (1) The Construction Manager shall not commence any construction work in connection with this Agreement until it has obtained all of the following types of insurance and such insurance has been approved by the Owner, nor shall the Construction Manager allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida and minimum AM Best ratings of A-VII.
- (2) Worker's Compensation Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Worker's Compensation Insurance for all its employees connected with the work of this Project and, in case any work is sublet, the Construction Manager shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Construction Manager. Such insurance shall comply with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this Agreement at the site of the Project is not protected under the Worker's Compensation statute, the Construction Manager shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected.
- (3) Construction Manager's Public Liability and Property Damage Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Comprehensive General Liability and Comprehensive Automobile Liability Insurance as shall protect it from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by the Construction Manager itself or by anyone directly or indirectly employed by the Construction Manager, and the amount of such insurance shall be minimum limits as follows:

(a) Construction Manager's Comprehensive General Liability Coverages, Bodily Injury & Property Damage	\$1,000,000 Each Occurrence, Combined Single Limit
(b) Employer's Liability	\$1,000,000 Each Occurrence

Engineer, its agents or employees providing such giving or failure to give is the primary cause of the injury or damage.

- (10) Owner's Builder's Risk Coverage - The Owner shall take out and maintain during the life of this Agreement a "Builder's Risk Policy" completed value form as a cost of the Project, issued to provide coverage on an "all risk" basis, including theft. This coverage shall remain in force regardless of partial occupancy by the Owner prior to final acceptance of the Project. The "Builders Risk Policy" shall insure the construction and / or renovation, and all materials, supplies equipment and machinery which are charged to the project and which will be incorporated into the construction and / or renovation, except:

(1) Construction Manager's, Contractor's and Subcontractor's tools, machinery, plant and equipment, cranes, lifts or hoists including spare parts and accessories and property of a similar nature not destined to become a part of the completed Project;

(2) Vehicles or equipment licensed for highway use, rolling stock, aircraft or watercraft whether on or off the project site;

(3) Materials, equipment, parts and supplies after delivery to the project site or an approved offsite storage facility and destined to become a part of the completed Project purchased through the Owner's Direct tax saving purchase program such that the Owner shall directly enjoy the economic benefit of the proceeds of such insurance as required by Florida Administrative Code Rule 12A-1.094.

(4) Scaffolding, form work, fences, shoring, hoarding, falsework, and temporary buildings and all property of a similar nature unless such property is specifically charged to the project, insurable values are declared, and coverage is agreed to be assumed by Owner;

(5) All property in transit prior to delivery and acceptance in an undamaged state at the project site;

(6) All property in offsite temporary storage unless agreed to be assumed by Owner.

Unless otherwise agreed, for all of the described property listed in Section 13.2, 10, (1) through (6) above, all risks of loss or damage will be retained by the Construction Manager, Contractors, and Subcontractors for their own account.

- (11) Construction Manager's Property Insurance Coverage - The Construction Manager shall take out and maintain during the life of the Project, an "all risks" property policy and transit policy, including theft, providing coverage for property specified in Section 13.2, 10, (3) through (6). This coverage shall remain in force regardless of partial occupancy by the Owner prior to final acceptance of the Project. These policies will name the Owner as an Additional Insured and Loss Payee as their respective interest in the insured property may appear. Any applicable deductibles under these policies will be the responsibility of the Construction Manager.

- (12) Certificates of Insurance - The Owner shall be furnished proof of coverage of Insurance as follows:

Certificate of Insurance form will be furnished to the Owner along with the Contract Documents. These shall be completed and signed by the authorized Florida Resident Agent, and returned to the Owner. This Certificate shall be dated and show:

(1) The name of the insured Construction Manager, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.

(2) Owner as Additional Insured under the Construction Manager's policies. Construction Manager as Additional Insured under the Owner's Builders Risk Policy as their respective interest in insured property may appear.

(3) All required Waivers of Subrogation.

(2) Statement that the Insurer will mail notice to the Owner and a copy to the Architect-Engineer at least sixty (60) days prior to any material changes in provisions or cancellation of the policy.

- (3) Certificate of Insurance shall be in the form as approved by the Insurance Standards Office (ISO) and such Certificate shall clearly state all the coverages required in this Section commencing at 13.2 and ending with 13.3.4.

- (13) Owner's Insurance to be Excess or Secondary to Construction Manager's Insurance - as to any insurable claim for which both the Owner and Construction Manager have applicable insurance, the Construction Manager's policy shall be considered primary and the Owner's shall be secondary or excess only.

13.3 Waiver of Subrogation

- 13.3.1 The Owner and the Construction Manager waive all rights against each other, for any loss or damages covered by insurance provided under Article 13.2 to the extent covered by such insurance, except:

- (1) Such rights as they may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees;
- (2) On renovations of existing facilities Owner and their property insurers shall not waive subrogation if property damage to an existing adjacent facility or school is caused by the negligence, recklessness or intentional wrongful misconduct of the Construction Manager or Subcontractors.
- (3) Owner and their liability insurers shall not waive subrogation if bodily injury to any person or persons or property damage to others is caused by the negligence, recklessness or intentional wrongful misconduct of the Construction Manager or Subcontractors.
- (4) As respects Sections 13.2 (10) Owners Builders Risk Insurance and 13.3.1 (2) & (3) above, Construction Manager and Subcontractors will be responsible to pay Owners deductibles or self insured retentions under Owner's Insurance when loss or damage is caused by the negligence, recklessness or intentional wrongful misconduct of the Construction Manager or Subcontractors.

The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

- 13.3.2 If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed.

ARTICLE 14

TERMINATION OF THE AGREEMENT AND OWNER'S RIGHT TO PERFORM CONSTRUCTION MANAGER'S OBLIGATION

- 14.1 Termination by the Construction Manager - If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Construction Manager, or if the Project should be stopped for a period of sixty (60) days by the Construction Manager, for the Owner's failure to make payments thereon in violation of the terms of this Agreement, then the Construction Manager may, upon seven days written notice to the Owner, request payment for all work executed, the Construction Manager's fees earned to date, and for any proven loss sustained upon any materials, equipment, tools, construction equipment, and machinery, including reasonable terminal expenses incurred by the Construction Manager.

- 14.2 Owner's Right to Perform Construction Manager's Obligations and Termination by Owner for Cause.

- (1) If the Construction Manager fails to perform any of its obligations under this Agreement, including any obligation it assumes to perform work with its own forces, the Owner may, after seven (7) days written notice during which period the Construction Manager fails to perform such obligation, make good such deficiencies. The GMP, or the actual cost of the Project, whichever is less, shall be reduced by the cost to the Owner of making good such deficiencies and the Construction Manager's Construction Phase Compensation shall be reduced by an amount required to manage the making good of such deficiencies.
- (2) If the Construction Manager is adjudged a bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an established schedule

(failure to maintain schedule shall be defined as any activity on the critical path that falls 45 days or more behind schedule) which has been adopted by the Construction Team, or if it fails to make prompt payment to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Agreement, then the Owner may, without prejudice to any right or remedy and after giving the Construction Manager and its surety, if any, seven (7) days written notice, during which period Construction Manager fails to cure the violation, terminate the employment of the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Construction Manager, and may finish the Project by whatever method it may deem expedient. In such case, the Construction Manager shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from its obligations assumed under Article 6. Reasonable terminal expenses incurred by the Owner may be deducted from any payments left owing the Construction Manager (excluding monies owed the Construction Manager for subcontract work). The GMP, or the actual cost of the Project, whichever is less, shall be reduced by the cost to the Owner of finishing the project and the Construction Manager's Construction Phase Compensation shall be reduced by an amount required to manage the project through completion.

- (3) If the Construction Manager refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Construction Manager in conjunction with this Agreement, then the Owner may, without prejudice to any right or remedy and after giving the Construction Manager and its surety, if any, seven (7) days written notice, during which period Construction Manager still fails to allow access, terminate the employment of the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Construction Manager, and may finish the project by whatever method it may deem expedient. In such case, the Construction Manager shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from its obligations assumed under Article 6. Reasonable terminal expenses incurred by the Owner may be deducted from any payments left owing the Construction Manager (excluding monies owed the Construction Manager for subcontract work). The GMP, or the actual cost of the Project, whichever is less, shall be reduced by the cost to the Owner of finishing the project and the Construction Manager's Construction Phase Compensation shall be reduced by an amount required to manage the project through completion.

14.3 Termination by Owner Without Cause

Owner may terminate this Agreement at any time in Owner's sole and absolute discretion subject to the following rights of the Construction Manager: If the Owner terminates this Agreement other than pursuant to Article 14.2(2) or Article 14.2(3), it shall reimburse the Construction Manager for any unpaid Cost of the Project due under Article 9, plus that part of the unpaid balance of the Construction Phase Compensation in an amount as will increase the payment on account of its fee to a sum which bears the same ratio to the Construction Phase Compensation as the Cost of the Project at the time of termination bears to the Guaranteed Maximum Price, if established, otherwise to the current Estimate of the actual cost of the Project as of the time of termination. The Owner shall also pay to the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. In case of such termination of Agreement the Owner shall further assume and become liable for obligations, commitments and unsettled contractual claims that the Construction Manager has previously undertaken or incurred in good faith in connection with said Project. The Construction Manager shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps including the legal assignment of its contractual rights, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such obligations or commitments.

- 14.4 Any termination for cause by Construction Manager, which is adjudged by a court of competent jurisdiction, arbitration panel, if applicable, or the like, shall be converted to a termination pursuant to section 14.3, above, and the Construction Manager paid accordingly. Construction Manager's rights in such an event shall be treated as if the termination was for convenience from its inception.

**ARTICLE 15
ASSIGNMENT AND GOVERNING LAW**

- 15.1 Neither the Owner nor the Construction Manager shall assign its interest in this Agreement without the written consent of the other including the assignment of proceeds. Any assignment of proceeds without the written approval of the Owner signed by the Superintendent of Schools shall be a material breach of this agreement and grounds for immediate termination by the Owner.
- 15.2 This Agreement shall be governed by the Laws of the State of Florida.

**ARTICLE 16
NOTICE OF CLAIM, WAIVER OF REMEDIES, NO DAMAGES FOR DELAY**

- 16.1 The Owner's liability to the Construction Manager for any claims arising out of or related to the subject matter of this Agreement, whether in contract or tort, including, but not limited to, claims for extension of construction time, for payment by the Owner of the costs, damages or losses because of changed conditions under which the work is to be performed, or for additional work, shall be governed by the following provisions:

- (a) All claims must be submitted as a Request for Change Order in the manner as provided herein;
- (b) The Construction Manager must submit a Notice of Claim to Owner and to the Architect-Engineer within 20 days of when the Construction Manager was or should have been aware of the occurrence of the event giving rise to the claim; and
- (c) Within 20 days of submitting its Notice of Claim, the Construction Manager shall submit to the Owner its Request for Change Order, which shall include a written statement of all details of the claim, including a description of the work affected.

The Construction Manager agrees that the Owner shall not be liable for any claim that the Construction Manager fails to submit as provided in this paragraph. Time is of the essence with respect to the time requirements of this paragraph.

- 16.2 After receipt of a Request for Change Order, the Owner, in consultation with the Architect-Engineer, shall deliver to the Construction Manager its written determination of the claim. As to matters subject to the determination by final agency action (not actions for breach of contract or tort) the Owner's written decision shall be final agency action unless the Construction Manager requests an administrative proceeding pursuant to Section 120.57, Florida Statutes, by filing a petition in compliance with Rule Chapter 28-106, F.A.C. within twenty-one (21) days of the Construction Manager's receipt of the Owner's determination.

The venue for all civil and administrative actions against the Owner shall be in Pinellas County.

- 16.3 The Construction Manager's exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or the Architect-Engineer, including claims based on breach of contract or negligence, shall be a claim submitted in compliance with 16.1 above, for an extension of the scheduled construction time, as determined by Article 10.2 of this Agreement, and additional compensation pursuant to Article 8.1.2(2) of this Agreement. The Construction Manager expressly agrees that the foregoing constitute its sole and exclusive remedies for delays and changes in such work, and eliminate any other remedies for claims for increase in the contract price, delays, changes in the work, damages, losses or additional compensation.
- 16.4 In the event it shall be determined, by a Court of competent jurisdiction, that the preceding provision are inapplicable or enforceable for any reason or cause, then the Construction Manager shall be entitled to the sum of \$200 per day for each day it is actually delayed by the action of or neglect of the Owner or Architect-Engineer, or by changes in the Project, or by any other cause of delay which is attributable to the Owner and beyond the Construction Manager's control, avoidance or mitigation and without the fault or negligence of the Construction Manager and/or Subcontractor or supplier at any tier. This provision contemplates anticipated and actual loss caused by any delay and the difficulty in proving the loss. The sum set forth above, on a per diem basis, is the total amount recoverable from the Owner as full and final compensation for all delay damages, consequential damages, loss of profits and/or the like, plus

additional construction phase fees as determined by Article 8.1.2.

16.5 Mediation

Any claim arising out of or related to this Agreement, except those which are waived pursuant to the terms of this Agreement, shall, after initial determination by the Owner, in consultation with the Architect-Engineer, or 30 days after the submission of the claim to the Owner, be subject to mediation, in the County wherein the project is located, as a condition precedent to the institution of legal or equitable proceedings by either party.

ARTICLE 17 MISCELLANEOUS

17.1 Interest - Any monies not paid when due to the Construction Manager under this Agreement shall bear interest only as may be required by Section 215.422(3)(b), Florida Statutes (2004), which section provides for interest only on undisputed amounts for which payment has been authorized. In the event of any dispute relating to payments under this Agreement, except in the limited circumstances set forth above, interest shall be calculated based on the annual increase in the Consumer Price Index (CPI-U) as published by the United States Bureau of Labor Statistics for the calendar year first preceding the date on which the dispute arose.

17.2 Harmony - Construction Manager is advised and hereby agrees that it will exert every reasonable and diligent effort to assure that all labor employed by Construction Manager and its Subcontractors for work on the project shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of the project.

Construction Manager further agrees that this provision will be included in all subcontracts of the Subcontractors as well as the Construction Manager's own contract; provided, however, that this provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

17.3 Apprentices - If the Construction Manager employs apprentices on the project, the behavior of the Construction Manager and the Owner shall be governed by the provisions of Chapter 446, Florida Statutes, and by applicable standards and policies governing apprentice programs and agreements established by the Division of Labor of the State of Florida Department of Labor and Employment Security. The Construction Manager will include a provision similar to the foregoing sentence in each subcontract.

17.4 Current Funding Limitations - The Owner's current funding only allows for an expenditure of the Owner's Construction Budget. Any further services and/or construction requires additional funding and are only to be commenced upon receipt of a specific written authorization from the Owner.

17.5 Invoices - Invoices shall be submitted in detail sufficient for a proper preaudit and postaudit thereof. Invoices for any travel expenses shall be submitted in accordance with procedures specified in Section 112.061 of the Florida Statutes governing payments by the State for travel expenses.

17.6 Construction Manager's Project Records - The Construction Manager's Project Records shall be maintained as prescribed hereinabove for the minimum period required by Federal Law, and shall be made available to the Owner or its authorized representative at mutually convenient times.

17.7 Construction Manager's Payment Rights - Construction Managers providing goods and services to the Owner should be aware of the following time frames. Upon receipt, the Owner has thirty (30) days to inspect and approve the goods and services.

Pay Requests which have to be returned to a Construction Manager because of Construction Manager's preparation errors will result in a delay in the payment. The Pay Requests payment requirements do not start until a properly completed Pay Request is provided to the Owner.

17.8 Public Entity Crime Information Statement - "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Construction Manager, supplier, subcontractor,

or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

- 17.9 Unauthorized Aliens - The School District shall consider the employment by any Construction Manager of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement.
- 17.10 Electronic Mail Capabilities - The Construction Manager must have electronic mail capabilities through the World Wide Web. It is the intention of the Owner to use electronic communication for all projects whenever possible. The Construction Manager shall provide their electronic mail address and the name of a contact person responsible for their electronic communications.
- 17.11 Authority - Each person signing this Agreement on behalf of either party warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 17.12 Prohibition on Contingent Fees - Construction Manager warrants that Construction Manager has not employed or retained any company or person, other than a bona fide employee working solely for Construction Manager, to solicit or secure this Agreement and that Construction Manager has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Construction Manager, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. At the time this Agreement is executed, Construction Manager shall sign and deliver to the Owner the Truth-in-Negotiation Certificate attached hereto and made a part hereof as Exhibit "C." Construction Manager's compensation shall be adjusted to exclude any sums by which Owner determines that compensation was increased due to inaccurate, incomplete, or non-current wage rates or other factual unit costs.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

The School Board of Pinellas County, Florida

By: _____
Carol J. Cook, Chairperson

Attest: _____
Michael A. Grego, Ed.D., Superintendent

Approved as to form:

David Kaprielian
School Board Attorney

Cutler Associates, Inc.
8918 Brittany Way
Tampa, FL 33619

By: _____

Title: _____

print or type name

Attachment: Seminole High School CM AGREEMENT (3808 : Agreement with Allstate Construction/Seminole High School)

EXHIBIT A

CONSTRUCTION MANAGER'S PERSONNEL

OFF-SITE STAFF:

Individual:	Title:	Duration in Months	% of Time Available
<u>DURING DESIGN:</u>			
(Off-Site Individual 1) Keith Hendry	(Title) Sr. Project Mgr	3	2.5%
(Off-Site Individual 2) Paul Arnaldo	(Title) Preconstruction Mgr	3	10%
(Off-Site Individual 3) Ian Jones	(Title) Chief Estimator	3	10%
(Off-Site Individual 4) Brian Marconnet	(Title) Preconst Engineer	3	10%
(Off-Site Individual 5) Jerrod Thompson	(Title) Office Engineer	3	10%
(Off-Site Individual 6) Kelly Garrison	(Title) Admin Assistant	3	10%
<u>DURING CONSTRUCTION:</u>			
(Off-Site Individual 1) Keith Hendry	(Title) Sr. Project Mgr	7	10%
(Off-Site Individual 2) Janet Amerman	(Title) Project Admin	7	33%
(Off-Site Individual 3) Carolyn Cotilla	(Title) Project Account	8	5%
(Off-Site Individual 4)	(Title)		
(Off-Site Individual 5)	(Title)		

ON-SITE STAFF:

Individual:	Title:	Duration in Months	% of Time Available
<u>DURING DESIGN:</u>			
(On-Site Individual 1)	(Title)		
(On-Site Individual 2)	(Title)		
(On-Site Individual 3)	(Title)		
(On-Site Individual 4)	(Title)		
(On-Site Individual 5)	(Title)		
<u>DURING CONSTRUCTION:</u>			
(On-Site Individual 1) Bill Mussler	(Title) Project Mgr	7	67%
(On-Site Individual 2) Randy Stewart	(Title) Superintendent	7	100%
(On-Site Individual 3)	(Title)		
(On-Site Individual 4)	(Title)		
(On-Site Individual 5)	(Title)		

EXHIBIT B**Construction Manager's Labor Burden**

Social Security Tax	.0620
Medicare Tax	.0145
State Unemployment Tax	.0195
Federal Unemployment Tax	.0060
Total Fixed Burden	.1020
Workers Compensation	.0208
Health Insurance	.0714
Long-Term Disability	.0063
Corporate GL	.0310
Retirement / 401K	.0400
Vacation /Sick / Holiday	.0885
Total (not to exceed)	.3600

ADOPTED**REQUEST FOR APPROVAL (ID # 3809)**

January 29, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, Ed.D., SUPERINTENDENT

SUBJECT: Request Approval of Amendment No. 2 to Agreement With Renker Eich Parks Architects, Inc. for Additional Architectural Services to Remodel the Administration Office to Address the Safety and Security Needs of the Campus in the Amount of \$18,935 at Seminole High School, Project No. 9206

BACKGROUND:

On August 14, 2012, the board approved an Agreement with Renker Eich Parks Architects, Inc. to provide design and contract administration services in connection with renovations to selected heating, ventilation and air conditioning (HVAC), sanitary sewer, fire alarm, lighting, and roofing systems at Seminole High School in the amount of \$302,735.

On December 11, 2012, the board approved Amendment to Agreement No. 1 with the PA/E to provide additional civil engineering services for Buildings 27 and 29. The civil engineering consultant will provide design and administrative services for the replacement of storm drainage system for both buildings in the amount of \$5,400.

This amendment to agreement increases the scope of the project to remodel the administration office to provide a controlled access point for visitors. This controlled point of entry increases the safety and security of the campus.

STRATEGIC DIRECTION: Safe Learning Environment

ALTERNATIVES:

1. Approve Amendment No. 2 to Agreement.
2. Do not approve Amendment No. 2 to Agreement.

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

Approval of the amendment to agreement is necessary to obtain the desired additional services.

IMPACT STATEMENT:

Construction Cost (Construction Management Services)	\$1,350,000	
Construction Cost Sub-Total		\$1,350,000
Project Architect/Engineering Design Cost (PA/E)	\$302,735	
Amendment No. 1 to PAE Agreement	5,400	
Amendment No. 2 to PAE Agreement	18,935	
PA/E Sub-Total		\$327,070
Administrative and Planning Costs (Miscellaneous)	\$22,350	
Miscellaneous Sub-Total		\$22,350
Furniture, Equipment and Technology (FE & T)	\$0	
FE & T Sub-Total		\$0
Total Project Cost		\$1,699,420
The source of this funding is District Capital Outlay School Tax.		

DATA SOURCE:

David Koperski, School Board Attorney
Kevin Smith, Chief Financial Officer
Joe Maceda, Financial Reporting Analyst
Richard Gauvey, Senior Construction Coordinator
Paul Renker, Renker Eich Parks Architects, Inc.

SUBMITTED BY:

Michael Bessette, Associate Superintendent, Facilities, Operations, Safety and Security

/rj

ATTACHMENTS:

- Seminole HS PAE AMENDMENT 2(PDF)

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT, **Amendment No. 2**, made and entered into this **29th day of January, 2013**, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, hereinafter referred to as the "Board," and **Renker Eich Parks Architects, Inc.** hereinafter referred to as the "Project Architect/Engineer," or the PA/E:

WITNESSETH:

WHEREAS, on **August 14, 2012**, the Board and the PA/E entered into an Agreement ("Agreement") which provided for the PA/E to furnish architectural and engineering services for the design and preparation of contract documents and administrative services for the construction of **renovations to selected heating, ventilation and air conditioning (HVAC), sanitary sewer, lighting, fire alarm, and roofing systems for Seminole High School, Project No. 9206**, hereinafter referred to as the "Project;" and

WHEREAS, on **December 11, 2012** the Board approved Amendment to Agreement with the PA/E to provide **additional civil engineering services for the replacement of the storm drainage systems at Buildings 27 and 29.**

WHEREAS, it is stipulated in the Agreement that the parties can amend the Agreement; and

WHEREAS, the Board hereby accepts the Superintendent's recommendation to change the Scope of the Project by increasing the fee of the PA/E for services to be performed pursuant to this Amended Agreement;

NOW, THEREFORE, the Board and the PA/E agree, for the consideration hereinafter set forth, the PA/E shall provide all normal architectural and engineering services for the work described herein. This work shall include all supporting design and administrative services necessary to complement the overall design of the Project for the following scope items: **to remodel the Administration office to address the safety and security needs of the campus.**

The PA/E shall endeavor to furnish the services of this Amendment in a timely manner so the additional work can be completed with the balance of the project, and so the work of this Amendment may be bid at the same time as the rest of the project.

For this work the PA/E shall be paid a **total of \$18,935**, payable in accordance with the payment schedule for Basic Services in the original PA/E Agreement.

All terms and conditions of the original Agreement dated August 14, 2012, except as specifically modified herein, shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first written.

THE SCHOOL BOARD OF PINELLAS
COUNTY, FLORIDA

By: _____
Carol J. Cook, Chairperson

Attest: _____
Michael A. Grego, Ed.D.
Superintendent

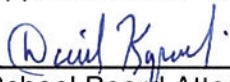
Renker Eich Parks Architects, Inc.
1609 Dr. Martin Luther King Jr. St. N.
St. Petersburg, FL 33704

By: _____

Title: _____

print or type name

Approved as to Form:


School Board Attorney

ADOPTED

REQUEST FOR APPROVAL (ID # 3810)

January 29, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, Ed.D., SUPERINTENDENT

SUBJECT: Request Approval of the Renewal of the Pinellas County Combined Mutual Aid Agreement Between the Law Enforcement Agencies and the Pinellas County School Board

BACKGROUND:

Through this agreement, members of the Pinellas County Schools Police Department will have the authority to take law enforcement actions in support of other jurisdictions when they view a crime in progress. This agreement provides for mutual assistance by other agencies upon request, and would also provide a School Resource Officer from a contracted municipal agency with full law enforcement powers when they travel on school sponsored events to a Pinellas County School or other school-leased venue. A copy of the agreement is attached.

STRATEGIC DIRECTION/GOAL: Safe Learning Environment

ALTERNATIVES:

1. Approve the renewal of the agreement beginning January 13, 2013 to January 31, 2017.
2. Do not approve the agreement.

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

This replaces the previous agreement which expired on January 13, 2013. The approval of this agreement is necessary to ensure continuity with the local law enforcement agencies.

IMPACT STATEMENT:

There is no cost to the district.

DATA SOURCE:

David Koperski, School Board Attorney
 Chief Tom Gavin, Schools Police

SUBMITTED BY:

Michael Bessette, Associate Superintendent, Operational Services

ATTACHMENTS:

- Combined Mutual Aid Agreement (PDF)

PINELLAS COUNTY COMBINED MUTUAL AID AGREEMENT

THIS AGREEMENT is made and entered into by and between the undersigned law enforcement agencies in Pinellas County, Florida, (agency) and the Sheriff of Pinellas County, Florida (hereinafter also referred to individually as a "cooperating agency"), and by and between the undersigned law enforcement agencies and the Pinellas County School Board, to address voluntary cooperation, emergency operational assistance, and traffic enforcement or crash investigation on contiguous ways.

WITNESSETH:

WHEREAS, Part I, Chapter 23 of the Florida Statutes, the "Florida Mutual Aid Act", authorizes law enforcement agencies to enter into agreements for voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines by and between such agencies, to such unlawful activities and to enter into an operational assistance agreement whereby each agency may request and render law enforcement assistance to the other law enforcement agencies during emergencies under s. 252.34, Florida Statutes; and

WHEREAS, the undersigned law enforcement agencies and sheriff recognize that an increasing number of criminals are operating across jurisdictional lines and that there is a need for a continuing multi-jurisdictional response to such unlawful activities; and

WHEREAS, the undersigned law enforcement agencies and sheriff desire to secure the benefits of such mutual aid for their respective jurisdictions; and

WHEREAS, the undersigned law enforcement agencies and sheriff recognize that there is a need for a continuing multi-jurisdictional response to persons who are involved in traffic accidents on or who are operating vehicles in violation of traffic laws on streets, roads, or other traveled ways, including the right-of-way thereof, that are adjacent to or that form the boundary between municipalities or between a municipality and an unincorporated portion of Pinellas County; and

WHEREAS, the undersigned law enforcement agencies and sheriff determine that it is in the best interest of the health, safety and welfare of the citizens of the municipalities and of the citizens of Pinellas County to enter into a Voluntary Cooperation Agreement and Operational Assistance Agreement; and

WHEREAS, §1006.12(2)(d), Florida Statutes, authorizes a district school board to enter into mutual aid agreements with one or more law enforcement agencies as provided in Chapter 23, Florida Statutes;

NOW, THEREFORE, in consideration of the mutual covenants expressed herein and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

I. Provisions for Voluntary Cooperation

Each of the undersigned law enforcement agencies hereby approve and enter into this Agreement authorizing each of the cooperating agencies to request law enforcement assistance from and to render law enforcement assistance to the other in dealing with any violations of Florida Statutes, to include, but not necessarily be limited to, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, Florida Statutes and backup services during patrol activities, and inter-agency task forces and/or joint investigations.

II. Routine Law Enforcement Matters

Any party to this agreement may request the voluntary assistance and cooperation of any other party to this agreement relating to routine law enforcement matters involving more than one jurisdiction.

III. In-Progress Crime Assistance

A. Whenever a law enforcement officer from one jurisdiction views a felony or a misdemeanor involving a breach of the peace occurring in the jurisdiction of another cooperating agency, the law enforcement officer may physically arrest the perpetrator and preserve the crime scene. The officer shall immediately notify the cooperating agency of the jurisdiction in which the incident occurred. Control of both the persons apprehended and the crime scene will be relinquished to the first available officer from the jurisdiction in which the incident occurred. If that jurisdiction advises that they decline to dispatch an officer to the scene, the officer on the scene shall complete the investigation, issue any and all necessary citations or notices to appear or effect an arrest, collect and preserve evidence, take custody of any contraband article as defined in Section 932.701(2), Florida Statutes, and/or take such action as is necessary and appropriate to protect the health and safety of the public as such may be appropriate to the particular circumstances. The jurisdiction taking law enforcement action shall, at the conclusion of the investigation, notify the jurisdiction in which the incident occurred of the law enforcement action taken. Whenever remaining at the scene

exposes either the officer or the subject to imminent physical danger, the subject and any physical evidence or contraband article may be transported or otherwise relocated in accordance with normal procedure.

- B. All fines shall accrue to the municipality or unincorporated area where the offense occurred. In order to facilitate the proper disposition of fines, each ticket written by municipal officers shall indicate the name of the city in which the infraction occurred or, if the incident occurred in the unincorporated area of the county, the ticket should note that clearly on the face thereof.

The proceeds of any forfeiture action arising out of any law enforcement described in above shall be shared equally between the agency taking the law enforcement action and the agency having original jurisdiction.

IV. Voluntary Investigation

On-duty officers from one jurisdiction may conduct investigations into criminal activity that occurs in their jurisdiction and make arrests related to those investigations in any of the undersigned jurisdictions. If enforcement action is anticipated, the location and nature of the investigation will be reported to the agency's on-duty communication liaison person of the jurisdiction where the suspect is located.

V. Traffic Control Assistance

Whenever a traffic accident involving suspected injuries of a serious nature is reported to the jurisdiction in which the accident occurred and that law enforcement agency is unable to provide the immediate response necessary to render aid to the injured or prevent further injury, a cooperating agency may be contacted for assistance. The cooperative effort shall be restricted to necessary first aid and traffic direction, except in those situations specified in Section VII of this Agreement.

VI. Hazardous Traffic Conditions Assistance

Where an automated traffic control device located in the jurisdiction of a cooperating agency has malfunctioned and such malfunction poses a hazard to vehicular or pedestrian traffic, an on-duty, uniformed, officer of another cooperating agency may immediately commence to divert or direct traffic or take such other action as is reasonably necessary to reduce the hazard to the traveling public. Such officer shall immediately

notify the agency in whose jurisdiction the device is located of the malfunction and the action being taken. Upon arrival of an officer from the agency with original jurisdiction, the cooperating officer shall relinquish control of the area.

VII. Traffic Accident Investigations and Enforcement of Traffic Laws on Contiguous Ways

- A. When a traffic accident occurs on a contiguous way, a uniformed, on-duty officer from the adjacent municipality may commence necessary first aid and traffic control. The officer on the scene shall contact the jurisdiction in which the accident occurred. If that jurisdiction declines to dispatch an officer to the scene, the officer on the scene shall proceed to work the accident, to issue any and all necessary citations, notices to appear or to effect arrests; collect and preserve evidence, take custody of any contraband article as defined in §932.701(2), Florida Statutes, and/or to take such action as is necessary and appropriate to protect the health and safety of the public as such may be appropriate to the particular circumstances. The jurisdiction taking law enforcement action shall, at the conclusion of the event, notify the jurisdiction in which the event occurred of the law enforcement action taken.
- B. When a uniformed, on-duty, officer of a participating agency observes a traffic infraction occurring on a contiguous way, such officer may take appropriate action to enforce the traffic laws of the state and issue any and all necessary citations, notices to appear or to effect arrests; collect and preserve evidence, take custody of any contraband article as defined in §932.701(2), Florida Statutes, and/or to take such action as is necessary and appropriate to protect the health and safety of the public as such may be appropriate to the particular circumstances. Such officer shall promptly notify the jurisdiction in which the violation occurred of the incident and the action taken.
- C. On-duty law enforcement officers of participating agencies enforcing traffic laws and conducting traffic accident investigations pursuant to this section shall be under the direction and authority of the commanding officers of their employing agency.
- D. All fines shall accrue to the municipality or unincorporated area where the offense occurred. In order to facilitate the proper disposition of fines, each ticket written by municipal officers shall indicate the name of the city in which the infraction occurred, or, if the incident occurred

in the unincorporated area of the county, the ticket should note that clearly on the face thereof.

- E. The proceeds of any forfeiture action arising out of any law enforcement action described in Paragraphs A and B above shall be shared equally between the agency taking the law enforcement action and the agency having original jurisdiction.
- F. "Contiguous way" in this section means those streets, roads, or other traveled ways, including the right-of-way thereof, that are adjacent to or that form the boundary between municipalities or between a municipality and an unincorporated portion of Pinellas County.
- G. The terms set out in this section shall constitute the procedures for requesting and for authorizing assistance. No formal request or authorization, except as set forth in this section, shall be necessary to implement the traffic accident investigations and enforcement of traffic laws on contiguous ways.

VIII. Inter-Agency Joint Task Forces

- A. Law enforcement officers assigned to joint task force operations pursuant to this Agreement may enforce all state laws while engaged in the joint task force operation and shall take enforcement action in accordance with law, including but not limited to, taking custody of any offender, evidence, or contraband article as defined in Section 932.701(2), Florida Statutes, and completing appropriate documentation.
- B. Law enforcement officers assigned to joint task force operations pursuant to this Agreement shall be under the supervision of those individuals specified in the joint-task force operational plan approved by the cooperating agencies participating in the joint task force.

IX. School Resource Officers

Any participating jurisdiction which has a contract with the School Board of Pinellas County (hereinafter referred to as "Board") to provide School Resource Officers (hereinafter referred to as "SRO") to schools within such jurisdiction may permit its SRO to accompany a school group, organization, or team to an authorized extracurricular function, event or activity held at another Pinellas school campus or leased venue, at the request of the Board or the principal of the school assigned to the SRO.

While so engaged, the SRO will have the same law enforcement authority as though on his or her home campus. Notwithstanding any other provisions in this Agreement, compensation for these services will be as outlined in the contract between the Board and the participating jurisdiction.

X. Marine Violations

Municipal law enforcement officers of cooperating agencies may enforce all state boating and marine fishery laws and county boating ordinances on the waterways of another cooperating agency as long as such violations occur on waterways contiguous to and in view of the jurisdiction of the officer's employing agency. In the case of a felony or a misdemeanor involving a breach of peace, control of the person(s) apprehended and the crime scene will be relinquished to the first available officer from the jurisdiction in which the incident occurs. Cases involving only a minor violation may be concluded at the scene by the issuance of a Boating Citation or Notice to Appear.

XI. Law Enforcement Emergencies

- A. Each of the cooperating agencies may request law enforcement assistance from and render law enforcement assistance to the other cooperating agencies in a law enforcement emergency, including but not limited to:
1. Civil affray and disobedience, disturbances, riots, large protest demonstrations or controversial trials.
 2. Any natural or man-made disaster.
 3. Incidents which require rescue operations and crowd and traffic control measures such as activities related to large-scale evacuations, aircraft and ship disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical and hazardous waste spills, and major electrical power failures.
 4. Terrorist activities including acts of sabotage.
 5. Escapes from and disturbances within any local or state detention facilities.
 6. Hostage and barricaded subject situations.

7. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, ordnance disposal, crisis management, and emergency response teams.
- B. A law enforcement emergency is any situation which exceeds the capability of the local agency to counteract effectively.
 - C. Upon request for assistance to the chief of police or his/her designee or the sheriff or his/her designee, the law enforcement personnel and equipment of the cooperating law enforcement agency shall be dispatched to the location within the specified request.
 - D. A request for assistance made under this Section shall specify the number of personnel and type and amount of equipment needed, the location to which the personnel and equipment are to respond and the official to whom they are to report. Nevertheless, the number of personnel and amount and type of equipment which are actually furnished shall be determined by the law enforcement agency to whom the request is made.
 - E. If requested, law enforcement officers rendering assistance shall assist in the transportation and processing of prisoners in situations involving mass arrests and, if necessary, in the operation of temporary detention facilities.
 - F. The cooperating agency's personnel and equipment shall be released by the requesting party when assistance is no longer needed or when such personnel and equipment are needed in the jurisdiction in which they normally furnish police protection. Should the need arise, the cooperating agency may, at any time, recall personnel and equipment to the jurisdiction in which they are normally employed.
 - G. Resources which may be available under this Section shall include, but are not limited to, personnel, marked or unmarked vehicles, 4-wheel drive vehicles, police patrol boats, K-9 units, aircraft, and national/state/county/city computer networks.
 - H. Law enforcement officers rendering assistance shall complete written reports as if they were performing their duties in the jurisdiction in which they are normally employed. Copies of these reports shall be furnished to the agency requesting assistance within a reasonable time. Additionally, officers rendering assistance shall prepare such reports as the agency requesting assistance may reasonably require.

XII. Terms and Procedures

- A. A cooperating agency will answer a specific request for voluntary cooperation or operational assistance only to the extent that the available personnel and equipment are not required for adequate protection of that agency. The commander of the agency, or the commander's designee, shall have the sole authority to determine the amount of personnel and equipment, if any, available to respond.
- B. A specific request for voluntary cooperation or operational assistance for law enforcement emergencies shall be made by the commander of the agency or the commander's designee.
- C. Voluntary cooperation can also be initiated, within the limitations as more fully stated above, by an officer who views an in-progress crime or a need for traffic control in another cooperating agency, or who views a traffic violation or traffic accident scene, or marine violation on a contiguous way. The supervising authority of that officer shall be notified immediately to enable a supervisor from the officer's agency to *authorize and direct actions taken by the officer*. An officer taking voluntary action should notify the communication liaison person in the assisted agency as soon as possible.
- D. Whenever the employees of any law enforcement agency are rendering aid outside its jurisdiction and pursuant to the authority contained in this Agreement, such employees shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the jurisdiction in which they are normally employed.
- E. Law enforcement officers or employees responding to a specific request for voluntary cooperation or operational assistance for law enforcement emergencies shall be under the direction and authority of the commanding officers of the agency to which they are called; otherwise the officers shall be under the direction and authority of the commanding officers of their own agency. However, no officer rendering assistance shall be required to perform any act which would violate standard operating procedures or supervisory guidelines in the jurisdiction in which they are normally employed.

- F. All pension, insurance, relief, disability, workers' compensation, salary, death and other benefits which apply to the activities of officers, agents and employees performing duties in the jurisdiction in which they are normally employed shall apply to the same manner, degree and extent while such officers, agents and employees are rendering assistance under this Agreement. Notwithstanding the above, nothing contained herein is intended to limit either party's right to reimbursement for eligible costs as permitted by law.
- G. Each agency shall be responsible for its own operational costs and expenses in providing assistance under this Agreement and bearing its own costs associated with any loss or damage incurred to such jurisdiction's property, equipment, or resources as a result of the use of such property during a voluntary cooperation or operational assistance situation. No financial charges shall be made by either party for assistance provided under this Agreement.
- H. Each party shall provide and carry liability insurance, workers' compensation insurance, self-insurance and other insurance necessary to assure that each party shall be protected and indemnified from any and all liabilities which may result by reason of activities which are the subject of this Agreement. Liability insurance shall be maintained in an amount not less than \$200,000 per person and \$300,000 per occurrence. Each party shall furnish satisfactory proof of insurance to the other party. "Insurance" may be procured either privately or pursuant to an approval self-insurance risk-financing program. Should any insurance policy or self-insurance program expire, be cancelled or undergo material change, the insured party shall, 30 days before such expiration, cancellation, or change, mail notice of the same to the other party.
- I. Nothing herein shall be deemed to transfer any legal or equitable ownership of any equipment utilized pursuant to this Agreement from one cooperating agency to the other. Further, nothing herein shall be deemed to confer any agency or employer/employee relationship or status upon the personnel of the cooperating agency while providing assistance to the cooperating agency under this Agreement.
- J. A cooperating agency shall not be required to respond to a request for assistance if, in the opinion of the cooperating agency, providing the assistance would interfere with or jeopardize the police protection and safety of the citizens or property within the jurisdiction normally served by that cooperating agency, or if the requested assistance is otherwise unavailable.

- K. Nothing in this Agreement is intended to be, nor shall it be construed to be, a relinquishment or transfer, expressly or by implication, of any of the powers or functions of the cooperating agency.
- L. In no event shall this Agreement confer upon any person, corporation, or entity, whether private or government, the right to damages against the cooperating agency for any acts, omissions or conduct, except as expressly provided in this Agreement.
- M. Each party to this Agreement shall bear all court costs, defense costs, and liability for its own law enforcement officers, agents and/or employees for acts undertaken pursuant to this Agreement unless such act was ordered by the commanding officer of the assisted agency; but if such act was not ordered by the commanding officer of the assisted agency, each agrees, to the extent permitted by law, to indemnify and hold the other harmless of and from any claims, lawsuits and/or causes of action arising out of the acts, omissions and conduct of its own officers, agents and/or employees. In the event that an act or acts undertaken pursuant to this Agreement is ordered by the commanding officer directing the voluntary cooperation or operational assistance situation, any defense or court costs and liability that might arise shall be the responsibility of the agency employing the commanding officer. However, nothing contained herein shall be construed to waive or modify the provisions of F.S. 768.28 or the doctrine of sovereign immunity as to any party hereto.
- N. This agreement shall be binding upon the parties from the date of execution by a party hereto and shall continue in full force and effect until terminated as provided herein below.
- O. This agreement shall be binding upon the parties from the date of execution and shall continue in full force and effect until January 31, 2017. However, any party hereto may withdraw or cancel such party's participation pursuant to this agreement without liability to any other parties hereto by providing written notice of such withdrawal no less than ten (10) days prior thereto. However, the withdrawal from or cancellation of this agreement shall be effective only as to that party and this agreement shall remain in full force and effect as to those remaining parties hereto who have provided no written notice or cancellation or withdrawal.

- P. This Agreement reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing signed by all of the parties hereto.

XIII. Severability

If any provision of this Agreement shall be declared invalid for any reason, such invalidity shall not affect any of the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto cause their signatures to be affixed:

REMAINING PAGE BLANK

In acknowledgment and execution of the PINELLAS COUNTY COMBINED MUTUAL AID AGREEMENT, pages one through eleven inclusive, I hereby set my hand and seal:

PINELLAS COUNTY SHERIFF'S OFFICE

BOB GUALTIERI, Sheriff

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, this ____ day of _____, 2013, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared BOB GUALTIERI, Sheriff of Pinellas County, Florida, who is personally known to me and who acknowledged he executed the foregoing Agreement.

Signature

Type, Stamp, Print Name

Notary Public
Title

My commission expires:

Serial No.

PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT -1/13

Attachment: Combined Mutual Aid Agreement (3810 : Renewal of Combined Mutual Aid Agree. W/ Law Enforcement Ag.)

In acknowledgment and execution of the PINELLAS COUNTY COMBINED MUTUAL AID AGREEMENT, pages one through eleven inclusive, as authorized by _____, we hereby set our hand and seal.

ATTEST:

TOWN OF BELLEAIR

CITY CLERK

By _____
Mayor

APPROVED AS TO FORM

By _____
City Manager

City Attorney

By _____
Law Enforcement Agency Head

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, this _____ day of _____, 2013, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared the above officials of the Town of Belleair, a municipal corporation of Florida, who are known by me or who produced _____ as identification, and who acknowledged they executed the foregoing Agreement as the proper officials of the Town of Belleair, and the same is the act and deed of that City.

Signature

Notary Public
Title

Type, Stamp, Print Name

Commission No.

My commission expires:

PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT – 1/13

In acknowledgment and execution of the PINELLAS COUNTY COMBINED MUTUAL AID AGREEMENT, pages one through eleven inclusive, we hereby set our hand and seal.

ATTEST:

CITY OF CLEARWATER

CITY CLERK

By _____
Mayor

APPROVED AS TO FORM

By _____
City Manager

City Attorney

By _____
Law Enforcement Agency Head

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, this _____ day of _____, 2013, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared the above officials of the City of Clearwater, a municipal corporation of Florida, who are known by me or who produced _____ as identification, and who acknowledged they executed the foregoing Agreement as the proper officials of the City of Clearwater, and the same is the act and deed of that City.

Signature

Notary Public
Title

Type, Stamp, Print Name

Commission No.

My commission expires:

PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT - 1/13

Attachment: Combined Mutual Aid Agreement (3810 : Renewal of Combined Mutual Aid Agree. W/ Law Enforcement Ag.)

In acknowledgment and execution of the PINELLAS COUNTY COMBINED MUTUAL AID AGREEMENT, pages one through eleven inclusive, as authorized by _____, we hereby set our hand and seal.

ATTEST:

CITY OF GULFPORT

CITY CLERK

By _____
City Manager

APPROVED AS TO FORM

City Attorney

By _____
Law Enforcement Agency Head

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, this _____ day of _____, 2013, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared the above officials of the City of Gulfport, a municipal corporation of Florida, who are known by me or who produced _____ as identification, and who acknowledged they executed the foregoing Agreement as the proper officials of the City of Gulfport, and the same is the act and deed of that City.

Signature

Notary Public
Title

Type, Stamp, Print Name

Commission No.

My commission expires:

PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT - 1/13

In acknowledgment and execution of the PINELLAS COUNTY COMBINED MUTUAL AID AGREEMENT, pages one through eleven inclusive, as authorized by _____, we hereby set our hand and seal.

ATTEST:

TOWN OF INDIAN SHORES

CITY CLERK

By _____
Mayor

APPROVED AS TO FORM

By _____
City Manager

City Attorney

By _____
Law Enforcement Agency Head

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, this _____ day of _____, 2013, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared the above officials of the Town of Indian Shores, a municipal corporation of Florida, who are known by me or who produced _____ as identification, and who acknowledged they executed the foregoing Agreement as the proper officials of the Town of Indian Shores, and the same is the act and deed of that City.

Signature

Notary Public
Title

Type, Stamp, Print Name

Commission No.

My commission expires:

PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT - 1/13

Attachment: Combined Mutual Aid Agreement (3810 : Renewal of Combined Mutual Aid Agree. W/ Law Enforcement Ag.)

In acknowledgment and execution of the PINELLAS COUNTY COMBINED MUTUAL AID AGREEMENT, pages one through eleven inclusive, as authorized by _____, we hereby set our hand and seal.

ATTEST:

TOWN OF KENNETH CITY

CITY CLERK

By _____
Mayor

APPROVED AS TO FORM

By _____
City Manager

City Attorney

By _____
Law Enforcement Agency Head

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, this _____ day of _____, 2013, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared the above officials of the Town of Kenneth City, a municipal corporation of Florida, who are known by me or who produced _____ as identification, and who acknowledged they executed the foregoing Agreement as the proper officials of the Town of Kenneth City, and the same is the act and deed of that City.

Signature

Notary Public
Title

Type, Stamp, Print Name

Commission No.

My commission expires:

PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT - 1/13

Attachment: Combined Mutual Aid Agreement (3810 : Renewal of Combined Mutual Aid Agree. W/ Law Enforcement Ag.)

In acknowledgment and execution of the PINELLAS COUNTY COMBINED MUTUAL AID AGREEMENT, pages one through eleven inclusive, as authorized by _____, we hereby set our hand and seal.

ATTEST:

CITY OF LARGO

CITY CLERK

By _____
Mayor

APPROVED AS TO FORM

By _____
City Manager

City Attorney

By _____
Law Enforcement Agency Head

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, this ____ day of _____, 2013, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared the above officials of the City of Largo, a municipal corporation of Florida, who are known by me or who produced _____ as identification, and who acknowledged they executed the foregoing Agreement as the proper officials of the City of Largo, and the same is the act and deed of that City.

Signature

Notary Public
Title

Type, Stamp, Print Name

Commission No.

My commission expires:

PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT - 1/13

In acknowledgment and execution of the PINELLAS COUNTY COMBINED MUTUAL AID AGREEMENT, pages one through eleven inclusive, as authorized by _____, we hereby set our hand and seal.

ATTEST:

CITY OF PINELLAS PARK

CITY CLERK

By _____
Mayor

APPROVED AS TO FORM

By _____
City Manager

City Attorney

By _____
Law Enforcement Agency Head

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, this _____ day of _____, 2013, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared the above officials of the City of Pinellas Park, a municipal corporation of Florida, who are known by me or who produced _____ as identification, and who acknowledged they executed the foregoing Agreement as the proper officials of the City of Pinellas Park, and the same is the act and deed of that City.

Signature

Notary Public
Title

Type, Stamp, Print Name

Commission No.

My commission expires:

PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT - 1/13

Attachment: Combined Mutual Aid Agreement (3810 : Renewal of Combined Mutual Aid Agree. W/ Law Enforcement Ag.)

In acknowledgment and execution of the PINELLAS COUNTY COMBINED MUTUAL AID AGREEMENT, pages one through eleven inclusive, as authorized by _____, we hereby set our hand and seal.

ATTEST:

CITY OF ST. PETERSBURG

CITY CLERK

By _____
Mayor

APPROVED AS TO FORM

By _____
City Manager

City Attorney

By _____
Law Enforcement Agency Head

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, this _____ day of _____, 2013, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared the above officials of the City of St. Petersburg, a municipal corporation of Florida, who are known by me or who produced _____ as identification, and who acknowledged they executed the foregoing Agreement as the proper officials of the City of St. Petersburg, and the same is the act and deed of that City.

Signature

Notary Public
Title

Type, Stamp, Print Name

Commission No.

PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT - 1/13

In acknowledgment and execution of the PINELLAS COUNTY COMBINED MUTUAL AID AGREEMENT, pages one through eleven inclusive, as authorized by _____, we hereby set our hand and seal.

ATTEST:

CITY OF TARPON SPRINGS

CITY CLERK

By _____
Mayor

APPROVED AS TO FORM

By _____
City Manager

City Attorney

By _____
Law Enforcement Agency Head

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, this _____ day of _____, 2013, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared the above officials of the City of Tarpon Springs, a municipal corporation of Florida, who are known by me or who produced _____ as identification, and who acknowledged they executed the foregoing Agreement as the proper officials of the City of Tarpon Springs, and the same is the act and deed of that City.

Signature

Notary Public
Title

Type, Stamp, Print Name

Commission No.

PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT - 1/13

In acknowledgment and execution of the PINELLAS COUNTY COMBINED MUTUAL AID AGREEMENT, pages one through eleven inclusive, as authorized by _____, we hereby set our hand and seal.

ATTEST:

CITY OF TREASURE ISLAND

CITY CLERK

By _____
Mayor

APPROVED AS TO FORM

By _____
City Manager

City Attorney

By _____
Law Enforcement Agency Head

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, this _____ day of _____, 2013, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared the above officials of the City of Treasure Island, a municipal corporation of Florida, who are known by me or who produced _____ as identification, and who acknowledged they executed the foregoing Agreement as the proper officials of the City of Treasure Island, and the same is the act and deed of that City.

Signature

Notary Public
Title

Type, Stamp, Print Name

Commission No.

PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT - 1/13

In acknowledgment and execution of the PINELLAS COUNTY COMBINED MUTUAL AID AGREEMENT, pages one through eleven inclusive, we hereby set our hand and seal.

UNIVERSITY OF SOUTH FLORIDA
ST. PETERSBURG

UNIVERSITY OF SOUTH FLORIDA
ST. PETERSBURG

Regional Chancellor
Pursuant to Section 23.1225(1)(b)
Florida Statutes

Chief
University of South Florida St.
Petersburg Police Department
Pursuant to Section 23.1225(1)(b)
Florida Statutes

STATE OF FLORIDA
COUNTY OF PINELLAS

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, this ____ day of January
2013, personally appeared _____
_____, Regional
Chancellor of the University of South
Florida St Petersburg, who is personally
known to me and who acknowledged
he/she executed the foregoing Agreement.

BEFORE ME, this ____ day of
January 2013, personally appeared
_____, Chief of
Police, University of South Florida
St. Petersburg, who is personally known
to me and who acknowledged he/she
executed the foregoing Agreement.

Signature

Signature

Sign, Print, Stamp Name

Sign, Print, Stamp Name

Notary Public
Title

Notary Public
Title

Serial No.

Serial No.

My commission expires:

My commission expires:

PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT - 1/13

Attachment: Combined Mutual Aid Agreement (3810 : Renewal of Combined Mutual Aid Agree. W/ Law Enforcement Ag.)

In acknowledgment and execution of the PINELLAS COUNTY COMBINED MUTUAL AID AGREEMENT, pages one through eleven inclusive, we hereby set our hand and seal.

ATTEST:

SCHOOL BOARD OF PINELLAS COUNTY,
FLORIDA

Ex-Officio Secretary

By _____
Chairperson

APPROVED AS TO FORM

By _____
Law Enforcement Agency Head

David Kaprielian
School Board Attorney

By _____

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, this _____ day of _____, 2013, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared the above officials of the School Board of Pinellas County, Florida, who are known by me or who produced _____ as identification, and who acknowledged they executed the foregoing Agreement as the proper officials of the School Board of Pinellas County, and the same is the act and deed of that Board.

Signature

Notary Public
Title

Type, Stamp, Print Name

Commission No.

PINELLAS COUNTY COMBINED
MUTUAL AID AGREEMENT - 1/13

Attachment: Combined Mutual Aid Agreement (3810 : Renewal of Combined Mutual Aid Agree. W/ Law Enforcement Ag.)

ADOPTED

REQUEST FOR APPROVAL (ID # 3801)

Request Approval of Bids to Vendors at Prices in Bid Documents in Accordance with Bid Policies and Statutes

ATTACHMENTS:

- Bids 1-29-13 (PDF)

PURCHASING AGENDA SUMMARY

January 29, 2013

(School Board Meeting Date)

Key to Bid Categories: **CAN** = Bid Cancellation, **CB** = Co-op Bid, **CT** = Contract Termination, **DN** = Direct Negotiation, **ER** = Emergency Ratification, **EX** = Bid Extension, **HPS** = Highest Point Score, **LRB** = Lowest Responsive Bid, **PB** = Piggy-Back Bid, **PS** = Professional Services, **RA** = Revised Award, **RB** = Re-Award Bid, **REJ** = Bid Rejection, **RFP** = Request for Proposal, **RN** = Bid Renewal, **SC** = State Contract, **SP** = Sale of Property, **SS** = Sole Source

<i>BID NUMBER</i>	<i>BID TITLE</i>	<i>BID CAT.</i>	<i>BID TERM</i>	<i>DESTINATION / REQUESTER</i>	<i>*FUND/ CC</i>	<i>**PROJECT /SUBPROJ</i>	<i>RECOMMENDED VENDOR</i>	<i>TOTAL \$ by VENDOR</i>	<i>TOTAL \$ of BID</i>	<i>COMMENTS</i>
13-405-109	Fuels: Gasoline & Diesel	LRB	1 yr	Warehouse Dept. Joe Zihala	0100/5800		J.H. Williams Oil Company Petroleum Traders Corporation	Various	6,550,000.00 (maximum estimate)	
13-880-105	Audio Visual & Video Equipment/ Materials	LRB	1 yr.	County Wide Corrine McManning	Various	Various	Audio Visual Innovations B & H Photo Video Inc. BES Industries Inc. Business Stationers Camcor Inc. CCS Presentation System LexJet Corporation Pyramid School Products School Specialty, Inc. Smiley's Audio- Visual Inc. Troxell Communications Inc. Visual Concept Multimedia, Inc. Washington Professional Systems, Inc. W.B. Hunt Co, Inc.	Various	2,000,000.00 (maximum estimate)	

*Key to Fund Sources:

00: General Operating 0150: Workforce Development 03XX: Capital 0410: Food Service 0420: Contracted Programs 043X: ARRA Stimulus

Key to Categorical Sources:

XX: Referendum Funds

913agensum.doc)

Attachment: Bids 1-29-13 (3801 : Bids)

PURCHASING AGENDA SUMMARY

January 29, 2013

(School Board Meeting Date)

Key to Bid Categories: **CAN** = Bid Cancellation, **CB** = Co-op Bid, **CT** = Contract Termination, **DN** = Direct Negotiation, **ER** = Emergency Ratification, **EX** = Bid Extension, **HPS** = Highest Point Score, **LRB** = Lowest Responsive Bid, **PB** = Piggy-Back Bid, **PS** = Professional Services, **RA** = Revised Award, **RB** = Re-Award Bid, **REJ** = Bid Rejection, **RFP** = Request for Proposal, **RN** = Bid Renewal, **SC** = State Contract, **SP** = Sale of Property, **SS** = Sole Source

<i>BID NUMBER</i>	<i>BID TITLE</i>	<i>BID CAT.</i>	<i>BID TERM</i>	<i>DESTINATION / REQUESTER</i>	<i>*FUND/ CC</i>	<i>**PROJECT /SUBPROJ</i>	<i>RECOMMENDED VENDOR</i>	<i>TOTAL \$ by VENDOR</i>	<i>TOTAL \$ of BID</i>	<i>COMMENTS</i>
13-070-113	Food Delivery Vehicles	LRB	N/A	Food Service Dept. Art Dunham	0410/5470	9502	Bartow Ford Company	205,628.00	205,628.00	
13-015-147-PB	Multifunctional Devices, Copying Equipment, Service & Supplies	PB	1 yr.	County Wide Brian Chepren	Various	Various	Ricoh Business Solutions, Inc.	1,000,000.00	1,000,000.00 (maximum estimate)	<i>Rationale:</i> Piggy-backing School Board of Miami-Dade Public Schools Bid 033-KK11. This contract is for the lease portion of the Multi function devices as well as the Managed Document Service portion of the program which is is an optional program for all cost centers.

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913agensum.doc)

Attachment: Bids 1-29-13 (3801 : Bids)

PURCHASING AGENDA SUMMARY

January 29, 2013

(School Board Meeting Date)

Key to Bid Categories: **CAN** = Bid Cancellation, **CB** = Co-op Bid, **CT** = Contract Termination, **DN** = Direct Negotiation, **ER** = Emergency Ratification, **EX** = Bid Extension, **HPS** = Highest Point Score, **LRB** = Lowest Responsive Bid, **PB** = Piggy-Back Bid, **PS** = Professional Services, **RA** = Revised Award, **RB** = Re-Award Bid, **REJ** = Bid Rejection, **RFP** = Request for Proposal, **RN** = Bid Renewal, **SC** = State Contract, **SP** = Sale of Property, **SS** = Sole Source

<i>BID NUMBER</i>	<i>BID TITLE</i>	<i>BID CAT.</i>	<i>BID TERM</i>	<i>DESTINATION / REQUESTER</i>	<i>*FUND/ CC</i>	<i>**PROJECT /SUBPROJ</i>	<i>RECOMMENDED VENDOR</i>	<i>TOTAL \$ by VENDOR</i>	<i>TOTAL \$ of BID</i>	<i>COMMENTS</i>
13-670-020-RB	Plumbing Supplies	RB	1 yr	Maintenance Dept. Mike Hewett	0100/5370		Ferguson Enterprises Hughes Supply Interline Brands, Inc. dba Amsan	N/A	N/A	<i>Rationale:</i> Original contract was board approved on November 13, 2012. Categories 4, 5, 6, 12, 15, 16, 17, 18, and 19 are being re-awarded due to errors in recommendation.
13-968-140-SS	Sole Source Maintenance, & Repair Agreement for Intrusion Alarm & Card Access Systems	SS	1yr.	County Wide Mike Hewett	Various	Various	Stanley Convergent Security Solutions, Inc.	130,000.00	130,000.00	<i>Rationale:</i> This vendor is the proprietary vendor for the equipment and services which integrate with the central alarm monitoring system located in the Pinellas County Schools Police Dept.

*Key to Fund Sources:

00: General Operating 0150: Workforce Development 03XX: Capital 0410: Food Service 0420: Contracted Programs 043X: ARRA Stimulus

Key to Categorical Sources:

XX: Referendum Funds

2913agensum.doc)

Attachment: Bids 1-29-13 (3801 : Bids)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

10.16.a

School Board Meeting of: January 29, 2013**Bid No:** 13-405-109**Bid Title:** Fuels: Gasoline & Diesel**Original Bid No:** N/A

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- ☒ Lowest Responsive Bid
 ☐ Request for Proposal
 ☐ Reject Bids
 ☐ Piggy-Back Bid per 6A-1.012 (6)
 ☐ Sale of Property
☐ Revised Award *
 ☐ Highest Point Score
 ☐ Re-Award (partial/whole) *
 ☐ State Contract per 6A-1.012 (5)
☐ Renewal of Contract
 ☐ Contract/Bid Termination *
 ☐ Contract Extension * Term: _____
 ☐ Co-Op Bid
☐ Professional Services per FS 287.055
 ☐ Direct Negotiation per 6A-1.012 (14)
 ☐ Emergency Ratification *

Contract Period: 2/10/13 thru 2/9/14☐ N/A - One Time Purchase**Contract Value:** \$ 6,550,000.00

Contract Type:
☒ Estimated Dollar Amount
☐ Firm, Fixed Dollar Amount
☐ Firm, Fixed Unit Prices
☒ Firm, Fixed Fees or Discounts

Renewal Options:	No. of Terms Remaining	☐ Length of Each Term	☒ Length of Each Term	☐ None
	2	6-months	1 - year	

*** Rationale/Reason**☐ Reason for Submittal to Board Under Separate Cover:
 Bidders Solicited: 14
 Bids Received: 4
 Late Bids: 0
 Rejected Bids: 0
☐ N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB
Title: Director, Purchasing Department
For: Warehouse Department
Requested By: Joe Zihala
Title: Warehouse Coordinator
Buyer: Nick Sparta**Recommended award by vendor as follows: (see attached)**

Provide and deliver **Gasoline and Diesel** fuels on an as needed basis county wide, at a fixed fee above the OPIS daily rack average, Tampa Pad 1 Terminal cost per gallon for these fuel commodities. A Tank wagon load is approximately 300-4,000 gallons. A Transport load is approximately 7,000-7,500 gallons.

Note: This is a jointly awarded bid to two suppliers as per the fixed fee pricing listed below.

In the event that neither of the awarded suppliers is not able to provide fuel when needed and in the amounts requested, the Pinellas School District reserves the right to purchase fuel from an alternate supplier.

J.H. WILLIAMS OIL COMPANY (V-20996)

VENDOR #	LOAD TYPE	FIXED FEE/GAL.	FIXED FEE/GAL.	FIXED FEE/GAL.	FIXED FEE/GAL.
		87 OCTANE GASOLINE 10% ETHANOL BLEND	89 OCTANE GASOLINE 10% ETHANOL BLEND	NO. 2 ULTRA LOW-SULFUR DIESEL (UNDYED)	NO. 2 ULTRA LOW-SULFUR DIESEL (RED DYED)
V-20996	TANK WAGON: (OPIS)	\$0.0950	\$0.0950	\$0.0950	\$0.0950
V-20996	TRANSPORT: (OPIS)	\$0.0170	\$0.0170	\$0.0170	\$0.0170

PETROLEUM TRADERS CORPORATION (V-9596)

VENDOR #	LOAD TYPE	FIXED FEE/GAL.	FIXED FEE/GAL.	FIXED FEE/GAL.	FIXED FEE/GAL.
		87 OCTANE GASOLINE 10% ETHANOL BLEND	89 OCTANE GASOLINE 10% ETHANOL BLEND	NO. 2 ULTRA LOW-SULFUR DIESEL (UNDYED)	NO. 2 ULTRA LOW-SULFUR DIESEL (RED DYED)
V-9596	TANK WAGON: (OPIS)	\$0.1050	\$0.1050	\$0.1050	\$0.1050
V-9596	TRANSPORT: (OPIS)	\$0.0150	\$0.0024	\$0.0124	\$0.0193

PURCHASING AGENDA ITEM**10.16.a**

School Board of Pinellas County, Florida

School Board Meeting of: January 29, 2013**Bid No:** 13-880-105**Bid Title:** Audio Visual & Video Equipment /
Materials**Original Bid No:** N/A

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- ☒ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☐ Highest Point Score ☐ Re-Award (partial/whole) * ☐ State Contract per 6A-1.012 (5)
☐ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension * Term: _____ ☐ Co-Op Bid
☐ Professional Services per FS 287.055 ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 1/26/13 thru 1/25/14☐ N/A - One Time Purchase**Contract Value:** \$ 2,000,000.00

Contract Type: ☒ Estimated ☐ Firm, Fixed ☐ Firm, Fixed ☐ Firm, Fixed
 Dollar Amount Dollar Amount Unit Prices Fees or Discounts

Renewal Options:	No. of Terms Remaining	☐ Length of Each Term	☒ Length of Each Term	☐ None
	2	6-months	1 - year	

*** Rationale/Reason**

☐ Reason for Submittal to Board Under Separate Cover:

Bidders Solicited: 357 Bids Received: 22 Late Bids: Rejected Bids: 2 ☐ N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB
Title: Director, Purchasing Department

For: County Wide

Requested By: Corinne McManning
Title: ITV Broadcast Maintenance Specialist

Buyer: Jaime Haney**Recommended award by vendor as follows: (see attached)**

Item No.	Item Description	Brand & Model Bid	TERMS Item. No	Unit Price or Discount	Recommended Vendor/TERMS #
1	Audio Mixer	Mackie Model #1402VLZ3	88004134	329.49	BES Industries, Inc. V-24587
2	Audio Snake	Hosa Model #SH-8X0-50	88004127	79.00	B & H Photo Video Inc. V-5204
3	Camcorder, Economy	Canon Model 5978B001	88004171	237.85	W B Hunt Co, Inc V - 30972
4	Additional. battery for item 3	Lenmar Model LIZ347C	88004069	40.25	W B Hunt Co, Inc V - 30972
5	Camcorder, Pocket Size	Kodak Model 1191857	88004133	87.00	B & H Photo Video Inc. V-5204
6	Camcorder, Pro Consumer	Panasonic Model #AG-AC7	88006001	1,168.08	CCS Presentation Systems V-22116
7	Additional. battery for item 6	Lenmar #LIZ305P	88006002	63.25	W B Hunt Co, Inc V - 30972
8	Camcorder, Professional	Panasonic Model AG-HMC150	88004170	2,742.17	CCS Presentation Systems V-22116
9	Additional. battery for item 8	Lenmar Model #LIZ307P	88004070	91.95	W B Hunt Co, Inc V - 30972
10	Camera, Digital, Presenter Class Room Style	Video Fox Model DV550S	88004150	425.00	Smiley's Audio Visual, Inc. V-16210
11	Camera, Digital Presenter, Gooseneck Portable	ELMO Model #TT-12	88004152	527.00	Smiley's Audio Visual, Inc. V-16210
12	Digital Presenter, Compact Portable	Elmo Model MO-1	8800XXXX	311.00	Smiley's Audio Visual, Inc. V-16210
13	Cart, Presentation, w/ Locking, Cabinet	H. Wilson WPS5BCE	88004057	349.75	BES Industries, Inc. V-24587
14	Cart, Presentation	Bretford Model TC15FCSA-BK	88004076	726.99	School Specialty, Inc. V- 1987
15	CD/cassette boom box, Portable	Califone Model 2395AV-02	88004105	110.00	Smiley's Audio Visual, Inc. V-16210

Item No.	Item Description	Brand & Model Bid	TERMS Item. No	Unit Price or Discount	Recommended Vendor/TERMS #
16	Boom Box, CD, iPod/Player	JVC Model RVNB70B	8800XXXX	243.00	B & H Photo Video Inc. V-5204
17	Headphone, Stereo	Califone Model 3068AV	88043241	6.00	Smiley's Audio Visual, Inc. V-16210
18	Headphone, Stereo, Mini Plug	Hamilton Model MS-2LV	88043243	4.81	Camcor, Inc. V-21366
19	Stereo Headset, w/mic	Cyber Acoustics AC-400MV	88006090	7.75	W B Hunt Co, Inc V - 30972
20	Stereo USB Headset, w/mic	AVID Model #AE-981	88005006	19.99	BES Industries, Inc. V-24587
21	Jack Box	AVID Model #8KP63M	88043242	8.99	BES Industries, Inc. V-24587
22	Laminator, Roll Type, 27"	GBC Model #Ultima 65	88004036		Rejected. All bids nonresponsive.
23	Cart, Laminator	GBC Model 1154314	88004038	536.28	LexJet Corporation V-30971
24	Laminating Film, 18"	GBC Naplam Model #3000003	88043324	17.87	Visual Concept Multimedia, Inc V- 22043
25	Laminating Film, 25"	GBC Naplam Model #3000004	88043325	20.87	Visual Concept Multimedia, Inc V- 22043
26	Laminating Film, 27"	GBC Naplam Model 3126061	88043326	23.44	Visual Concept Multimedia, Inc V- 22043
27	Light Fixture, Studio	KW/2 Model #MSL-7	88004146	416.90	W B Hunt Co, Inc V - 30972
28	Light Fixture, Honey Comb for #28	KW/2 Model 1SL-45HC-GFC	8800XXXX	105.60	W B Hunt Co, Inc V - 30972
29	Light Fixture, Studio	KW/2 Model #MSL155	88004145	518.10	W B Hunt Co, Inc V - 30972
30	Light Fixture, Honey Comb for #29	Lowel Model #MSL1-45HC-GFC	8800XXXX	89.10	W B Hunt Co, Inc V - 30972

Item No.	Item Description	Brand & Model Bid	TERMS Item. No	Unit Price or Discount	Recommended Vendor/TERMS #
31	Light Fixture, Studio	Lowel Model #LSL255	88004156	534.60	W B Hunt Co, Inc V - 30972
32	Light Fixture, Honey Comb for #31	Lowel Model #MSL2-45HC-GFC	8800XXXX	105.60	W B Hunt Co, Inc V - 30972
33	Mount, Scissor	Lowel Model #CM-20	88004148	22.35	W B Hunt Co, Inc V - 30972
34	Safety Cable	Lowel Model #CM50	88004143	19.50	W B Hunt Co, Inc V - 30972
35	Lighting Stud	American Grip Model #ME120	8800XXXX	17.90	W B Hunt Co, Inc V - 30972
36	Light, On-Camera	Litepanels Model MICROLED	88006067	185.10	W B Hunt Co, Inc V - 30972
37	Microphone, Shotgun	Azden Model SGM-1X	88004168	149.99	B & H Photo Video Inc. V-5204
38	Microphone, handheld	Shure Model PG48-QTR	88004129	30.00	B & H Photo Video Inc. V-5204
39	Microphone, vocal	Shure Model SM58S	88004042	84.00	B & H Photo Video Inc. V-5204
40	Microphone, Lavalier	Shure Model MX183	88006007	135.00	B & H Photo Video Inc. V-5204
41	Microphone System, Handheld, Wireless	Shure Model PGX24/58-H6	88004137	244.00	B & H Photo Video Inc. V-5204
42	Microphone System, Lavalier, Wireless	Shure Model PGX14/93-H6	88004138	265.00	B & H Photo Video Inc. V-5204
43	Microphone Stand, Desk Mount, General Purpose	On-Stage Model DS7100B	88006008	8.00	Washington Professional Systems , Inc. V-18594
44	Microphone Stand, Floor, Adjustable, General Purpose	On-Stage Model MS7201B	88006009	17.00	Washington Professional Systems, Inc. V-18594
45	PA System, Stereo, 250 watt	Fendor Model Passport 300 Pro	88004065	505.00	Washington Professional Systems V-18594

Item No.	Item Description	Brand & Model Bid	TERMS Item. No	Unit Price or Discount	Recommended Vendor/TERMS #
46	PA Speaker Stands, 1 pair	Fendor Model ST-275	88004067	88.00	Washington Professional Systems, Inc.V-18594
47	Sound System, Portable	Front Row to Go Model 925SYS216	8800XXXX	716.00	Smiley's Audio Visual, Inc. V-16210
48	Student Pass Microphone	FrontRow Model 925H216	8800XXXX	141.00	Smiley's Audio Visual, Inc. V-16210
49	Printer, Poster	Variquest Model VARVQPM3600	88004160	4,995.00	Audio Visual Innovations V-203
50	Paper, Poster Printer, standard	Variquest Poster Paper	88043250	5% Off	Audio Visual Innovations V-203
51	Color Printer, Poster	Canon Model iPF650	8800XXXX	1,700.00	LexJet Corporation V-30971
52	Projection Screen, wall mount, 60x60	Recordex Model 101084	88004023	34.00	Smiley's Audio Visual, Inc. V-16210
53	Projection Screen, wall mount, 70x70	Recordex Model 101099	88004024	39.80	Smiley's Audio Visual, Inc. V-16210
54	Projection Screen, Electric	Recordex Model 701170	88004027	301.00	Smiley's Audio Visual, Inc. V-16210
55	Projection Screen Mounting Hardware	Recordex Model 609993	88004077	18.40	Smiley's Audio Visual, Inc. V-16210
56	Projection Screen, tripod mount, 70x70	Recordex Model 501099	88004026	47.00	Smiley's Audio Visual, Inc. V-16210
57	Projection Screen, Portable Floor Pull Up 74"	Recordex Model 803080	8800XXXX	169.25	Smiley's Audio Visual, Inc. V-16210
58	Projector, LCD, Classroom, 3,500 lumens	Optoma Model TX615-3D	88004092	479.0	BES Industries, Inc. V-24587
59	Lamp, Replacement for item 58	Optoma Model FP240A	88006010	99.00	BES Industries, Inc. V-24587
60	Projector, LCD, Largo Room, 4,000 lumens	Vivitek Model D940VX	88004054	763.29	Audio Visual Innovations V-203

Item No.	Item Description	Brand & Model Bid	TERMS Item. No	Unit Price or Discount	Recommended Vendor/TERMS #
61	Lamp, Replacement for item 60	Vivitek Model 5811100686S	88006011	149.00	Audio Visual Innovations V-203
62	Projector, LCD, Short Throw, 2,500 Lumens	Epson Model 425W	8800XXXX	701.00	Audio Visual Innovations V-203
63	Lamp, Replacement for item 62	Epson Model V13H010L60	8800XXXX	99.00	Audio Visual Innovations V-203
64	Projector, LCD, Ultra Short Throw, 3,000 Lumens	Epson Model 480	8800XXXX	920.00	Audio Visual Innovations V-203
65	Lamp, Replacement for item 64	Epson Model Replacement 480	8800XXXX	61.00	CCS Presentation Systems V-22116
66	Marking Pens	Stella Model 931615 - Dozen	88043220 - 88043223	2.62 per 12	Business Stationers V-20876
67	Acetate Sheets	Hop Model 1136373	88043201	4.29	Pyramid School Products V-1824
68	Acetate Rolls	Hop Model 3616687	88043200	4.39	Pyramid School Products V-1824
69	Screen, Background 5'x7'	Photoflex Model BGFLEXDROP2	88004144	148.00	B & H Photo Video Inc. V-5204
70	Screen, Background 10'x12'	Lastolite Model LL LC5781	8800XXXX	115.19	B & H Photo Video Inc. V-5204c
71	DVD Player/Recorder	Magnavox Model MDR533H	88006021	280.58	Troxell Communications, Inc. V-5269
72	Whiteboard, Interactive	Smart Model SB 680	88006023	1,169.00	Audio Visual Innovations V-203
73	Whiteboard, Interactive, Front Projection	Smart Model SB 600iI5	88005060	2,399.00	Audio Visual Innovations V-203
74	Accessories for Interactive Whiteboard	Smart Model NA	88006025	8%	Audio Visual Innovations V-203
75	USB Speakers for Smart Board	Smart Model SBA-NA	88005062	260.00	Audio Visual Innovations V-203
76	Interactive Wireless Slate for use with Interactive Whiteboards	Smart Model WS200	88006028	260.00	Audio Visual Innovations V-203

Item No.	Item Description	Brand & Model Bid	TERMS Item. No	Unit Price or Discount	Recommended Vendor/TERMS #
77	Interactive Response System with 24 remotes	Smart Model SRP-PE24	88007010	1,025.00	Audio Visual Innovations V-203
78	Interactive Response System with 32 remotes	Smart Model SRP-PE32	88007014	1,395.00	Audio Visual Innovations V-203
79	Interactive Response System with 24 remotes	Smart Model SRP-XE-24	8800XXXX	1,780.00	Audio Visual Innovations V-203
80	Interactive Table	Smart Model 230I	88007015	4,760.00	Audio Visual Innovations V-203
81	Interactive Learning Software	Smart Model SCS011L1	88007016	890.00	Audio Visual Innovations V-203
82	iRover, Mobile Display Stand	Copernicus Model IR101	8800XXXX	1,320.25	Audio Visual Innovations V-203
83	iRover, Mobile Display Stand	Copernicus Model iS600	8800XXXX	656.25	Audio Visual Innovations V-203
84	Remote, Presentation, High End.	InterLink Model VP4450	88006030	88.21	Troxell Communications, Inc. V-5269
85	Remote, Presentation, Economy.	InterLink Model VP6450	88004165	42.05	Troxell Communications, Inc. V-5269
86	Converter, PC/Mac-to-TV	Aver Model MTVBOXH11	8800XXXX	159.83	Camcor, Inc. V-21366
87	Converter, PC/Mac-to-TV	NA	88006080		No Bids Received
88	Audio/Video Adapter Kit	TecNec Model AVKIT44CAB	88005008	364.41	Troxell Communications, Inc. V-5269
89	Audio Adapter Kit	Comprehensive ADAP-1	88005009	51.99	B & H Photo Video Inc. V-5204
90	Lectern, Multimedia	Bretford Model LECT63018	88007020	873.24	School Specialty, Inc V-1987
91	Design Center	Variquest VARVQDC1000	88007024	1,995.00	Audio Visual Innovations V-203
92	Awards Maker	Manfrotto Model VARQAM400	88007026	2,495.00	Audio Visual Innovations V-203

Item No.	Item Description	Brand & Model Bid	TERMS Item. No	Unit Price or Discount	Recommended Vendor/TERMS #
93	Cutout Maker	Variquest Model VARVQCM1800	88007028	4,995.00	Audio Visual Innovations V-203
94	Gaffer Tape	B&H Model GBGT255B	88005010	16.36	B & H Photo Video Inc. V-5204
95	Gel Kit	Rosco Model Color Effects Kit	88005012	67.00	B & H Photo Video Inc. V-5204
96	Audio Transformer	Beach Tek Model DXA-SLR PRO	88005020	417.17	CCS Presentation Systems V-22116
97	Teleprompter, Camera Mounted	Prompter People Flex-15	88005030	1,039.95	B & H Photo Video Inc. V-5204
98	Tripod, Dual Function	Manfrotto Model 055XPROB	88007030	139.00	B & H Photo Video Inc. V-5204
99	Tripod, Heavy Duty	Bogen Model 504HD, 546K	8800XXXX	638.00	B & H Photo Video Inc. V-5204
100	Scanner, Handheld Linear Image	NA	8800XXXX		No Bids Received

PURCHASING AGENDA ITEM

10.16.a

School Board of Pinellas County, Florida

School Board Meeting of: **January 29, 2013****Bid No:** 13-070-113**Bid Title:** Food Delivery Vehicles**Original Bid No:** N/A

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- ☒ Lowest Responsive Bid
 ☐ Request for Proposal
 ☐ Reject Bids
 ☐ Piggy-Back Bid per 6A-1.012 (6)
 ☐ Sale of Property
☐ Revised Award *
 ☐ Highest Point Score
 ☐ Re-Award (partial/whole) *
 ☐ State Contract per 6A-1.012 (5)
☐ Renewal of Contract
 ☐ Contract/Bid Termination *
 ☐ Contract Extension * Term: _____
 ☐ Co-Op Bid
☐ Professional Services per FS 287.055
 ☐ Direct Negotiation per 6A-1.012 (14)
☐ Emergency Ratification *

Contract Period:

thru

☒ N/A - One Time Purchase**Contract Value:**

\$ 205,628.00

Contract Type:☐ Estimated

Dollar Amount

☒ Firm, Fixed

Dollar Amount

☐ Firm, Fixed

Unit Prices

☐ Firm, Fixed

Fees or Discounts

Renewal Options:No. of Terms
Remaining
☐ Length of
Each Term
6-months

☐ Length of
Each Term
- year
☒ None*** Rationale/Reason**

☐ **Reason for Submittal to Board Under Separate Cover:**

Bidders Solicited: 36Bids Received: 1Late Bids: 0Rejected Bids: 0☐ N/A - Bids Not Required**Submitted By:** Linda M. Balcombe, CPPO, CPPB**For:** Food Service Department**Title:** Director, Purchasing Department**Requested By:** Art Dunham**Buyer:** Nick Sparta**Title:** Director, Food Service Department**Recommended award by vendor as follows:** (see attached)

Provide and deliver four new model 2013 food delivery vehicles in accordance with the specifications listed in the bid. All vehicles are to be covered by 3-year or 36,000 mile “bumper to bumper”, as well as 5-year or 60,000 mile power train warranties, as offered by the awarded bidder.

BARTOW FORD COMPANY (V-28863)

Group A: Refrigerated and Heated Vehicles:

Quantity	Description	Unit Price	Extension
2	Ford E350 Cutaway Base, 5.4L Triton V8 engine, 5-speed automatic transmission with overdrive, 10,050 GVWR, with the Delivery Concepts Inc. 11 Series specified refrigerated and heated body installed.	\$52,587.00	\$105,174.00
2	Extra keys	No charge	No charge
		Total Group A	\$105,174.00

Group B: Refrigerated Only Vehicles:

Quantity	Description	Unit Price	Extension
2	Ford E350 Cutaway Base, 5.4L Triton V8 engine, 5-speed automatic transmission with overdrive, 10,050 GVWR, with the Delivery Concepts Inc. 11 Series specified refrigerated body installed.	\$50,227.00	\$100,454.00
2	Extra keys	No charge	No charge
		Total Group B	\$100,454.00

Grand Total for 4 Vehicles as specified: \$205,628.00

Attachment: Bids 1-29-13 (3801 : Bids)

PURCHASING AGENDA ITEM**10.16.a**

School Board of Pinellas County, Florida

School Board Meeting of: January 29, 2013**Bid No:** 13-015-147-PB**Bid Title:** Multifunctional Devices, Copying Equipment, Service & Supplies**Original Bid No:** 12-015-196-PB

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- ☐ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☒ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☐ Highest Point Score ☐ Re-Award (partial/whole) * ☐ State Contract per 6A-1.012 (5)
☐ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension * Term: _____ ☐ Co-Op Bid
☐ Professional Services per FS 287.055 ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 1/12/13 thru 1/11/14☐ N/A - One Time Purchase**Contract Value:** \$ 1,000,000.00

Contract Type: ☒ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☒ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

Renewal Options:	No. of Terms Remaining	☐ Length of Each Term	☒ Length of Each Term	☐ None
	2	6-months	1 - year	

*** Rationale/Reason**

Piggy-backing School Board of Miami-Dade Public Schools Bid 033-KK11. This contract includes the lease cost for the multi-function devices as well as the Managed Document Service portion of the program which is optional for all cost centers.

☐ **Reason for Submittal to Board Under Separate Cover:**

Bidders Solicited: _____ Bids Received: _____ Late Bids: _____ Rejected Bids: _____ ☒ N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB
Title: Director, Purchasing Department

For: County Wide

Requested By: Brian Chepren
Title: Supervisor, Central Printing Services

Buyer: Linda Balcombe**Recommended award by vendor as follows: (see attached)**

RICOH BUSINESS SOLUTIONS, INC.

Provide Multi-functional Devices (MFD) to various locations countywide. Included in the cost for the MFDs is all software, consumables excluding paper, parts, and maintenance. Ricoh guarantees a 4 hour response time for all service related issues.

<u>Multi-functional Device</u>	<u>Monthly Lease Cost</u>	<u>Cost Per Copy Charge</u>
Ricoh Aficio MP2550B	\$111.63	\$.0045
Ricoh Aficio MP5000B	\$155.93	\$.0045
Ricoh Aficio MP8001	\$240.94	\$.0045

The Managed Document Services portion of the contract for all desktop printers is **optional** to all cost centers in the District. The cost per print charge for black and white printers is \$.0351 and for color printers is \$.20. This optional program also includes all consumables excluding paper, parts and maintenance.

Attachment: Bids 1-29-13 (3801 : Bids)

PURCHASING AGENDA ITEM**10.16.a**

School Board of Pinellas County, Florida

School Board Meeting of: January 29, 2013**Bid No:** 13-670-020-RB**Bid Title:** Plumbing Supplies**Original Bid No:** 13-670-020

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- ☐ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☐ Highest Point Score ☒ Re-Award (partial/whole) * ☐ State Contract per 6A-1.012 (5)
☐ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension * Term: _____ ☐ Co-Op Bid
☐ Professional Services per FS 287.055 ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 12/14/12 thru 12/13/13☐ N/A - One Time Purchase**Contract Value:** \$ N/A

Contract Type: ☒ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☐ Firm, Fixed Unit Prices ☒ Firm, Fixed Fees or Discounts

Renewal Options:

No. of Terms Remaining	☐ Length of Each Term	☒ Length of Each Term	☐ None
2	6-months	1 - year	

*** Rationale/Reason**

Original contract was board approved on November 13, 2012. Categories 4, 5, 6, 12, 15, 16, 17, 18, and 19 are being re-awarded due to errors in the original recommendation.

☐ **Reason for Submittal to Board Under Separate Cover:**

Bidders Solicited: _____ Bids Received: _____ Late Bids: _____ Rejected Bids: _____ ☐ N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB
Title: Director, Purchasing Department

For: Maintenance Department

Requested By: Michael Hewett
Title: Director, Maintenance Department

Buyer: Nick Sparta

Recommended award by vendor as follows: (see attached)

Previous Award:

INTERLINE BRANDS INC., DBA AMSAN (V-22151)

FERGUSON ENTERPRISES, INC. (V-794)

HUGHES SUPPLY (V-30742)

HYDROLOGIC DISTRIBUTION CO. (V-29415)

Category No.	Category Description	Mfr. Bid	Discount From List Price	TERMS Vendor Number
4	Copper Pipe Fittings	Mueller	58%	V-794
5	Soft Copper Tubing	Cambridge Lee	55%	V-29415
6	Dialectric Unions, <i>Domestic Only</i>	Mueller	40%	V-22151
12	Water Coolers & Fountains	Elkay	45-48%	V-794
15	Solid Interceptors	Zurn	82%	V-29415
16	Faucets	Zurn	52%	V-29415
17	Spuds, <i>Domestic Only</i>	Oatey/Dearborn	40%	V-30742
18	Angle Stops	Eastman	40%	V-29415
19	Fernco Adapters	Pipeconx	60%	V-29415

Re-Award:

INTERLINE BRANDS INC., DBA AMSAN (V-22151)

FERGUSON ENTERPRISES, INC. (V-794)

HUGHES SUPPLY (V-30742)

Category No.	Category Description	Mfr. Bid	Discount From List Price	TERMS Vendor Number
4	Copper Pipe Fittings	Elkhart	88%	V-794
5	Soft Copper Tubing	Cambridge Lee	63%	V-30742
6	Dialectric Unions	Wilkins	60%	V-22151
12	Water Coolers & Fountains	Elkay	51%	V-30742
15	Solid Interceptors	Zurn	84%	V-30742
16	Faucets	Zurn	71-65%	V-30742
17	Spuds	ProFlo	65%	V-794
18	Angle Stops	Eastman	65%	V-794
19	Fernco Adapters	Mainline	83%	V-30742

Attachment: Bids 1-29-13 (3801 : Bids)

School Board Meeting of: **January 29, 2013****Bid File No:** 13-968-140-SS**Bid File Title:** Sole Source Maintenance & Repair Agreement for Intrusion Alarm & Card Access Systems**Contract Period:** 1/29/13 thru 1/28/14☐ N/A - One Time Purchase**Contract Value:** \$130,000.00

Contract Type: ☒ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☒ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

*** Rationale/Reason**

This vendor is the proprietary vendor for the equipment and services which integrate with the central alarm monitoring system located in the Pinellas County Schools Police Department.

Submitted By: Linda M. Balcombe, CPPO, CPPB
Title: Director, Purchasing Department

For: County Wide

Requested By: Michael Hewett
Title: Director, Maintenance Department

Buyer: Christine Roney

Recommended award by vendor as follows: (see attached)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC.

Provide, deliver and install intrusion alarm system and card access equipment, maintenance and repair services per agreement.

DESCRIPTION	TOTAL
Monthly fee for Inspection, Maintenance, and Repair of 216 security control panels and access control modules per attachment "A."	\$ 96,367.24
Installation of new purchase per material and labor rates on attachment "B." (estimated purchases)	\$33,632.76
TOTALS	\$130,000.00

EXTENDED SERVICE PROGRAM AGREEMENT FOR THE MAINTENANCE AND REPAIR OF EXISTING INTRUSION ALARM AND ACCESS CONTROL SYSTEMS

This agreement is entered into this first day of January 29, 2013 by and between Stanley Convergent Security Solutions, Inc. hereinafter referred to as "the COMPANY" and the School Board of Pinellas County, Florida, hereinafter referred to as "the DISTRICT".

With CONDITIONS hereinafter mentioned, the COMPANY agrees to furnish to the DISTRICT, and the DISTRICT agrees to buy, the following EXTENDED SERVICE PROGRAM (hereinafter "ESP").

TERMS AND CONDITIONS

1. The DISTRICT agrees to pay the COMPANY over the One (1) Year period of this Agreement (January 29, 2013 through January 28, 2014) the sum of Ninety six thousand, three hundred sixty seven dollars and eighty one cents (\$96,367.24), to be paid in equal quarterly amounts of Twenty four thousand, ninety one dollars and eighty one cents (\$24,091.81) for the inspection, maintenance and repair services on DISTRICT'S two hundred sixteen (216) Security Control Panels and Access Control Modules, hereinafter referred to as "SYSTEMS" [refer to Attachment A].
2. The term of this agreement may be renewed by the COMPANY and the DISTRICT'S Superintendent for two additional one year periods as long as price increases do not exceed the rate of inflation determined by the Consumer Price Index for urban wage earners and clerical workers, U.S. city average, all items (1982-84 = 100), published by the U.S. Bureau Labor Statistics or any successor or substitute index appropriately adjusted from the commencement of the initial term of the contract to commencement of each extension period. Price revision will be on any anniversary date on 60 days written notice.
3. The COMPANY must maintain adequate insurance coverage before any work commences. A copy of a current, valid certificate of insurance in compliance with the coverage guidelines set forth in Attachment C, Insurance Specifications For COMPANY, herein attached, must be kept on file with the DISTRICT at all times. COMPANY agrees to fully comply with the Jessica Lunsford Act and/or other Florida laws relating to the back ground screening of COMPANY or COMPANY's agents, employees, or subcontractors. Information may be obtained on the School Board's web site at <http://www.pcsb.org/jlahome.html>. Further, COMPANY agrees to indemnify and hold the School board, its officers, agents and employees, harmless from and against any and all liability, damages, actions and/or claims whatsoever, including but not limited to attorney's fees and court costs, arising out of or relating accruing to or sought against the School Board as a result of the failure or refusal of the COMPANY to fully comply with such laws. This indemnification and hold harmless agreement shall survive termination of the contract.

Attachment: Bids 1-29-13 (3801 : Bids)

Page 2 of 5
Stanley CSS, Inc. ESP Agreement
Date: January 29, 2013

4. Upon removal of a SYSTEM from service the ESP fee shall be reduced by the amount listed in Attachment A.
5. Following the initial one (1) year period, upon expiration of the warranty of a newly installed system, the COMPANY will provide the DISTRICT with an annual cost rate for extension of services of the new facility in accordance with monthly charges established in this contract [refer to Attachment A].
6. The DISTRICT authorizes the COMPANY to repair and service said SYSTEMS. In the event any part of the equipment installed shall become defective or inoperable under normal use and the COMPANY determines the equipment is defective or inoperative, the COMPANY shall replace or repair such defective part without charge to the DISTRICT, hereinafter referred to as "COVERED REPAIRS".
7. In the event that a panel, device or part cannot be repaired and or is no longer available, the COMPANY shall replace with a different panel, device or part that is equal to or better than the existing panel, device or part with no loss of functionality without charge to the DISTRICT, hereinafter referred to as "COVERED REPAIRS".
8. The COMPANY shall not be liable for repair or replacement in the event of damage to material or equipment caused by accident, vandalism, flood, water, lightning, fire, intrusion, abuse, misuse, an act of God, any casualty, including electricity, unauthorized repair service, requests for upgrades of functioning panels, modification or improper installation by anyone other than the COMPANY, hereinafter referred to as "CHARGEABLE REPAIRS".
9. The COMPANY is obligated to perform COVERED REPAIRS and CHARGEABLE REPAIRS within the timeframe listed below based on the priority level of each repair and the time of notification to COMPANY. The DISTRICT requires the COMPANY technician to sign in at the main office at each location upon arrival and sign out upon completion of work. A copy of service and repair tickets containing arrival and completion times, scope of work performed and labor and materials used, shall be submitted to the DISTRICT. All completed service and repair tickets must be signed by a facility representative. The COMPANY technician shall receive approval from the DISTRICT prior to work being performed which is considered a CHARGEABLE REPAIR. The COMPANY shall follow the DISTRICT'S Division 16 & 17 specifications for all service and repair work performed. The DISTRICT may at their sole discretion purchase and provide non-proprietary materials/equipment for use in the installation, repair and maintenance of systems covered by this contract.

Priority 1 Request – Service shall commence within four hours of notification and apply seven days per week including holidays and weekends.

Attachment: Bids 1-29-13 (3801 : Bids)

Page 3 of 5
Stanley CSS, Inc. ESP Agreement
Date: January 29, 2013

1. Security system malfunction preventing the DISTRICT from arming the entire system or any individual partition (if applicable).
2. Access control malfunction causing one or more access points to fail to open and/or close as scheduled by the DISTRICT.
3. An audible signal emanating from a COMPANY installed alarm and/or access device that cannot be silenced by DISTRICT personnel.

Priority 2 Request – Service shall commence within twenty-four hours of notification and apply Monday – Friday, 8:00 a.m. to 5:00 p.m., excluding holidays and weekends.

1. A malfunctioning security system alarm point that has activated more than once in a month and was deemed to be false.
2. A security system that is experiencing excessive audio activations.

Priority 3 Request – Shall commence within forty-eight hours of notification and apply Monday – Friday, 8:00 a.m. to 5:00 p.m., excluding holidays and weekends.

1. Any request to relocate existing alarm or access control devices that will require less than 2 estimated hours to complete.
 2. Any requested additions to an existing security or access control system that will require less than 2 estimated hours.
10. The COMPANY will provide a dedicated primary certified technician to handle all of the DISTRICT'S "COVERED SERVICE" and inspections. This technician will be available and dedicated to the DISTRICT Monday – Friday, 8:00 a.m. to 5:00 p.m., excluding holidays and weekends. Additional technicians will be selected to meet the "Priority Request" guidelines as listed in section 8 of this agreement.
 11. During the term of this agreement, the DISTRICT shall have the option, based on COMPANY technician workload, to have the COMPANY technician perform inspections, which includes testing of all alarm devices as well as making all required repairs as needed. Inspection reports shall be provided to the District.
 12. The COMPANY will provide the DISTRICT with a direct connect mobile cellular phone device compatible with the DISTRICT'S current mobile cellular phone provider to be used for communication between Pinellas County School Board Police and the COMPANY service department. The COMPANY will pay all fees associated with the cellular phone devices.
 13. The COMPANY shall agree to meet with the DISTRICT at quarterly intervals during the contract period to review preventative maintenance reports, inspection and service program issues. Meetings will be scheduled and held at the DISTRICT maintenance department location.

Attachment: Bids 1-29-13 (3801 : Bids)

Page 4 of 5
Stanley CSS, Inc. ESP Agreement
Date: January 29, 2013

14. All labor, parts and materials, if parts and material are supplied by the COMPANY, shall be warranted by the COMPANY for a period of one (1) year from the date of completion.
15. Each new installation including all labor, parts and materials not supplied or installed by the COMPANY, shall not be warranted by the COMPANY.
16. In the event any part of the equipment installed shall become defective or inoperative under normal use within one (1) year from the date of the original invoice for installations, the COMPANY shall repair or replace such defective part without charge to the DISTRICT.
17. The parties agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages proximately caused thereby; provided, however, their parties agree that the DISTRICT'S liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the DISTRICT, nor shall anything herein be construed as consent by the DISTRICT to be sued by any third party for any cause or matter arising out of or related to the agreement.
18. Except as set forth herein, the COMPANY makes no representation or warranty of any kind, expressed or implied, with respect to the equipment, and disclaims any and all warranties of merchantability, fitness for a particular purpose or any other warranty.
19. The DISTRICT acknowledges that no other representations were made to the DISTRICT or relied upon by the DISTRICT with respect to the quality and function of the goods.
20. This comprises the entire agreement between both parties. This agreement may be terminated without cause by either party upon 60 days written notice.

Attachment: Bids 1-29-13 (3801 : Bids)

Page 5 of 5
Stanley CSS, Inc. ESP Agreement
Date: January 29, 2013

Attachment A – List of Facilities and Systems
Attachment B – Pinellas County School Board Pricing For FY 2012 - 2013
Attachment C – Pinellas County School Board Insurance Specifications for Contractors

By signature following, the DISTRICT agrees that it has received a copy of this agreement.

Pinellas County School Board

Stanley Convergent Security Solutions, Inc.

Address

5610 W. Sligh Ave. Suite 104
Address

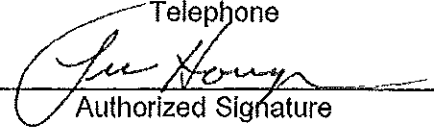
City, State, Zip

Tampa, FL 33634
City, State, Zip

Telephone

813-241-3514
Telephone

Authorized Signature


Authorized Signature

Type/Print Name of Above

Lee Hough
Type/Print Name of Above

Title: Chairperson

District General Manager
Title

Date

1/7/13
Date

ATTEST:

Superintendent

Date


Approved As To Form
Office of School Board Attorney

Attachment: Bids 1-29-13 (3801 : Bids)

EXTENDED SERVICE PROGRAM AGREEMENT FOR THE MAINTENANCE & REPAIR OF
INTRUSION ALARM & ACCESS CONTROL SYSTEMS

10.16.a

ATTACHMENT "A"

Year 2013 - List of Facilities and Systems – Monthly Service and Inspection Costs

Acct #	Account Name	Panel Type	Access	Monthly Charge
4014	Adapt @ Robinson Challenge	Plus	No	\$32.29
4089	Administration North (OPS, MIS)	Plus	Yes	\$36.95
4088	Administration South	Plus	Yes	\$36.95
4092	Administration (2 nd & 3 rd Floors)	3450	Yes	\$34.62
4022	Anona ES	Plus	No	\$32.29
3091	Area II Office (@ NEHS) (Closed)	Plus	Yes	\$36.95
4038	Area III Office (@ Bayside HS)	Plus	Yes	\$36.95
4105	Azalea ES	Plus	No	\$32.29
3007	Azalea MS	Plus	Yes	\$36.95
4024	Bayside HS	Plus	Yes	\$36.95
3048	Bardmoor ES	Plus	Yes	\$36.95
4082	Bauder ES	Plus	Yes	\$36.95
3095	Bay Point ES	Plus	Yes	\$36.95
4001	Bay Point MS	Plus	Yes	\$36.95
4040	Bay Vista ES	Plus	Yes	\$36.95
4083	Bear Creek ES	Plus	Yes	\$36.95
4044	Belcher ES	Plus	No	\$32.29
4043	Belcher ES (Portables 1, 2 & 3)	Plus	No	\$32.29
4029	Belleair ES	Plus	No	\$32.29
4048	Bernice Johnson Svc. Ctr. (BJSC)	Plus	Yes	\$36.95
4012	Blanton ES	Plus	Yes	\$36.95
4114	Boca Ciega HS (Bldgs. 1, 2, 3 & 4)	Plus	Yes	\$36.95
4115	Boca Ciega HS (Bldg. 5)	Plus	Yes	\$36.95
4117	Boca Ciega HS (CWMP 6, 7, 8 & 9)	Plus	Yes	\$36.95
4203	Brooker Creek ES	Plus	Yes	\$32.29
4073	Calvin Hunsinger School	Plus	Yes	\$36.95
4008	Campbell Park ES	Plus	Yes	\$36.95
2239	Carwise MS (Bldg. 5)	3450	No	\$31.27
2240	Carwise MS (Bldg. 6)	3450	No	\$31.27
2238	Carwise MS (Café/Gym)	3450	No	\$31.27
2237	Carwise MS (Office)	3450	No	\$31.27
3062	Clearwater Adult Education Ctr.	Plus	No	\$32.29
4074	Clearwater Intermediate	Plus	Yes	\$36.95
4123	Clearwater Fundamental	Plus	Yes	\$31.27
3073	Clearwater HS	Plus	Yes	\$36.95
3068	Clearwater HS (Pool)	Plus	No	\$32.29
3069	Clearwater HS (Stadium)	Plus	No	\$32.29
3018	Clearview ES (Closed)	Plus	No	\$32.29
3013	Coachman Service Ctr. (CSC)	Plus	Yes	\$36.95
4025	Countryside HS	Plus	Yes	\$36.95
4026	Cross Bayou ES	Plus	No	\$32.29
4111	Curlew Creek ES	Plus	Yes	\$36.95
4079	Curtis Fundamental	Plus	Yes	\$36.95
4133	Curtis ES (Old) Site (Closed)	Plus	No	\$32.29
4002	Cypress Woods ES	Plus	Yes	\$36.95
2199	Discovery Bldg.	3400	Yes	\$34.62
3058	Dixie Hollins HS (Bldgs. 1-3 & 16)	Plus	Yes	\$36.95

Attachment: Bids 1-29-13 (3801 : Bids)

3054	Dixie Hollins HS (Bldgs. 8-11, 13, 30 & 32)	Plus	Yes	\$36.95
3053	Dixie Hollins HS Adult Education Ctr.	Plus	Yes	\$36.95
2234	Dixie Hollins (Gym)	3450	No	\$31.27
2233	Dixie Hollins (Office/Guidance)	3450	Yes	\$34.62
3052	Dixie Hollins (ROTC)	Plus	No	\$32.29
4065	Dunedin ES (Bldgs. 1, 2 & 4)	Plus	Yes	\$36.95
4066	Dunedin ES (Bldgs 3 & 5)	Plus	Yes	\$36.95
4010	Dunedin MS	Plus	Yes	\$36.95
3092	Dunedin HS (Office & Café)	Plus	Yes	\$36.95
2167	Dunedin HS (Band/Choir)	3400	No	\$31.27
3087	Dunedin HS (Gym)	Plus	No	\$32.29
3083	Dunedin HS (Bldgs. 9, 11 & 15)	Plus	No	\$32.29
4077	East Lake HS (Bldgs. (1, 5, 6 & 7)	Plus	Yes	\$36.95
4076	East lake HS (Bldgs. 2, 3, 4 & 9)	Plus	Yes	\$36.95
3082	Eisenhower ES	Plus	Yes	\$36.95
4000	Fairmount Park ES	Plus	Yes	\$36.95
2200	Florida First Start	3450	No	\$32.29
4075	Forest Lakes ES	Plus	Yes	\$36.95
4011	Forty-Ninth Street Bus Compound	Plus	Yes	\$36.95
3024	Frontier ES	Plus	Yes	\$36.95
4122	Fuguitt ES	Plus	Yes	\$36.95
4071	Garrison Jones ES	Plus	Yes	\$36.95
4031	Gibbs HS (Bldgs. 1, 2, 6 & 7)	Plus	Yes	\$36.95
4032	Gibbs HS (Bldgs. 3, 4 5 & 8)	Plus	No	\$32.29
2184	Gulf Beaches ES Site (Closed)	3400	No	\$31.27
4007	Gulfport ES	Plus	Yes	\$36.95
3074	Gus A. Stavros Institute	Plus	Yes	\$36.95
3043	Hamilton Disston School	Plus	No	\$32.29
4131	Hamilton Disston School (Annex)	3450	Yes	\$34.62
3040	Harris Tips Center Site (Closed)	Plus	No	\$32.29
4098	Highland Lakes ES	Plus	No	\$32.29
4064	High Point ES	Plus	Yes	\$36.95
4047	Jacobson Culinary Arts	Plus	Yes	\$36.95
3045	Jamerson ES	Plus	Yes	\$36.95
3016	John Hopkins MS	Plus	Yes	\$36.95
4041	Kings Highway ES Site (Closed)	Plus	Yes	\$36.95
4009	Lake St. George ES	Plus	Yes	\$36.95
3061	Lakewood ES	Plus	Yes	\$36.95
4202	Lakewood HS	Plus	Yes	\$31.27
4036	Lakeview Fundamental ES	Plus	No	\$32.29
4013	Largo MS	Plus	Yes	\$36.95
2138	Largo HS (A-Wing)	3400	No	\$31.27
2139	Largo HS (Band Room)	3400	No	\$31.27
2264	Largo HS (Choir Room)	3450	No	\$31.27
2263	Largo HS (Gym/AA Bldg.)	3450	No	\$31.27
2137	Largo HS (Office)	3450	Yes	\$34.62
3020	Largo HS (Old Largo Central)	Plus	No	\$32.29
4067	Lealman Bus Compound	Plus	Yes	\$36.95
4124	Lealman ES	Plus	Yes	\$31.27
4035	Lealman Intermediate	Plus	Yes	\$36.95
4104	Leila Davis ES	Plus	Yes	\$36.95
4130	Leila Davis ES	3450	Yes	\$34.62
4134	Lynch ES	Plus	Yes	\$36.95
3067	Madeira Beach Fundamental ES	Plus	Yes	\$36.95
4037	Madeira Beach Fundamental MS	Plus	Yes	\$36.95
3075	Maximo ES	Plus	Yes	\$36.95

4293	McMullen Booth ES	Plus	No	\$32.29
3099	Meadowlawn MS	Plus	Yes	\$36.95
3100	Meadowlawn Student Services Ctr.	Plus	No	\$32.29
3094	Melrose ES	Plus	Yes	\$36.95
3049	Mildred Helms ES	Plus	Yes	\$36.95
3038	Morgan Fitzgerald MS	Plus	No	\$32.29
3055	Mount Vernon ES	Plus	No	\$32.29
4078	New Heights ES (Bldgs. 2, 4, 5 & 6)	Plus	Yes	\$36.95
4081	New Heights ES (Bldgs. 1 & 3)	Plus	Yes	\$36.95
3021	Nina Harris School	Plus	Yes	\$36.95
3089	Northeast HS (Bldgs. 1, 3 & 24)	Plus	Yes	\$36.95
3080	Northeast HS (Bldgs. 3, 5 & 17)	Plus	Yes	\$36.95
3076	Northeast HS (Bldgs. 6, 20, 26 & 28)	Plus	Yes	\$36.95
4006	Northeast HS (Credit Union)	Plus	Yes	\$36.95
4201	Northeast HS (Mechanics)	Plus	No	\$32.29
2181	North Shore ES (Bldgs. 1 & 6)	3450	No	\$31.27
2182	North Shore ES (Bldg. 3)	3450	No	\$31.27
2207	North Shore ES (Media Ctr.)	3400	No	\$31.27
2265	Northward ES Site (Closed)	3450	No	\$31.27
3051	Northward IBIS Site (Closed)	Plus	No	\$32.29
4106	Northwest ES	Plus	No	\$32.29
4034	Oakgrove MS	Plus	Yes	\$36.95
3050	Oakhurst ES	Plus	Yes	\$36.95
2176	Oakhurst ES (Media Ctr.)	3450	No	\$31.27
4045	Oldsmar ES	Plus	Yes	\$36.95
2301	Orange Grove ES	iBase	Yes	\$31.27
3005	Osceola MS (Bldg. 2)	Plus	No	\$32.29
3006	Osceola MS (Wing F & G)	Plus	No	\$32.29
3004	Osceola MS (Office)	Plus	Yes	\$36.95
4084	Osceola HS	Plus	Yes	\$36.95
3015	Ozona ES	Plus	Yes	\$36.95
4295	Ozona Service Center	iBase	Yes	\$31.27
4102	Palm Harbor ES Site (Closed)	Plus	No	\$32.29
3034	Palm Harbor MS	Plus	Yes	\$36.95
3000	Palm Harbor U. HS (Bldgs. 4-4 & 11)	Plus	Yes	\$36.95
3001	Palm Harbor U. HS (Bldgs. 5-10, 11-13)	Plus	Yes	\$36.95
3079	Pasadena Fundamental ES	Plus	Yes	\$36.95
3064	Palm Harbor U. HS (Portables)	Plus	No	\$32.29
3098	Paul B. Stephens School	Plus	Yes	\$36.95
2141	Perkins ES	Plus	Yes	\$36.95
3077	Perkins ES (Bldg. 8)	Plus	No	\$32.29
3078	Perkins ES (Pre-K Bldg. 6)	Plus	No	\$32.29
4121	Pinellas Central ES	Plus	Yes	\$36.95
3002	Pinellas Park ES	Plus	No	\$32.29
4027	Pinellas Park MS	Plus	No	\$32.29
3003	Pinellas Park HS	Plus	Yes	\$36.95
4109	Pinellas Secondary	Plus	Yes	\$36.95
3059	Pinellas Park HS (Justice Bldg.)	Plus	No	\$32.29
4039	Plumb ES	Plus	Yes	\$36.95
4099	Ponce De Leon ES	Plus	No	\$32.29
2199	Professional Development Ctr.	3400	No	\$31.27
3025	PTEC Clwtr. (Admin Bldg. 1, 13 & 14)	Plus	Yes	\$36.95
3029	PTEC Clwtr. (Bldgs. 10, 11, 12)	Plus	No	\$32.29
3032	PTEC Clwtr. (Bldgs. 2 & 3)	Plus	No	\$32.29
3027	PTEC Clwtr. (Bldg. 6 Cosmetology)	Plus	No	\$32.29
3031	PTEC Clwtr. (Bldg. 19)	Plus	No	\$32.29

3030	PTEC Clwtr. (Bldgs. 16 & 17)	Plus	No	\$32.29
3028	PTEC Clwtr. (Bldg. 5)	Plus	No	\$32.29
3026	PTEC Clwtr. (Bldg. 7)	Plus	No	\$32.29
4062	PTEC St. Petersburg	Plus	Yes	\$36.95
4126	Rawlings ES	Plus	Yes	\$36.95
3088	Richard L Sanders (Bldg. 1)	Plus	Yes	\$36.95
3084	Richard L Sanders (Bldgs. 2a & 2b)	Plus	Yes	\$36.95
3097	Richard L Sanders (Bldgs. 3, 6 & 7)	Plus	Yes	\$36.95
3085	Richard L Sanders (Bldgs. 4 & 5)	Plus	Yes	\$36.95
4294	Ridgecrest ES	iBase	Yes	\$32.29
2203	Robinson Family Ed. Ctr.	3400	No	\$31.27
3022	Safety Harbor ES	Plus	No	\$32.29
4028	Safety Harbor MS	Plus	Yes	\$36.95
3008	Sanderlin ES	Plus	Yes	\$36.95
4042	Sandy Lane ES	Plus	Yes	\$36.95
4103	San Jose ES	Plus	No	\$32.29
3044	Saw Grass Lake ES	Plus	No	\$32.29
2242	Seminole ES	Plus	Yes	\$36.95
4057	Seminole HS	Plus	Yes	\$36.95
4080	Seminole MS	Plus	Yes	\$36.95
3041	Seminole Vocational Education Ctr.	Plus	No	\$32.29
4020	Seventy-Forth Street ES	Plus	Yes	\$36.95
3036	Sexton ES	Plus	No	\$32.29
4016	Shore Acres ES	Plus	Yes	\$36.95
4023	Skycrest ES	Plus	No	\$32.29
4097	Skyview ES	Plus	Yes	\$36.95
4112	Southern Oaks ES	Plus	Yes	\$36.95
2100	Southside Fund. Site (Closed)	3400	No	\$31.27
4060	St. Petersburg HS (Bldg. 1)	Plus	No	\$32.29
4061	St. Petersburg HS (Bldg. 2 – 12)	Plus	No	\$32.29
4021	Starkey ES	Plus	No	\$32.29
4030	Starkey ES	Plus	Yes	\$36.95
4017	Sunset Hills ES	Plus	Yes	\$36.95
3023	Sutherland ES	Plus	Yes	\$36.95
4100	Tarpon Bus Compound	Plus	No	\$32.29
4070	Tarpon ES	Plus	Yes	\$36.95
4019	Tarpon Fundamental ES	Plus	No	\$32.29
4015	Tarpon MS	Plus	No	\$32.29
4003	Tarpon HS (Bldg. 23, 24 & 36)	Plus	No	\$32.29
4005	Tarpon HS (Office)	Plus	No	\$32.29
3012	Tarpon HS (Office)	Plus	Yes	\$36.95
3086	Thurgood Marshall MS	Plus	Yes	\$36.95
4132	Title I Center @ Lakeview Annex	3450	No	\$31.27
4125	Tomlinson Adult Ctr.	Plus	Yes	\$36.95
4127	Tyrone MS (Bldg.1-7, 9-11, 13-16,18)	Plus	Yes	\$36.95
4128	Tyrone MS (Bldg. 12,13,24,25 & 26)	Plus	Yes	\$36.95
4113	Walsingham ES	Plus	Yes	\$36.95
4063	Worknet Pinellas	Plus	Yes	\$36.95
4059	WPSC - Annex (Trailers 14 & 15)	Plus	Yes	\$36.95
4058	WPSC – Annex (Trailers 1-13, 16-19)	Plus	Yes	\$36.95
4107	WPSC	Plus	Yes	\$36.95
4108	WPSC	Plus	Yes	\$36.95
3072	WPSC - (Transportation)	Plus	Yes	\$36.95
2284	Westgate ES (Bldg. 1)	3450	No	\$31.27
2276	Westgate ES (Café/Rooms)	3450	No	\$31.27
2230	Westgate ES (Office)	3450	No	\$31.27
2111	Woodlawn ES	3450	No	\$31.27

**EXTENDED SERVICE PROGRAM AGREEMENT FOR THE MAINTENANCE & REPAIR OF
INTRUSION ALARM & ACCESS CONTROL SYSTEMS
ATTACHMENT "B"**

Year 2013 - MATERIAL AND LABOR PRICING

Burglar Alarm Components / Advantage Plus:

<u>Quantity</u>	<u>Equipment Description</u>	<u>New Equipment</u>	<u>Labor Per New Device Installed</u>	<u>Used (Refurbished) Equipment</u>	<u>Hourly Labor Rate Per Used Device Installed</u>
1	Advantage Plus Control Panel	n/a	n/a	\$383.70	\$346
1	Advantage LED Keypad	\$149.36	\$86.50	n/a	n/a
1	Smart Audio Module	\$407.38	\$173	\$203.69	\$173
1	Loop Expansion Module	\$204.73	\$173	n/a	n/a
1	Sonitrol Power Supply	\$58.42	\$86.50	n/a	n/a
1	Transformer for Sonitrol Power Supply	\$16.13	\$0.00	n/a	n/a
1	Microphone/Audio Detector	\$68.34	\$86.50	n/a	n/a
1	Overhead-Door Contact	\$18.59	\$151.38	n/a	n/a
1	Surface Mount Pedestrian Door	\$4.30	\$103.80	n/a	n/a
1	Recessed Pedestrian Door Contract	\$6.41	\$108.13	n/a	n/a
1	Dual Tech Motion Detector 35 X 40	\$101.84	\$86.50	n/a	n/a
1	Wireless Panic Receiver	\$73.77	\$86.50	n/a	n/a
1	Wireless Panic Button	\$44.30	\$0.00	n/a	n/a
1	Single Outlet Surge Protector	\$13.09	\$0.00	n/a	n/a
1	Telephone Line Surge Protector	\$41.11	\$0.00	n/a	n/a

Access Control Components / Advantage Plus:

<u>Quantity</u>	<u>Equipment Description</u>	<u>New Equipment</u>	<u>Labor Per New Device Installed</u>	<u>Used (Refurbished) Equipment</u>	<u>Hourly Labor Rate Per Used Device Installed</u>
1	Access Control Module	n/a	n/a	\$297.79	\$346
1	RP40/RP15 iClass/Prox Combo Reader	\$243.77	\$173	n/a	n/a
1	2 X 6 Mini Prox Reader	\$244.78	\$173	n/a	n/a
1	Proximity Card with Sonitrol Logo	\$3.70	n/a	n/a	n/a
1	Single Door Mag Lock	\$261.88	\$173	n/a	n/a
1	Egress Push Button	\$85.49	\$86.50	n/a	n/a
1	Egress PIR	\$114.27	\$86.50	n/a	n/a
1	Electronic Door Strike**	\$381.17	\$173	n/a	n/a
1	Sonitrol Power Supply	\$95.09	\$86.50	n/a	n/a
1	Transformer for Sonitrol Power Supply	\$16.13	\$0.00	n/a	n/a
1	Wireless Receiver for Door Release	\$73.77	\$86.50	n/a	n/a
1	Wireless Transmitter for Door Release	\$44.10	\$0.00	n/a	n/a
1	Hard-Wired Door Release	\$14.06	\$108.13	n/a	n/a
1	Single-Arm Pedestal	\$331.78	\$173	n/a	n/a

Attachment: Bids 1-29-13 (3801 : Bids)

Miscellaneous Parts & Labor / Advantage Plus:

10.16.a

<u>Quantity</u>	<u>Part Description</u>	<u>New Part</u>	<u>Labor Per New Part Installed</u>	<u>Used (Refurbished) Part</u>	<u>Hourly Labor Rate Per Used Part Installed</u>
1	¾" EMT Conduit (per 10')	\$7.23	n/a	n/a	n/a
1	1 ½" EMT Conduit (per 10')	\$19.62	n/a	n/a	n/a
1	2" EMT Conduit (per 10')	\$24.77	n/a	n/a	n/a
1	¾" Rigid Conduit (per 10')	\$22.71	n/a	n/a	n/a
1	1 ½" Rigid Conduit (per 10')	\$54.71	n/a	n/a	n/a
1	2" Rigid Conduit (per 10')	\$70.19	n/a	n/a	n/a
1	¾" PVC Conduit (per 10')	\$3.10	n/a	n/a	n/a
1	1 ½" PVC Conduit (per 10')	\$7.23	n/a	n/a	n/a
1	2" PVC Conduit (per 10')	\$8.26	n/a	n/a	n/a
1	Wiremold V700 (¾" X 21/32")	\$23.75	n/a	n/a	n/a
1	Wiremold V500 (¾" X 17/32")	\$21.68	n/a	n/a	n/a
1	Labor Rate – Business Hours	-	\$86.50	n/a	n/a
1	Labor Rate – After Hours	-	\$109.56	n/a	n/a

Burglar Alarm Components / iBase:

<u>Quantity</u>	<u>Equipment Description</u>	<u>New Equipment</u>	<u>Labor Per New Device Installed</u>	<u>Used (Refurbished) Equipment</u>	<u>Hourly Labor Rate Per Used Device Installed</u>
1	Sonitrol iBase, Enclosure, Battery	\$987.10	\$346	n/a	n/a
1	Standard LCD Keypad	\$186.44	\$86.50	n/a	n/a
1	Enhanced LCD	\$319.62	\$86.50	n/a	n/a
1	Audio-8 Board	\$293	\$173	n/a	n/a
1	I/O Expansion Board	\$220.58	\$173	n/a	n/a
1	Sonitrol Power Supply	\$58.42	\$86.50	n/a	n/a
1	Transformer for Sonitrol Power Supply	\$16.13	\$0.00	n/a	n/a
1	Power Hub Module	\$272.63	\$86.50	n/a	n/a
1	27" Sonitrol Enclosure	\$217.79	\$21.63	n/a	n/a
1	18" Sonitrol Enclosure	\$156.70	\$21.63	n/a	n/a
1	12V 7amp Battery	\$16.64	\$0.00	n/a	n/a
1	Microphone/Audio Detector	\$68.34	\$86.50	n/a	n/a
1	Overhead-Door Contact	\$18.59	\$151.38	n/a	n/a
1	Surface Mount Pedestrian Door Contact	\$4.30	\$103.80	n/a	n/a
1	Recessed Pedestrian Door Contact	\$6.41	\$108.13	n/a	n/a
1	Dual Tech Motion Detector 35 X 40	\$101.84	\$86.50	n/a	n/a
1	Wireless Panic Receiver	\$73.77	\$86.50	n/a	n/a
1	Wireless Panic Button	\$44.30	\$0.00	n/a	n/a
1	Single Outlet Surge Protector	\$13.09	\$0.00	n/a	n/a
1	Telephone Line Surge Protector	\$41.11	\$0.00	n/a	n/a

Attachment: Bids 1-29-13 (3801 : Bids)

Access Control Components / iBase:

10.16.a

<u>Quantity</u>	<u>Equipment Description</u>	<u>New Equipment</u>	<u>Labor Per New Device Installed</u>	<u>Used (Refurbished) Equipment</u>	<u>Hourly Labor Rate Per Used Device Installed</u>
1	Access – 4 Board, 18" Enclosure, Trans	\$	\$	n/a	n/a
1	RP40/RP15 iClass/Prox Combo Reader	\$243.77	\$173	n/a	n/a
1	2 X 6 Mini Prox Reader	\$244.78	\$173	n/a	n/a
1	Proximity Card with Sonitrol Logo	\$3.70	n/a	n/a	n/a
1	Single Door Mag Lock	\$261.88	\$173	n/a	n/a
1	Egress Push Button	\$85.49	\$86.50	n/a	n/a
1	Egress PIR	\$114.27	\$86.50	n/a	n/a
1	Electronic Door Strike**	\$381.17	\$173	n/a	n/a
1	Sonitrol Power Supply	\$95.09	\$86.50	n/a	n/a
1	Transformer for Sonitrol Power Supply	\$16.13	\$0.00	n/a	n/a
1	Wireless Receiver for Door Release	\$73.77	\$86.50	n/a	n/a
1	Wireless Transmitter for Door Release	\$44.10	\$0.00	n/a	n/a
1	Hard-Wired Door Release	\$14.06	\$108.13	n/a	n/a
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Miscellaneous Parts & Labor / iBase:

<u>Quantity</u>	<u>Part Description</u>	<u>New Part</u>	<u>Labor Per New Part Installed</u>	<u>Used (Refurbished) Part</u>	<u>Hourly Labor Rate Per Used Part Installed</u>
1	¾" EMT Conduit (per 10')	\$7.23	n/a	n/a	n/a
1	1 ½" EMT Conduit (per 10')	\$19.62	n/a	n/a	n/a
1	2" EMT Conduit (per 10')	\$24.77	n/a	n/a	n/a
1	¾" Rigid Conduit (per 10')	\$22.71	n/a	n/a	n/a
1	1 ½" Rigid Conduit (per 10')	\$54.71	n/a	n/a	n/a
1	2" Rigid Conduit (per 10')	\$70.19	n/a	n/a	n/a
1	¾" PVC Conduit (per 10')	\$3.10	n/a	n/a	n/a
1	1 ½" PVC Conduit (per 10')	\$7.23	n/a	n/a	n/a
1	2" PVC Conduit (per 10')	\$8.26	n/a	n/a	n/a
1	Wiremold V700 (¾" X 21/32")	\$23.75	n/a	n/a	n/a
1	Wiremold V500 (¾" X 17/32")	\$21.68	n/a	n/a	n/a
1	Data Fiber Converters	\$130.05	\$43.25	n/a	n/a
1	Labor Rate – Business Hours	-	\$86.50	n/a	n/a
1	Labor Rate – After Hours	-	\$109.56	n/a	n/a

Attachment: Bids 1-29-13 (3801 : Bids)

ADOPTED

REQUEST FOR APPROVAL (ID # 3825)

January 29, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, Ed. D., SUPERINTENDENT

SUBJECT: Setting a Public Hearing and Authorizing the Advertisement of the Public Hearing to Consider the Amendment to Policy 0151 – ORGANIZATIONAL MEETING (This is the first reading.)

BACKGROUND:

Pursuant to Chapter 120, Florida Statutes, an amendment to policy (rule) is being proposed regarding Policy 0151 – ORGANIZATIONAL MEETING. This is the first reading of the proposed amendment to policy. No economic impact is expected.

This amendment changes the specific date for the annual organizational meeting from the third Tuesday following the first Monday in November to a date in November the Board chooses in accordance with the law, which was changed in 2012.

Included as part of this agenda item are the proposed policy amendments which include portions of the policy that are being amended. Words ~~struck through~~ are deletions; words underlined are additions.

STRATEGIC DIRECTION/GOAL:

ALTERNATIVES:

1. Approve the setting of a public hearing and authorize the advertisement of the public hearing to consider the proposed amendment to policy.
2. Modify the amendment, approve the setting of a public hearing, and authorize advertisement of the public hearing to consider the modified amendment to policy.
3. Do not approve the setting of a public hearing and authorization to advertise the public hearing to consider the proposed amendment to policy.

RECOMMENDATION:

Alternative 1 is recommended.

RATIONALE:

Prior to the 2012 Legislative amendment of Section 1001.371, F.S., the annual organizational meeting was held on the third Tuesday following the first Monday in November. This proposed amendment changes the Board's organizational meeting to a day in November the Board chooses in accordance with the law. Now, the law allows the organizational meeting to be held anytime in November, except in election years, when the organizational meeting will be set as if the old law was still in effect.

IMPACT STATEMENT:

Impact as to the District: If Alternative 1 is adopted, no economic impact is expected. Impact to the Public: If Alternative 1 is adopted, the School Board determines that a formal economic impact statement is not required pursuant to Section 120.54(2)(b) Florida Statutes.

DATA SOURCES:

David Koperski, School Board Attorney - reviewed as to form and legality
Mary Beth Corace, Ph.D., Director, Strategic Planning and Policy

SUBMITTED BY:

William Lawrence, Associate Superintendent, Teaching and Learning Services

ATTACHMENTS:

- Non-consent - Policy 0151 Organizational Meeting (1st read) (PDF)

ORGANIZATION

0151

Organizational Meeting

The School Board shall organize annually ~~on the third Tuesday after the first Monday in November of each year~~ at an organizational meeting in November of each year in accordance with Florida law.

The Superintendent shall make and sign a copy of the proceedings of the organizational meeting, including the schedule for regular meetings and the names and addresses of all Board members, and annex their affidavits that the same is a true and correct copy of the original, and the Superintendent shall file the document within two (2) weeks with the Department of Education.

F.S. 1001.371

Adopted 12/9/09; Revised 6/29/10, / /13

Approved as to form and legality:



School Board Attorney