

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

I. Amendments to the Agenda

II. Invocation

- 1. Rabbi Torop, Temple Beth El, 400 Pasadena Ave., South, St. Petersburg, FL 33707***

III. Pledge of Allegiance

A. National Anthem

- B. Video: Taking Care of Our Own: District's Adult Education Team Supports PCS Employees' Goal of Earning a GED***

IV. Introduction of Professional and Community Organization Reps

A. Melanie Marquez Parra- Public Information Officer

V. Presentation by Student Rights and Responsibilities

A. Tarpon Springs High School

VI. Public Comments on Agenda Items

VII. Adoption of Agenda

VIII. Special Order Agenda

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Presented by William Lawrence, Associate Superintendent, Teaching & Learning
Services**

- Presentation of the Proclamation of Newspaper in Education Week (PDF)

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C. Items Introduced by the Board

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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 February 26, 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

PRESENTATION (ID # 3873)

February 26, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Presentation of the Proclamation of "Newspaper in Education" Week, March 4-8, 2013, Presented by William Lawrence, Associate Superintendent, Teaching & Learning Services

Newspaper in Education Week, an initiative of the American Press Institute, is celebrated annually during the first full school week in March. NIE Week 2013 will be celebrated March 4-8, 2013.

Newspaper in Education (NIE) is an international program that encourages the use of the daily newspaper as an instructional classroom tool. Through NIE, newspapers are used with all classroom subjects as a progressive teaching resource for students from primary through adult education levels.

The newspaper provides teachers with contemporary informational texts that engage students and relate academic learning to real-world experiences. Students who learn using the newspaper as an educational resource become lifelong readers, score more highly on standardized tests and grow up to become more informed and engaged citizens.

The Tampa Bay Times Newspaper in Education program is a cooperative effort between schools and the Times to encourage the use of newspapers as an educational resource. This informational text laden resource serves as a living textbook for all students. NIE serves educators and students throughout Tampa Bay by providing class sets of newspapers, curriculum supplements, teacher guides, educator workshops and many more resources to classrooms at no cost to schools, teachers or students.

SUBMITTED BY:

William Lawrence, Associate Superintendent, Teaching & Learning Services

ATTACHMENTS:

- Presentation of the Proclamation of Newspaper in Education Week (PDF)

Proclamation Acknowledging
"Newspaper in Education Week"

The School Board of Pinellas County
Largo, Florida

WHEREAS, research tells us that the best way to help children discover the joy of reading and become lifelong readers is to involve them early and often; and

WHEREAS, helping a child learn and love to read is the ultimate goal to improve students' chances for success in school and beyond; and

WHEREAS, research shows that students who learn using the newspaper as an educational resource are more likely to become lifelong readers, score more highly on standardized tests, learn to think critically and develop into more informed and engaged citizens as adults; and

WHEREAS, Newspaper in Education (NIE) is an international program that encourages the use of the daily newspaper as a progressive teaching resource for students from primary through adult education levels.

WHEREAS, for over twenty-five years, the Tampa Bay Times Newspaper in Education program has been a community partner, serving educators, students and families by providing funded newspapers, companion materials and instructional support; and

WHEREAS, the American Press Institute commemorates and celebrates Newspaper in Education Week annually during the first full school week in March;

THEREFORE BE IT RESOLVED that the Pinellas County School Board is pleased to commemorate Newspaper in Education Week 2013 and encourages parents, students and teachers to read the newspaper daily in school and at home to enhance and enrich their lives.

Adopted at the regular session of the School Board meeting held on this 26th day of February, 2013.

THE SCHOOL BOARD OF PINELLAS
COUNTY, FLORIDA

By: _____
Chairperson

Attest: _____
Superintendent

02/26/13 05:30 PM

Regular School Board Meeting301 Fourth Street SW
Largo, FL 33770**Pinellas County
Schools****SCHEDULED****PRESENTATION (ID # 3874)**

February 26, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Presentation of the Proclamation from Governor Rick Scott of Career and Technical Education Month, February, 2013, Presented by David Barnes, Executive Director, Career, Technical and Adult Education

Governor Rick Scott recognizes the state of Florida's observance of Career and Technical Education month for February 2013. The theme for this year's recognition is "Career and Technical Education Works!"

Career and technical education programs serve as the foundation of a strong, continuously educated workforce and contribute to America's leadership in an ever-changing international marketplace. Career and technical education programs, centers of excellence and all of the Academies of Pinellas provide secondary students the skills to pursue all levels of postsecondary education, or enter the workforce or the military after graduation. In addition, our postsecondary career and technical education programs at our technical centers provide opportunities for career training, updating skills, pursuing advanced career opportunities and continuing workforce education in over 40 career areas. In addition to contributing to a skilled, self-sufficient citizenry for our existing corporate community, the quality of Pinellas County Career and Technical Education's services and programs serve as an attractor for many new and growing industries in the Tampa Bay area which enrich our local economy.

We are proud to recognize February as National Career and Technical Education Month.

SUBMITTED BY:

William Lawrence, Associate Superintendent, Teaching and Learning Services

ATTACHMENTS:

- Presentation of the Proclamation from Gov. Rick Scott of Career and Technical Education Month(PDF)



RICK SCOTT
GOVERNOR

CAREER AND TECHNICAL EDUCATION MONTH

WHEREAS, profound economic and technological changes in our society place more challenging responsibilities on our education system; and

WHEREAS, the efforts of career and technical educators, businesses and industries stimulate our local economy and nation, by preparing graduates for careers that are projected to experience the largest and fastest growth in the next decade; and

WHEREAS, career and technical education serves as the backbone of a strong, well-educated workforce and contributes to America's leadership in the international marketplace; and

WHEREAS, more than 570,000 secondary job preparation and postsecondary career and technical education students in Florida engage in this type of meaningful education; and

WHEREAS, secondary schools, 28 Florida Colleges and 47 technical centers offer career and technical education courses that help students experience practical application of their skills and award more than 45,000 industry certifications; and

WHEREAS, more than 187,000 secondary career and technical education students are enrolled in one of Florida's more than 1,500 registered Career and Professional Education Academies; and

WHEREAS, career and technical education offers individuals lifelong opportunities to learn new skills, providing advanced career choices and job satisfaction;

NOW, THEREFORE, I, Rick Scott, Governor of the State of Florida, do hereby extend greetings and best wishes to all observing February 2013 as ***Career and Technical Education Month***.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed at Tallahassee, the Capital, this 22nd day of January, in the year two thousand thirteen.


Governor


THE CAPITOL
TALLAHASSEE, FLORIDA 32399 • (850) 488-2272 • FAX (850) 922-4292

SCHEDULED

PRESENTATION (ID # 3872)

February 26, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Presentation of the Proclamation of Black History Month, February, 2013,
Presented by Linda Whitley, Specialist, K-12 Social Studies

Pinellas County Schools celebrates the many achievements and contributions of local, state, and national African American figures throughout the year and particularly during African American History Month. Specific African American history curriculum resources are provided by the Social Studies Department to all schools. Principals' Multicultural Advisory Committees, under the leadership of Cindy Flora, maintains an African American History page on the PMAC website and continually sends resources to principals and teachers.

Pinellas County Schools annually supports the African American Celebration, held at Heritage Village on the last Saturday of February. On February 22nd PCS will host the Children's Magical Village, also at Heritage Park. Two hundred students from middle and elementary schools will participate in activities highlighting African American heritage at this event.

Recently 26 high school teachers participated in a replication of Freedom Rides under the leadership, of Dr. Raymond Arsenault, author of the *Freedom Riders*. This journey began at the Carter G. Woodson Museum in St. Petersburg with three days of preparation for the historic ride. Courageous Americans who had been part of the "Rides" accompanied the teachers at every stop. In September, Pinellas County Schools also hosted Freedom Rider Rip Patton at thirteen schools and the three community events. Mr. Patton is also returning to Pinellas County this month.

SUBMITTED BY:

William Lawrence, Associate Superintendent, Teaching & Learning Services

ATTACHMENTS:

- Presentation of the Proclamation of Black History Month 2-26-13 (PDF)

**PROCLAMATION
For
National African American History Month
February, 2013**

WHEREAS, The Pinellas County School Board joins Americans throughout the State and nation in recognizing February, 2013 as National African American History Month; and

WHEREAS, The Pinellas County School Board celebrates the many achievements African Americans have made to our community, state, and national cultural diversity, social equality and economic success; and

WHEREAS, Established by American historian Carter G. Woodson, the original celebration of Black History Week was observed on February 12, 1926. In 1976, as part of the nation's bicentennial, the week was expanded to a month; and

WHEREAS, The 2013 theme "At the Crossroads of Freedom and Equality: The Emancipation Proclamation and the March on Washington" honors two important anniversaries in the history of African Americans and the United States. On January 1, 1863, the Emancipation Proclamation set the United States on the path of ending slavery. On August 28, 1963, hundreds of thousands of Americans marched to the memorial of Abraham Lincoln in the continuing pursuit of equality of citizenship and self-determination. It was on this occasion that Martin Luther King, Jr. delivered his celebrated "I Have a Dream" speech; and

WHEREAS, In 1994 and 2002 the Florida Legislature passed legislation to ensure that African and African American History content is taught in schools; the Pinellas County School District continues to take the necessary steps toward the infusion of African and African American History curriculum as part of the content taught and studied in PreK-grade 12; and

WHEREAS, It is appropriate to call upon our schools and the community to observe this month with programs, activities and ceremonies, and for our School Board to recognize and promote these observances district wide; and

NOW THEREFORE, BE IT RESOLVED, that the School Board of Pinellas County do hereby proclaim February, 2013 as: **African American History Month** and adopted this 26th day of February, 2013

THE SCHOOL BOARD OF PINELLAS
COUNTY, FLORIDA

By: _____
Chairperson

Attest: _____
Superintendent

SCHEDULED

PRESENTATION (ID # 3865)

February 26, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Presentation of 2012/2013 County Winners for Outstanding School Volunteers,
Presented by Valerie Brimm, Ed.D., Director, Strategic Partnerships

The following top 14 Outstanding School Volunteers have been selected for their unique contributions and dedication to quality education. They have been selected as outstanding representatives of Pinellas County Schools Volunteer Program. Nominees were selected in three categories: youth, adult and senior from each area (I, II, III, IV and Workforce). The winners from these respective areas are listed below. These volunteers are to be commended.

Area I

Youth: Hannah Gomez – Sunset Hills Elementary School

Adult: Steven Paul Beaty – Dunedin High School

Senior: Agnes Thomas – Dunedin Elementary

Area II

Youth: Viktourea Hamill – Ridgecrest Elementary School

Adult: Kelly Violante – Ridgecrest Elementary School

Senior: James Larmore – Lake St. George Elementary School

Senior: Muriel Antonakes – Eisenhower Elementary School

Area III

Youth: Kyle Fagan – Brooker Creek Elementary School

Adult: Kelly Scott – Osceola Middle School

Senior: Michael Waddell – Mk Rawlings Elementary

Area IV

Youth: Sarah Ferrell – Cross Bayou Elementary School

Adult: Jonathan Seth Silverman – Clearwater High School

Senior: Lyndanette Jackson – Cross Bayou Elementary School

Workforce Development

Senior: Michael Chambers – Palm Harbor Community School

SUBMITTED BY:

William Lawrence, Associate Superintendent, Teaching and Learning Services

SCHEDULED

RECOGNITION (ID # 3867)

February 26, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Recognition of Young Hero Awards, Presented by Valerie Brimm, Ed.D.,
Director, Strategic Partnerships

Young Hero Award winners distinguish themselves in many ways. They have overcome homelessness to excel in academics. They have raised thousands of dollars for cancer research. They have nursed sick parents and siblings. They have given back hundreds of community service hours to help others who could not help themselves. This represents just a few of our past Young Hero Award recipients.

This month we will honor three students for 1st semester; Michelle Yongue, Alian Collazo, and Hannah Arthur. These students have demonstrated excellence through their contributions to the community and by their deeds and strength of character. They will be recognized through video, print and web. Through the generosity of Robert McIntyre, chairman and CEO of DITEK, , the Young Heroes Award recipients will receive a \$500 gift card. Joining us today for this presentation representing DITEK is Melissa McIntyre Lostraglio.

SUBMITTED BY:

William Lawrence, Associate Superintendent, Teaching and Learning Services

02/26/13 05:30 PM

Regular School Board Meeting301 Fourth Street SW
Largo, FL 33770**Pinellas County
Schools****SCHEDULED****PRESENTATION (ID # 3868)**

February 26, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Presentation of Teacher Recipients of World Languages State Awards
Presented by Jan Kucerik, Specialist, PreK-12 World Languages

- We are pleased to present outstanding Pinellas teachers of world languages who were recognized by the Florida Foreign Language Association, Inc. at their annual fall conference.
 - Pamela Benton, teacher of French and Spanish for Hospital Homebound, was selected by the Florida chapter of the American Association of Teachers of Spanish and Portuguese as the state's Spanish teacher of the year. Ms. Benton has been a Spanish teacher at a number of Pinellas schools, including Sixteenth Street Middle School, Dunedin Highland Middle School, Meadowlawn Middle School, Boca Ciega High School and Pinellas Virtual School. She has also taught in Korea and is a former Nagano, Japan exchange teacher. We are very proud of Pam and all she does to support and promote world language programs.
 - Ofelia Motta Montoya, Spanish teacher at Perkins Elementary, is the state's 2012-13 Early Language Teacher of the Year. Before beginning at Perkins, Ms. Motta Montoya taught Spanish at Safety Harbor Middle School.
- The Hall of Fame is reserved to honor teachers who have repeatedly made outstanding contributions to the profession. Florida Foreign Language Association, Hall of Fame inductees are;
 - Lillian Lewis, Spanish teacher, Perkins Elementary
 - Sandra Rosado, Spanish teacher, Perkins Elementary
 - Alan Blessing, Latin and German teacher at Northeast High School.

These teachers represent many talented world language teachers in our district. We are pleased to recognize them for their unique accomplishments and thank them for their dedicated service.

SUBMITTED BY:

William Lawrence, Associate Superintendent, Teaching and Learning Services

SCHEDULED

REQUEST FOR APPROVAL (ID # 3863)

ATTACHMENTS:

- Regular Meeting 2-12-13 (PDF)

Regular School Board Meeting

Tuesday, February, 12, 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 shared with the public that they may speak to the Board on general topics of the district at this time .

The following individuals presented their comments to the Board:

1. Joyce Aldridge

Ms. Aldridge, a student in the Public Policy and Administration Program St. Petersburg College, addressed the Board to speak to the need for more one-on-one mentors for African/American girls in grades kindergarten through fifth-grade to better ensure their graduation from high school. Ms. Aldridge stated that we must first acknowledge that there is such a need; then, we must aggressively market information to the community; then, we must reach out to pastors within the community to inform and encourage participation in the mentoring; then, we must sponsor a student mentor recruitment informational meeting and volunteer training meetings at one of the community centers; and, next, provide the mentoring opportunity information to parents in that neighborhood. Ms. Aldridge suggested that the final step would be for the district to allocate funds to provide a community liaison who would be directly responsible for recruiting mentors.

2. Joseph C'de Baca

Mr. C'de Baca addressed the Board to encourage the Board to pursue an opportunity to have live-streaming internet television in each of our schools. Mr. C'de Baca demonstrated that he had a product to sell and was cautioned by the Chairperson that his comments must stay with the concept, not the product. Mr. C'de Baca was directed to speak to Mr. Norm Kelton.

3. Mark Klutho

Mr. Klutho addressed the Board to share that he had recently attended the Hillsborough County School Board meeting; and, that there were grammatical errors made by a board member during that meeting. Mr. Klutho stated that parents should be evaluated; and, that the district is still squandering taxpayers' money.

4. Kim Black

Ms. Black, PCTA, addressed the Board to say that PCTA previously brought to the Board's attention the cost of chronic absenteeism by students, those missing twenty-one days or more. Ms. Black shared that Pinellas students made up 13% of that state report; and, that she is receiving reports that some students have already been absent forty days during this school year. Ms. Black stated that the district's policy doesn't have any teeth; and, that she would like an update on this matter.

Attachment: Regular Meeting 2-12-13 (3863 : Approval of Minutes)

There were no additional presentations from the audience; and, this session ended at 10:15 a.m.

Regular School Board Meeting

Tuesday, February, 12, 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 February 12, 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	Present	
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	Present	
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	

Attachment: Regular Meeting 2-12-13 (3863 : Approval of Minutes)

II. Amendments to the Agenda

At this time, the Chairperson shared with the public the following changes that have taken place in the agenda subsequent to its publication seven days ago:

Nonconsent #1 - Additional supporting documents have been added to this item.

Mrs. Cook announced that she has found good cause to amend the agenda and add the documents to this item.

Dr. Grego stated that the following bid is being removed from this agenda:

Consent Item #21, Bid #12-380-300-RA - Milk, Dairy & Juice Products, listed on page 360 and bid found on page 378

Mrs. Cook announced that she has found good cause to amend the agenda by deleting this bid.

III. Invocation

1. ***Pastor Richard Landon, Anona United Methodist Church, 13233 Indian Rocks Road, Largo, FL 33774***

The Invocation was delivered by Pastor Landon.

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 Middle School Concert Band performing the National Anthem.

B. ***Video: Making a Joyful Noise: Students Shine in All County Music Fest***

A video was shown highlighting the All County Music Fest that took place on January 28, 2013; and, included conversations by a mother and daughter who participated in this event.

V. Introduction of Professional and Community Organization Reps

A. ***Melanie Marquez Parra - Public Information Officer***

Ms. Marquez Para introduced the following individuals: Kimberly Black, PCTA; Sonya Roundtree, SEIU/Florida Public Services Union; Cindy Ehrenzeller, PCCPTA; Pat Prisco, Pinellas Arts for a Complete Education Coalition; Cara Fitzpatrick, The Tampa Bay Times; and, Anastasia Dawson, The Tampa Tribune.

Mrs. Cook recognized Mr. Bruce Proud, the new Executive Director for PCTA/PESPA.

At this time, Ms. Marquez Para introduced the Student Rights & Responsibilities Committee representatives from Boca Ciega High School.

VI. Presentation by Student Rights and Responsibilities

A. *Boca Ciega High School*

Tyvon Jackasal and Deitrick Fowler, Students Rights and Responsibilities representatives from Boca Ciega High School, addressed the Board to share information regarding programs and achievements taking place at their school.

VII. Public Comments on Agenda Items

The following individuals addressed the Board to offer their comments on selected agenda items:

1. Rod Sasse

Mr. Sasse, Executive Vice President for Imagine Florida, addressed the Board to speak against the Superintendent's recommendation to deny relief to Imagine in response to the informal hearing held on January 22, 2013.

2. Carolyn Wilson

Ms. Wilson, Principal of Imagine St. Petersburg, addressed the Board to speak against the Superintendent's recommendation to deny relief to Imagine in response to the informal hearing held on January 22, 2013.

3. Erin Kelly

Ms. Kelly, Principal of Imagine North Lauderdale, addressed the Board to speak against the Superintendent's recommendation to deny relief to Imagine in response to the informal hearing held on January 22, 2013. Ms. Kelly stated that Imagine has the capability to turn the St. Petersburg program around.

4. Shawn Arnold

Mr. Arnold, legal counsel for Imagine St. Petersburg, addressed the Board to speak against the Superintendent's recommendation to deny relief to Imagine in response to the informal hearing held on January 22, 2013. Mr. Arnold said that there is no good cause for this Board to move forward with the recommendation for non renewal.

5. Chris Watson

Ms. Watson, Teacher at Imagine St. Petersburg, addressed the Board to speak against the Superintendent's recommendation to deny relief to Imagine in response to the informal hearing held on January 22, 2013. Ms. Watson shared information related to learning gains.

6. Becky Britto

Ms. Britto, Assistant Principal and Curriculum Specialist for Imagine St. Petersburg, addressed the Board to speak against the Superintendent's recommendation to deny relief to Imagine in response to the informal hearing held on January 22, 2013. Ms. Britto shared that she was part of the Imagine team in Manatee County; and, stated that Imagine St. Petersburg has a team now that can move this school forward.

7. Rev. Pierre Williams

Rev. Williams addressed the Board to speak against the Superintendent's recommendation to deny relief to Imagine in response to the informal hearing held on January 22, 2013. Rev. Williams stated that the parents are engaged in all aspects of the educational program at Imagine; that the community is ready to assist the school; and, that they are ready to institute parent programs.

8. Darrin Everage

Mr. Everage, Kindergarten Teacher, accompanied by another teacher from Imagine St. Petersburg, addressed the Board to speak against the Superintendent's recommendation to deny relief to Imagine in response to the informal hearing held on January 22, 2013. The teachers shared that they have set up tutoring opportunities for the students, one part focused on math and the other on reading.

9. Patricia Schmidt

Ms. Schmidt, Teacher, along with three students from Imagine, addressed the Board to speak against the Superintendent's recommendation to deny relief to Imagine in response to the informal hearing held on January 22, 2013. Ms. Schmidt stated that the new environment made her want to return to Imagine this school year; that she is now able to teach her students; and, that there is now a lot of collaboration among the staff. Three students shared Ms. Schmidt's time to read their comments urging the Board not to close their school.

10. Alison Rhodes

Ms. Rhodes, School Librarian and mother of student at Imagine St. Petersburg, addressed the Board to speak against the Superintendent's recommendation to deny relief to Imagine in response to the informal hearing held on January 22, 2013. Ms. Rhodes shared that her daughter is excelling in school; and, requested that the Board allow Imagine to remain open for her daughter and for her job to continue.

11. Ellen Rhodes

This name was incorrectly entered during the sign-in process.

Ms. Ellen Bolin, Teacher at Imagine St. Petersburg, addressed the Board to speak against the Superintendent's recommendation to deny relief to Imagine in response to the informal hearing held on January 22, 2013. Ms. Bolin shared that she was teacher of the year for Imagine, and most recently named Imagine West Florida Teacher of the Year. Ms. Bolin shared information on the background of the students she serves and on the materials that are taught to these students.

12. Kanae Drayton

Kanae, student at Imagine St. Petersburg, addressed the Board to request that the Board not close her school. Kanae shared information on how the students at Imagine are taught and stated that Imagine is a fun school. Kanae stated that Imagine should remain open because there is not another school that works as hard as they do.

13. Keivyon Howard-Green

Keivyon, student at Imagine St. Petersburg, addressed the Board to request that the Board not close her school. Keivyon stated that the teachers at Imagine are dedicated to the students; and, that closing the school would be a mistake.

14. Amanda Lewis

Amanda, an eighth-grade student at Imagine, addressed the Board to request that the Board not close the Imagine St. Petersburg elementary charter. Amanda shared that she did not care about her education before attending Imagine; but, that by attending Imagine, she actually started to like school and her grades improved.

15. Atianna Williams

Atianna, with the assistance of a teacher, addressed the Board to say that she loves Imagine because she receives all A's and that it is her school.

16. Lacie McKinnie

Ms. McKinnie was not present when called.

17. Samantha Stout

Ms. Stout, Business Manager for Imagine St. Petersburg, addressed the Board to speak against the Superintendent's recommendation to deny relief to Imagine in response to the informal hearing held on January 22, 2013. Ms. Stout shared that the school was improving under the new leadership of Ms. Wilson and Ms. Britto; and, that parents were still enrolling their children in Imagine St. Petersburg even after the negative press it has received.

18. Terrance Tomlin

Mr. Tomlin, Marketing Manager and Enrollment Coordinator for Imagine St. Petersburg, addressed the Board to speak against the Superintendent's recommendation to deny relief to Imagine in response to the informal hearing held on January 22, 2013. Mr. Tomlin stated that Imagine St. Petersburg is a choice for parents; and, if they are not satisfied with it, their choice not to have their children attend will close the school.

19. Melissa Arnold

Ms. Gross-Arnold, legal counsel for Imagine St. Petersburg, addressed the Board to speak against the Superintendent's recommendation to deny relief to Imagine in response to the informal hearing held on January 22, 2013. Ms. Gross-Arnold stated that Imagine has performed as well or better than the surrounding schools, in spite of the fact that they did not receive the \$750,000 to \$1 million of state funds, part of the federal stimulus bill that they should have received.

20. Archbishop Clarence Davis

Arch Bishop Davis addressed the Board to speak against the Superintendent's recommendation to deny relief to Imagine in response to the informal hearing held on January 22, 2013. Arch Bishop Davis offered the compromise that if the Board would allow them to remain open, and should the school receive another failing grade, Imagine will not submit another renewal of the charter to the district for consideration.

21. Vatasha Maxwell

Ms. Maxwell addressed the Board to speak against the Superintendent's recommendation to deny relief to Imagine in response to the informal hearing held on January 22, 2013. Ms. Maxwell requested that the Board allow the new principal an opportunity to improve the school.

22. Mark Klutho

Consent Items #14 and #15 - Mr. Klutho stated that both of these items deal with HVAC and that these dollars are going up in smoke and not to the children of this county.

At the request of Mrs. Cook, Mr. Bessette provided an explanation of the dollar figures contained in both items.

VIII. Adoption of Agenda

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

IX. Special Order Agenda**X. Unfinished Business****XI. Consent**

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

1. Approval of Minutes: to Approve the Minutes of the Regular Meeting of January 29, 2013; And, the Workshop of January 22, 2013
Approved, as submitted.
2. Request Approval of Personnel Recommendations
Approved, as submitted.
(Copy to be found in Supplemental Minute Book #148)
3. Request Approval to Change the May 14, 2013, and May 28, 2013, School Board Meeting Dates to May 7, 2013, and May 21, 2013, Respectively, and Change the Times of the November 12, 2013, Regular School Board Meeting and Organizational Meeting
Approved, as submitted.
4. Request Approval of the Recommendation to Dismiss Ms. Billie Combs, Bus Driver, Transportation Department
Approved, as submitted.
(Copy to be found in Supplemental Minute Book #148)
5. Request Approval of Budget Amendment No. 3 (November 2012) to the District's 2012/2013 Budget
Approved, as submitted.

6. Request Approval of the Financial Statements for the Month Ending November 30, 2012 for Fiscal Year 2012/2013
Approved, as submitted.
7. Request Approval of the Baseball Field Lighting Renewal Agreement with the City of Tarpon Springs Use of Tarpon Springs High School Baseball Fields
Approved, as submitted.
(Copy to be found in Supplemental Minute Book #148)
8. Report to the School Board of Facility Leases, Joint-Use Activities, and Other Community Uses Processed by the Real Estate Department During the Second Fiscal Quarter 2012/2013
Approved, as submitted.
9. Request Approval of Agreement with Roof Engineering Associates, Inc. for Engineering and Contract Administration Services in Connection with Roof Refurbishment on Building 1 and the Adjoining Covered Walkways in the Amount of \$26,330 at Bardmoor Elementary School, Project No. 9045
Approved, as submitted.
(Copy to be found in Supplemental Minute Book #148)
10. Request Approval of Agreement with EMK Consultants of Florida, Inc. for Engineering Services and Contract Administration Services to Repair And/Or Replace the Sanitary Sewer System in the Amount of \$89,995 at Clearwater High School, Project No. --9113
Approved, as submitted.
(Copy to be found in Supplemental Minute Book #148)
11. Request Approval of Agreement with Fleischman and Garcia Architects and Planners, A.I.A., P.A. for Architectural Services and Contract Administration Services to Replace the Sanitary Sewer Pipes and Renovate Restrooms for Accessibility in the Amount of \$87,254 at Oakhurst Elementary School, Project No. 9084
Approved, as submitted.
(Copy to be found in Supplemental Minute Book #148)
12. Request Approval of Agreement with Creative Contractors Inc. for Construction Management Services in Connection with Windows, Storefront, Exterior Doors and Roof Replacement for Building 1 and Painting of Campus in the Amount of \$2,080,207 at Osceola Fundamental High School, Project No.9049
Approved, as submitted.
(Copy to be found in Supplemental Minute Book #148)
13. Request Approval of Agreement with Fleischman and Garcia Architects and Planners, A.I.A., P.A., for Architectural Services and Contract Administration Services to Replace the Sanitary Sewer Pipes and Renovate Restrooms for Accessibility in the Amount of \$87,031 at Ponce De Leon Elementary School, Project No. 9089
Approved, as submitted.
(Copy to be found in Supplemental Minute Book #148)

14. Request Approval of Agreement with Creative Contractors Inc. for Construction Management Services in Connection with Replacement of Windows, Storefronts, Doors, Hardware Casework, Lighting and Heating, Ventilation and Air Conditioning (HVAC) Systems Upgrades, and Setup of Temporary Portable Classrooms in the Amount of \$1,911,266 at Skyview Elementary School, Project No. 9027
Approved, as submitted.
(Copy to be found in Supplemental Minute Book #148)
15. Request Approval of Agreement with Walbridge for Construction Management Services in Connection with Renovations to Heating, Ventilation and Air Conditioning (HVAC), Electrical Distribution, Ceiling Grid Replacement, Lighting Replacement, Site Lighting Replacement and the Installation of Portable Classrooms for Use During Construction in the Amount of \$5,936,990 at Tarpon Springs Middle School, Project No. 9095
Approved, as submitted.
(Copy to be found in Supplemental Minute Book #148)
16. Request Approval of Agreement with EMK Consultants of Florida, Inc. for Engineering Services and Contract Administration Services to Repair And/Or Replace the Sanitary Sewer in the Amount of \$62,195 at Tyrone Middle School, Project No. --9097
Approved, as submitted.
(Copy to be found in Supplemental Minute Book #148)
17. Request Acceptance of Substantial Completion for Heating, Ventilation and Air Conditioning and Lighting Renovation as of October 19, 2012 at Southern Oak Elementary School, Project No. 9315
Approved, as submitted.
(Copy to be found in Supplemental Minute Book #148)
18. Second Quarter Submittal of Change Order Summaries
Approved, as submitted.
19. Request Approval of Selling the District's Surplus and Obsolete Equipment on the PublicSurplus.Com Internet Auction Site
Approved, as submitted.
20. Request Approval of Vehicle Use Agreement to a Non-Profit Organization for a Period of One Year
Approved, as submitted.
(Copy to be found in Supplemental Minute Book #148)
21. Request Approval of Bids to Vendors at Prices in Bid Documents in Accordance with Bid Policies and Statutes
Approved, as amended during II. Amendments to the Agenda.
(Copy to be found in Supplemental Minute Book #148)

XII. Nonconsent

1. Request Denial of Relief to Imagine Pinellas County, LLC, in Response to the Informal Hearing Held on January 22, 2013

Dr. Grego stated that the children who attend this charter are our children; and, that this Board has the responsibility to care for and protect their rights to a high-quality education. Dr. Grego provided a brief history of this charter since it was first approved by the School Board; and, stated that his recommendation remains to deny relief and recommend a non-renewal of this charter. Comments followed by Mrs. Lerner, Ms. Flowers and Mrs. Cook. Mrs. Lerner clarified in her comments that she was not, at this time, voting to close the school but to approve the Superintendent's recommendation to send this to a hearing and then act upon the recommendation resulting from that hearing. Ms. Flowers emphasized the right that children have to a fair and equitable education; and, that the real question is whether or not these children are learning. Mrs. Cook voiced her agreement with both Mrs. Lerner and Ms. Flowers; and, stated that she will look at the facts that are returned from the administrative hearing.

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

2. Setting a Public Hearing and Authorizing the Advertisement of the Public Hearing to Consider the Amendment to Policy 1140.01 – DELEGATION TO SUPERINTENDENT-DISCIPLINARY SUSPENSION WITHOUT PAY AND PROBATIONARY DISMISSAL, Policy 3140.01 – DELEGATION TO SUPERINTENDENT DISCIPLINARY SUSPENSION WITHOUT PAY, PROBATIONARY DISMISSAL, and RETURN TO ANNUAL CONTRACT, and Policy 4140.01 – DELEGATION TO SUPERINTENDENT- DISCIPLINARY SUSPENSION AND PROBATIONARY DISMISSAL (This is the First Reading.)

Dr. Grego and Ms. Dart provided a brief overview of the proposed policy amendments; and, stated that the Board had discussed these items during a previous workshop.

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

3. Request Approval of School Opening and Closing Times for 2013-2014

Dr. Grego presented the recommendation for opening and closing times for the 2013-14 school year; and, stated that he will continue to look at bell times to see where there might be improvements.

Mrs. Lerner stated that if the district could ever go to a two-tiered system and remain within our budget constraints, an effort could be made to improve the times for high school and middle school students.

Mrs. Krassner encouraged Dr. Grego to receive input from all stakeholder groups before recommending any changes. Dr. Grego shared that during his recent parent cadre meetings, parents seem to be equally split on this topic.

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

4. Request Approval of Memorandum of Understanding Regarding District Monitoring and Advisory Committee Between the Parties in the Bradley Case

Mr. Koperski stated that this recommendation was requested by those representing the plaintiffs in the Bradley case and that the Board should expect to see recommendations coming to them from DMAC for changes in the by-laws, which will take the form of policy changes.

(Copy to be found in Supplemental Minute Book #148)

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

XIII. New Business

A. *Items Introduced by Superintendent*

Dr. Grego's report included the following:

- 1) Shared that he attended the Scholastic Art Awards last Wednesday at Gibbs High School where nearly 230 Pinellas County students in seventh through twelfth grades were honored. Dr. Grego shared some details related to this award; and, stated that this is the nation's longest running, prestigious educational initiative supporting student achievement in visual and literary arts.
- 2) Shared that he attended the Skills USA competition last Wednesday and Thursday at pTEC - Clearwater and St. Petersburg campuses, where more than 500 students from Pinellas, Pasco and Hillsborough counties competed in the two-day competition. The winners from the regional competition will advance to the state competition to be held in Pensacola on April 28th.
- 3) Thanked the Education Foundation and the School Board for the Business Partnership Award reception held on January 30th at the Stavros Institute.
- 4) Shared that the Foundation will hold their annual Evening of Excellence at Ruth Eckerd Hall on February 25th. Dr. Grego stated that the winners at the county level will represent Pinellas in the state competition.
- 5) Shared that he attended an interesting event at Bauder Elementary School where the entire student body was involved in the Science Expo held on January 31st. Dr. Grego congratulated that school for all they are doing to promote reading, math and science.

- 6) Expressed his gratitude to Mayor Foster and the City Council for St. Petersburg for honoring our schools in that area of the county that received a school grade of "A" or improved their rating from the previous year. Dr. Grego shared that the principals and assistant principals from those schools received gift bags in recognition of their hard work. Dr. Grego thanked the Mayor for identifying the importance of a quality education in his community.
- 7) Stated that he appeared in front of the Tampa Bay Times editorial board yesterday. Dr. Grego expressed his appreciation to the editorial board for providing him the opportunity to share information on programs and initiatives being put in place to expand learning opportunities, as well as plans for construction that will take place in our district. Dr. Grego welcomed back Cara Fitzpatrick after giving birth to a baby girl.
- 8) Shared with the Board a Proclamation provided to the district by Mayor Foster.

B. Items Introduced by School Board Attorney

Mr. Koperski's report included the following:

- 1) Stated that with the Board's vote today on Imagine St. Petersburg, they are now fully in their quasi-judicial capacity; and, should not have conversation with any district administration or staff or Imagine representatives regarding the matter going before DOAH. Mr. Koperski will be forwarding an e-mail to the Board to expand on this directive.

C. Items Introduced by the Board

Ms. Flowers - 1) Thanked the Board Members and Dr. Grego for their support in the acknowledgements of the passing of Vyrle Davis. Ms. Flowers stated that Mr. Davis was a wonderful man who was all about education. 2) Shared that we just lost another icon in the passing of Elder Clarence Welch, uncle of County Commissioner Ken Welch. 3) Shared that she has been working with a group of middle school girls to expand their abilities in the areas of speech and writing. Ms. Flowers shared that their presentations will be made on February 19th at the Enoch Davis Center. 4) Shared that she served on a panel with Dr. Ray Arsenault and others, dealing with the history of civil rights and areas of discrimination that may be continuing. 5) Thanked staff for having responded so quickly to her many requests. 6) Complimented the Principal, the staff and Area Superintendent for Bay Point Middle for doing a wonderful job in getting control of the situation at that school.

Mrs. Wikle - 1) Stated that she had forwarded to the Board through Mrs. Beaty an article contained in the Bauer newsletter regarding dual enrollment. Mrs. Wikle announced that Dr. Grego and she will be going this evening to the German-American Chamber of Commerce where there will be a presentation on dual enrollment and where it is headed in Florida. 2) Stated that the climate survey is coming out today for 48 hours. Mrs. Wikle stated that she wants to be sure all employees are aware of this; and, questioned whether there are members of the district's staff that will not have the opportunity to complete the survey. Dr. Grego stated that all should have access to the survey. 3) Questioned whether the state compensates us for Common Core training. Dr. Grego said they do. 4) Gave a "shout-out" to Mr. Bessette and the Transportation Department team for their commitment to doing what the Board has asked in getting more dollars out of transportation and into the classroom, while keeping our students safe. 5) Complimented the Pro Ed Development Department for the improvements made in the evaluation system for teachers.

Mrs. Krassner - 1) Shared that she attended the Future Business Leadership of American event at The First Presbyterian Church. Mrs. Krassner stated that it is always amazing to see the teacher involvement and this great group of students. Mrs. Krassner thanked the many judges who were there to help make it successful. 2) Stated that she is excited about the Summer Bridge Program, a program that will make a difference in so many of our students. 3) Acknowledged the passing of Vyrle Davis. Mrs. Krassner stated that another icon of the district, Mr. Hugh Kriever, passed away; and, that the funerals for both gentlemen were held on the same day. Mrs. Krassner stated that the our thoughts and prayers go out to those families.

Ms. Clark - 1) Stated that the presentation made earlier in this meeting by the Student Rights & Responsibilities representatives made her wonder how many of our schools have not yet received updated technology, Smartboards, etc. Ms. Clark requested an update on this issue. 2) Stated that the article on the Summer Bridge Program in this morning's paper stated that Ms. Flowers represents a specific area of schools. Ms. Clark stated that she wanted to clarify for the public that all Board Members, once elected, represent all the schools and students of this county.

Mrs. Lerner - 1) Referencing a comment earlier regarding the climate surveys, stressed the need to assure employees that this survey is confidential, that all employees should have the opportunity to complete the survey and that the employees should feel free to put down opportunities they see that need improvement. Mrs. Lerner stated that for many years, bus drivers, food service personnel, etc., were not involved in the survey; and, that some of those employees do not have access to computers in order to complete an electronic survey. Mrs. Lerner requested that the survey also be made available in paper copy; and, requested that the survey possibly be extended beyond the two days. 2) Referencing the attendance issue expressed by Kim Black, requested that the Board receive the updated data by school for their further review and discussion. 3) Announced that there is finally a working icon on our website for our television channel. Mrs. Lerner stated that there is much good information provided through our television station and that it is a great source for training. 4) Encouraged the teachers not to let VAM be their identity.

Mrs. O'Shea - 1) Reaffirmed Ms. Clark's clarification that the Board Members, once elected, represent the entire district. 2) Shared that several years ago, she worked with Vyrle Davis on various committees following his retirement. Mrs. O'Shea stated that it was through Mr. Davis that she met Elder Clarence Welch. Mrs. O'Shea stated that they were both very interesting; and, that it was her pleasure to meet and work with them both.

Mrs. Cook - 1) Shared that it was wonderful to have the opportunity to celebrate the lives of both Mr. Davis and Mr. Kriever this past weekend. Mrs. Cook stated that it was also very interesting to see many of our retired school personnel who shared how their lives were impacted by either Mr. Davis or Mr. Kriever. 2) Shared that she represented the Board last evening on the website redo committee. Mrs. Cook requested that Board Members wishing to have input in this initiative forward their comments to her. Mrs. Lerner shared that when she goes to many of the school websites to view their school improvement plan, she finds that the plans are only available through the state's website. Mrs. Lerner stated that her other suggestion would be that a link to the wonderful magnet and career program brochures be placed on the elementary, middle or high school's websites. 3) Stated that there was a cohort

study performed regarding the arts participation and performance; and, that the Board had received the study electronically. Mrs. Cook stated that this document demonstrates why the Board supported the referendum. Mrs. Cook shared that additional information may be found at www.cfaefl.org.

D. Review of Board Requests

Mr. Bessette offered the following summary of requests presented during this meeting:

- 1) Efforts will continue to compress bell times;
- 2) An update will be provided to the Board regarding the schools still in need of a technology update, i.e., Smartboards;
- 3) The climate survey will be provided in a paper form for those groups of employees, bus drivers, cafeteria workers, plant operators, etc., who do not have access to a computer copy; and,
- 4) A follow-up will be done regarding the student attendance issue.

E. School Board Meeting Evaluation

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

Pluses

- R F on time
- Chair's handling of crowd
- Behavior of kids during meeting
- Efficient meeting
- More targeted Board Reports
- Heads Up from Superintendent on important issues

Opportunities

- Sign-up glitches

XIV. Adjournment

There being no further business to be brought before the School Board, this meeting adjourned at 12:48 p.m.

Chairperson

Superintendent and Ex Officio Secretary

Public Comments

There were no speakers signed up to speak during this time.

SCHEDULED

REQUEST FOR APPROVAL (ID # 3862)

ATTACHMENTS:

- Feb 26 2013 FINAL HR Board Agenda Sets A & B (PDF)

Set A

MEMORANDUM

February 26, 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

Leaves of Absence	2	A
Termination		
Resignation	1	A

Instructional

Appointments of Probationary Contract	24	1-2
Contract Changes	2	2
Leaves of Absence	11	2-3
Terminations		
Resignations	6	3-4
Retirements	10	4-5
Adjustments	3	5
Payment of Contracted Services	6	6
Substitute Appointments	10	6-7
Extended Learning Appointments	119	7-11
Part Time Hourly	9	11
Teaching Out of Field	54	12-15

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: Feb 26 2013 FINAL HR Board Agenda Sets A & B (3862 : Request Approval of Personnel Recommendations)

RECOMMENDATION OF SUPERINTENDENT
ON ADMINISTRATIVE PERSONNEL

2012/2013

February 26, 2013

ADMINISTRATIVE LEAVES OF ABSENCE

NAME	POSITION	DATES	REASON
Downes, Jessica M.	Assistant Principal, Ozona Elementary	01/25/13 – 04/24/13	Maternity/ FMLA
Hawthorne, Ija E.	Assistant Principal/Coordinator Magnet Program, Gibbs High	01/07/13 – 02/19/13	Illness/FMLA

ADMINISTRATIVE TERMINATION

NAME	POSITION	EFFECTIVE DATE

Resignation

McMullen, Christie L. (W)	Assistant Principal, International Baccalaureate Program, Palm Harbor University High	February 12, 2013

RECOMMENDATION OF SUPERINTENDENT ON
INSTRUCTIONAL PERSONNEL

2012/2013

February 26, 2013

APPOINTMENTS OF PROBATIONARY CONTRACT

NAME OF TEACHER	COST CENTER	GRADE/SUBJECT	BEGINNING DATE
Buffaloe, Tiffany M. (W)	Countryside High	Alternative Education	01/24/13
Campbell, Amanda N. (W)	Melrose Elementary	Elementary	02/04/13
Carter, Rachel A. (W)	Blanton Elementary	Pre K Handicapped	01/31/13
Dean, Elizabeth K. (W)	Osceola High	Music	01/07/13
Duncan, Heather B. (W)	Fairmount Park Elementary	Elementary	01/30/13
Dyndor, Deborah A. (W)	Carwise Middle	Varying Exceptionalities	02/04/13
Eisenbart, Sara E. (W)	Private School ESE	Varying Exceptionalities (Job Share)	01/22/13
Evans, Amanda M. (W)	Dixie Hollins High	Mathematics	01/28/13
Fryberger, Cristiana N. (W)	Blanton Elementary	Elementary	01/30/13
Furse, Natasha L. (B)	Fairmount Park Elementary	Elementary	02/04/13
Germino-Dave, Indiana M. (A)	Palm Harbor University High	Language Arts	01/22/13
Gurley, Kathleen (W)	Communication Disorders	Speech Correction	02/04/13
Heddens, Barbara T. (W)	Countryside High	Mathematics	01/22/13
Jenkins, Nikita M. (B)	Hamilton Disston	Emotional/Behavioral Disorder	01/25/13

Attachment: Feb 26 2013 FINAL HR Board Agenda Sets A & B (3862 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Instructional Personnel
February 26, 2013
2012/2013 School Year

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APPOINTMENTS OF PROBATIONARY CONTRACT

NAME OF TEACHER	COST CENTER	GRADE/SUBJECT	BEGINNING DATE
Kopacz, Andromache F. (W)	East Lake High	Guidance Counselor	01/30/13
Lindenburg, Christopher R. (W)	Bay Point Middle	Science	01/07/13
Morgan, Kristen A. (W)	Southern Oak Elementary	Elementary	01/28/13
Niesen, Rebekah R. (W)	Safety Harbor Elementary	Emotional/Behavioral Disorder	01/07/13
Paige, Charles F. (B)	Pinellas Secondary	Alternative Education	02/04/13
Roe, Lorie A. (W)	Pinellas Park High	Mathematics	01/28/13
Romano, Robert J. (W)	Dixie Hollins High	Mathematics	01/28/13
Spicer, Melissa R. (W)	Sutherland Elementary	Elementary	01/16/13
Swisher, Jeffery C. (W)	Hamilton Disston	Emotional/Behavioral Disorder	02/04/13
Zuber, Dyan E. (W)	Madeira Beach Fundamental	Guidance Counselor	01/31/13

CHANGE OF CONTRACT STATUS

NAME	COST CENTER	TO	FROM	EFFECTIVE DATE
Baker, Amy K. (W)	Psychological Services	6/7 Contract	4/7 Contract	01/22/13
Day, Nancy M. (W)	Private School ESE	Job Share (10 Months)	Full Time (10 Months)	01/22/13

Attachment: Feb 26 2013 FINAL HR Board Agenda Sets A & B (3862 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Instructional Personnel
February 26, 2013
2012/2013 School Year

3

LEAVES OF ABSENCE

NAME OF TEACHER	COST CENTER	DATES	REASON
Albritton, Tracy A.	Belleair Elementary	01/07/13-02/28/13	Illness
Bondio, Christine V.	Southern Oak Elementary	01/18/13-06/07/13	Adoption/FMLA
Cannon, Martha D.	East Lake High	01/22/13-04/26/13	Illness/FMLA
Forgione, Leanne M.	Madeira Beach Fundamental	01/31/13-06/07/13	Personal
Hancock, Jennifer P.	Seventy-Fourth Street Elementary	01/07/13-04/05/13	Maternity/FMLA
Hodges, Dana R.	Cypress Woods Elementary	01/22/13-04/19/13	Maternity/FMLA
Jackson, Cheryl L.	Campbell Park Elementary	01/16/13-03/18/13	Illness
Neel, Cynthia L.	Safety Harbor Middle	12/10/12-03/14/13	Illness/FMLA
Norman, Meredith H.	K-12 Guidance	01/29/13-04/26/13	Maternity/FMLA
O'Shields, III, Marshal E.	Osceola Middle	01/22/13-04/19/13	Illness/FMLA
Schaffer, Jennifer D.	Belleair Elementary	01/07/13-04/05/13	Illness/FMLA

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Recommendation of Superintendent on Instructional Personnel
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TERMINATIONS

NAME OF TEACHER	COST CENTER	DATE	REASON
<u>Resignations</u>			
Blackledge, Elizabeth M. (W)	Fitzgerald Middle	01/23/13	Probationary Employee Resignation
Desir, Samuel (B)	Gibbs High	01/17/13	Probationary Employee Resignation
O'Connor, Alison N. (W)	Pinellas Park High	01/25/13	Moving
Sheppard, Roseann (W)	Clearwater High	02/08/13	Health
Williams, Courtney L. (B)	Maximo Elementary	02/14/13	Personal
Yaslowitz, Lorraine S. (W)	Forest Lakes Elementary	02/04/13	Personal
<u>Retirements</u>			
Borris, James T. (W)	School Social Work/Full Service Schools	06/07/13	Retirement from DROP
Grentzer, Edward J. (W)	pTEC/Clearwater	02/12/13	Retirement from DROP
Harle, Robert E. (W)	Seminole High	06/07/13	Normal retirement
Heinlein, Cynthia D. (W)	East Lake High	02/20/13	Retirement from DROP
Hogans, Lorenzo (B)	pTEC/Clearwater	02/07/13	Retired in lieu fo recommendation for dismissal

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TERMINATIONS
(Continued)

NAME OF TEACHER	COST CENTER	DATE	REASON
<u>Retirements</u> (Continued)			
McPhail, Annie M. (W)	Azalea Middle	02/12/13	Retirement from DROP (Retired under investigation)
Murray, Rachel G. (W)	Clearwater High	06/30/13	Retirement from DROP
Ozimok, George S. (W)	Northeast Community	04/01/13	Retirement from DROP
Ruch, Aixa G. (H)	St. Petersburg High	02/04/13	Retirement from DROP
Watts, Milton S. (W)	pTEC/Clearwater	01/18/13	Retirement from DROP

ADJUSTMENTS

NAME OF TEACHER	COST CENTER	ADJUSTMENT
Clark, Julie S.	Dunedin High	Adjustment to the January 15, 2013 Board Agenda, Set A: Leaves of Absence; change end date to 06/07/13 from 01/18/13.
Larkin, Karen L.	Mount Vernon Elementary	Adjustment to the January 15, 2013 Board Agenda, Set A: Leaves of Absence; change end date to 06/07/13 from 01/25/13.
Schroer, Stacy L.	Frontier Elementary	Adjustment to the January 15, 2013 Board Agenda, Set A: Leaves of Absence; change end date to 02/28/13 from 02/01/13.

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PAYMENT TO CONTRACTED SERVICES EMPLOYEES

Funding Source: Band

MEADOWLAWN MIDDLE

Instruct Cello and Double Bass students		
Lehnert, Monrico G	01/01/2013 - 06/01/2013	\$500.00

Funding Source: Internal School Funds

GIBBS HIGH SCHOOL

Assist with production of Romeo and Juliet		
Mesman, Travis G	01/07/2013 - 01/11/2013	\$500.00

PINELLAS PARK HIGH

Florida Comprehensive Assessment Test (FCAT) Liaison		
Knight, Penelope B	02/01/2013 - 03/30/2013	\$1,875.00

Funding Source: Supplementary Education Services Providers

FAMILY & COMMUNITY RELATIONS

Supplemental Education Services Instructor		
Rushing, Latoyia Charmaine	10/15/2012 – 03/27/2013	\$2,700.00

Funding Source: Title 1 Part D

DROPOUT PREVENTION

Mobile Course Credit Recovery Program and after school course/credit recovery program		
Dunn, Edward E	01/11/2013 - 06/01/2013	\$2,808.00
Wardrum, Mark C	01/11/2013 - 06/01/2013	\$2,808.00

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
Alexander, Aimee R	Bangura, Brima S
Belanger, Melissa J	Cook, Michelle A
DiTocco, Robin E	Gillingham, Mary E
Ibs, Sara C	Knaak, David P
Luther, Meghan S	Mavrelis, Barbara K

Recommendation of Superintendent on Instructional Personnel
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SUBSTITUTE APPOINTMENTS

(Continued)

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
McGauran, Shannon C	Patterson, Kristy AW
Ramsey, Matthew C	Saclarides, George
Scheff, Carol A	Smith, Michelle L
Spieler, Weihong F	Walker, IV, Reginald G
Willett, Astevia E	Woodward, Dana R

EXTENDED LEARNING PROGRAM APPOINTMENTS

NAME	COST CENTER
Abernathy, Steven J	Belcher Elementary
Adams, Bonita L	Belcher Elementary
Adeson, Eric R	Curtis Fundamental Elementary
Alderman, Kenneth D	Leila Davis Elementary
Allone, Joie A	Dunedin Elementary
Baggett, Cindy B	North Shore Elementary
Barlow, William G	James B. Sanderlin PK-8
Barto, Denise L	Seminole Elementary
Bennett, Marcia R	Sandy Lane Elementary
Benton, Diana L	Azalea Elementary
Beville, Peggy B	Meadowlawn Middle
Blanchet, Allison I	Seminole Elementary
Bockholt, Kelly E	North Shore Elementary
Bohnet, Bridget L	Clearwater Fundamental Middle
Borland, Cynthia M	Dunedin Elementary
Brindley, William L	Pinellas Central Elementary
Broadbear, Gina N	James B. Sanderlin PK-8

Recommendation of Superintendent on Instructional Personnel
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EXTENDED LEARNING PROGRAM APPOINTMENTS
(Continued)

NAME	COST CENTER
Brown, Darlene M	Leila Davis Elementary
Brown, Jessica J	Oak Grove Middle
Burkholder, Rhonda M	Dunedin Elementary
Bush, Chenese S	Madeira Beach Fundamental
Byers, Suzanne D	Fuguitt Elementary
Calder, Melissa A	Pinellas Central Elementary
Carleton, Manina A	Leila Davis Elementary
Carver, David	Seminole Middle
Cascone, Debra A	Leila Davis Elementary
Chan, Melissa A	Seminole Elementary
Clark, Karen E	Leila Davis Elementary
Clark, Tracy D	Ridgecrest Elementary
Croese, Cynthia L	Seminole Elementary
Cross, Hollie A	Azalea Elementary
Dedert, Melanie S	Sandy Lane Elementary
Dilla, Sarabeth M	Mildred Helms Elementary
Duncan, Troy R	Seminole Middle
Dupre', Catherine A	Seminole Elementary
Earl, Britney D	Seminole Elementary
Esparza, Brian T	Leila Davis Elementary
Eva, Shannon V	Ozona Elementary
Ewald, Gregory E	James B. Sanderlin PK-8
Flynt, Brittany M	Ozona Elementary
Foley, Nancy A	Ozona Elementary
Ford-Liddell, Susan A	Belcher Elementary
Forsyth, Haley M	Lakewood High
Frey, Christin P	North Shore Elementary
Gardner, Sharon H	Ozona Elementary
Gibson, Charrie A	James B. Sanderlin PK-8
Glenn, Cindy Anne	Sandy Lane Elementary
Gosche, Deborah J	Ozona Elementary
Grimm, Vicki J	Seminole Elementary

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EXTENDED LEARNING PROGRAM APPOINTMENTS
 (Continued)

NAME	COST CENTER
Grosch, Evelyn K	Clearwater Fundamental Middle
Harper, Diana L	Dunedin Elementary
Hering, Sheryl L	Ozona Elementary
Hetzendorfer, Eliza J	Leila Davis Elementary
Hill, Tonia D	Walsingham Elementary
Hoffman, Kimberly L	Leila Davis Elementary
Holwerda, Diane L	Seminole Elementary
Hosman, Jacqueline L	Ozona Elementary
Johnson, Erica M	Mildred Helms Elementary
Johnson, Rolanda Sue	Ozona Elementary
Johnston, Kinnan B	Clearwater Fundamental Middle
Joseph, Christine M	Skyview Elementary
Keiderling, Christine D	Brooker Creek Elementary
Kennedy, Tabitha L	James B. Sanderlin PK-8
Kiebzak, Jesse A	Blanton Elementary
Kinney, Lisa D	Sandy Lane Elementary
Koonce, Cynthia M	Dunedin Elementary
Koser, Kari L	Pinellas Central Elementary
Kraft, Deborah M	Seminole Middle
Krillies, Valerie M	Ozona Elementary
Kurleman, Stephanie F	Mildred Helms Elementary
Langrock, Stacy L	Clearwater Fundamental Middle
Leanes, Mary E	Ozona Elementary
Lee, Kathleen A	Azalea Elementary
Lehman, Maria C	James B. Sanderlin PK-8
Leslie, Michelle C	Seminole Middle
Lyons, Melissa	Seminole Middle
Magoulis, Randi S	Ozona Elementary
Maiorana, Michele L	Ozona Elementary
Martinez, David W	Leila Davis Elementary
McLarty, Maryann	Leila Davis Elementary

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EXTENDED LEARNING PROGRAM APPOINTMENTS
(Continued)

NAME	COST CENTER
McRitchie, Sandra M	Oakhurst Elementary
Mucerino, Cynthia B	Seminole Elementary
Mullins, Jennifer M	Sandy Lane Elementary
Nesbitt, Tomeia J	Bear Creek Elementary
Newton, Leslie A	Sandy Lane Elementary
Parent, Elizabeth C	Belcher Elementary
Parker-Van Cleve, Carol A	Oak Grove Middle
Penkethman, Thomas E	Lakewood High
Persky, Linda C	Ozona Elementary
Peterson, Brian M	Dunedin Elementary
Plumery, Ann Marie	Sandy Lane Elementary
Pope-Oriol, Jarnae M	Seminole Elementary
Porter, Jarrod	Seminole Middle
Purdy, Robin P	Ozona Elementary
Putnam, Timothy A	Seminole Middle
Randolph, Luciana C	Sandy Lane Elementary
Robinson, Kristen E	James B. Sanderlin PK-8
Robinson-Allen, Marcia A	Pinellas Central Elementary
Roush, Christina	Dunedin Elementary
Rudolph, Elizabeth G	Seminole Elementary
Russell, Susan M	Mildred Helms Elementary
Rutkoski, Lyza B	Ozona Elementary
Sadock, Bonnie A	Seminole Elementary
Scott, Cory R	Sanders Exceptional
Selevan, Linda A	Dunedin High
Silver, Amy M	Sandy Lane Elementary
Smith, Amanda B	Seminole Middle
Smith, Erin K	Seminole Middle
Steele, Denise L	Sandy Lane Elementary
Taylor, Helen S	Brooker Creek Elementary
Trame, Tracy R	Ozona Elementary

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EXTENDED LEARNING PROGRAM APPOINTMENTS
 (Continued)

NAME	COST CENTER
Turner, Tracy M	Clearwater Fundamental Middle
Tuttle, Ronald G	Pinellas Central Elementary
Valdespino, Donna M	Pinellas Central Elementary
Vehmeier, Mary J	Walsingham Elementary
Williams, Kendall G	Madeira Beach Fundamental
Wudyka, Sarah Marie	James B. Sanderlin PK-8
Yaslowitz, Lorraine S.	Forest Lakes Elementary
Young, Cynthia K	Seminole Elementary

PART-TIME HOURLY APPOINTMENTS

NAME	COST CENTER
Behmer, Janet L	Blanton Elementary
Christian, Karen A	Tyrone Middle
Conrad, Laura M	Mildred Helms Elementary
Davis, Adrienne Rose	Southern Oak Elementary
DeLong, Adrienne J	Mildred Helms Elementary
Hunneman, Kathleen M	Pinellas Central Elementary
McKee, David W	Seventy-Fourth St Elementary
Olivieri, Mary E	Palm Harbor Community
Roszkowski, Jaclyn L	Mount Vernon Elementary

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Recommendation of Superintendent on Instructional Personnel
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TEACHERS OUT-OF-FIELD

The following teachers are teaching English for Speakers of Other Languages (ESOL) 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
Bay Point Elementary	Hale, Leslie R. Morgan, Kimberly J.
Bayside High	Roney, Bridget S. Towery, Kristen R.
Clearwater High	Balcombe, Elizabeth A. Larson, Steffan R. Pizzo, Jr., Samuel E. Strother, Angela R.
Cross Bayou Elementary	Lipham, Tiffany N.
Dixie Hollins High	Gospodinsky, Holly M.
Dunedin Elementary	Kravitz, Deborah E. Niemeyer, Mary A.
Dunedin High	Costantino, Anne M.
East Lake High	Wills, Dawn M.
Gibbs High	Perry, Debra A.
Highland Lakes Elementary	Leach, Kathleen A. Shrum, Cynthia L. Valentine, Bernidine S.

Recommendation of Superintendent on Instructional Personnel
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TEACHERS OUT-OF-FIELD
English for Speakers of Other Languages (ESOL)
(Continued)

COST CENTER	TEACHER
High Point Elementary	Fanslow, Leanna M.
James B. Sanderlin PK-8	Cagle, Lilia M. Jenkins, Rebecca L.
Lakewood Elementary	Ziehl, Emily A.
Lake St. George Elementary	Chaboudy, Linda S. Cicero, Laurie A. Colen, Jil S. Supper, Karen B.
Largo Middle	Erskin, Kevin
Leila Davis Elementary	Christodoulakis, Efstathia Guy, Edward F.
Melrose Elementary	Gould, Marla K.
Northeast High	Lynch, Paul L.
Oak Grove Middle	Mikule, Stephanie A.
Oakhurst Elementary	Fulle, Michelle L.
Oldsmar Elementary	Yodis, Mary E.
Palm Harbor Middle	Schueler, Darlene M.
Palm Harbor University High	Dave, Indiana M. Villantihenderson, Ada E.

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Recommendation of Superintendent on Instructional Personnel
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TEACHERS OUT-OF-FIELD
 English for Speakers of Other Languages (ESOL)
 (Continued)

COST CENTER	TEACHER
Perkins Elementary	Young, Geraldine
Pinellas Central Elementary	Nylund-McHale, Nancy R.
Pinellas Park Elementary	Delaney, Michelle A.
Pinellas Secondary	Miller, Marcine M. O'Brien, Irene T.
Plumb Elementary	Evers, Linda S.
Ponce de Leon Elementary	Rossi, Donna
Ridgecrest Elementary	Willis, Stephanie L.
Safety Harbor Elementary	Webb, Sarah E.
Sandy Lane Elementary	Silver, Amy M.
Seminole Middle	Giroud, Casey E.
Tarpon Springs Elementary	Tumbusch Coppenra, Maggie F.
Tarpon Springs High	Mac Quarrie, Karol P.
Woodlawn Elementary	Feltz, Shirley V.

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Recommendation of Superintendent on Instructional Personnel
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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 Buffaloe, Tiffany M.	Middle Grades Integrated Curriculum
Hamilton Disston Jenkins, Nikita M.	Elementary Education
Meadowlawn Middle Gilliam, Leslie A.	Exceptional Student Education
Pinellas Secondary Kennedy, Melissa A.	Reading & English Grades 6-12

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

Attachment: Feb 26 2013 FINAL HR Board Agenda Sets A & B (3862 : Request Approval of Personnel Recommendations)

Set B

MEMORANDUM

February 26, 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://www.pinellas.k12.fl.us/hr/JobDescriptions.html>Supporting Services

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Status Changes	41	3-7
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Cost Center Changes	7	8
Terminations:		
Resignations	14	9
Retirements	13	10

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

February 26, 2013

APPOINTMENTS

NAME OF EMPLOYEE	COST CENTER	POSITION	START DATE
Bennett, Christopher L. (W)	Maintenance	Groundskeeper I	01/23/13
Brown, Justin L. (B)	Ponce de Leon Elementary	Plant Operator	01/25/13
Carswell, Elizabeth A. (B)	Campbell Park Elementary	Child Development Associate	01/28/13
Chambers, Jovan R. (B)	St. Petersburg High	ESE Associate	01/23/13
Chapin, Kyle P. (W)	Maintenance	Heating/Air Conditioning Mechanic-Journeyman Intern	01/21/13
Crews, Mark L. (W)	Maintenance	Glazier-Journeyman	01/30/13
Doss, Ruby J. (W)	Bayside Student Services	Secretary I	01/30/13
Dumais III, George N. (W)	Transportation	Bus Driver	01/28/13
Farissier, Randi G. (W)	Highland Lakes Elementary	ESE Associate	01/30/13
Harris, Lori H. (B)	Transportation	Bus Driver	01/28/13
Hobbs, Nancy L. (W)	Transportation	Bus Driver	01/28/13
Jackson, Krystal L. (B)	Transportation	Bus Driver	01/28/13
Kuhn, Chad M. (W)	Nina Harris Exceptional Student Educational Center	ESE Associate	01/23/13
Lawrence, Russell A. (B)	Transportation	Bus Driver	01/28/13

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Recommendation of Superintendent on Support Personnel
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APPOINTMENTS
(Continued)

NAME OF EMPLOYEE	COST CENTER	POSITION	START DATE
Lundy, Carmenetta (B)	Transportation	Bus Driver	01/28/13
Picone, Cathy T. (W)	Transportation	Bus Driver	01/28/13
Pinamonti Jr., Alexander A. (W)	Maintenance	Roofer-Journeyman Intern	01/17/13
Ritter, Ivy C. (W)	Pinellas Central Elementary	ESE Associate	01/23/13
Salkanovic, Richard (W)	Transportation	Bus Driver	01/28/13
Santo Jr., Rocco J. (W)	Transportation	Bus Driver	01/28/13
Saylor, Jason J. (W)	Maintenance	Heating/Air Conditioning Mechanic-Journeyman	01/21/13
Schrader, Angela H. (W)	Bayside High	ESE Associate	02/04/13
Vanvalzah, William S. (W)	Blanton Elementary	ESE Associate	02/01/13
Waters, Keyoshia M. (B)	Transportation	Bus Driver	01/28/13

PART-TIME APPOINTMENTS

NAME OF EMPLOYEE	COST CENTER	POSITION	START DATE
Anello, Brian J. (W)	Shore Acres Elementary	Plant Operator	01/28/13
Civello, Joseph V. (W)	Advanced Studies /Academic Excellence	College Co-op Temp	01/30/13
Mellon, Megan A. (W)	Ponce de Leon Elementary	ESE Associate	01/23/13
Nappo, Maria (W)	Advanced Studies /Academic Excellence	College Co-op Temp	01/30/13

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PART-TIME APPOINTMENTS
(Continued)

NAME OF EMPLOYEE	COST CENTER	POSITION	START DATE
Schwartz, Elaine D. (W)	Tarpon Springs Middle	Family & Community Liaison	02/01/13

SUBSTITUTE APPOINTMENTS

NAME	NAME	NAME
<u>Countywide Food Service Assistants</u>		
Emrick, Tina M. Rivera-Acevedo, Yahaira	Gainer, Erica M.	Harbaugh, George E.
<u>Countywide Plant Operators</u>		
Coppinger, Alexander W.	Dillard, Javier K.	Murry, Johnny C.

STATUS CHANGES

NAME OF EMPLOYEE	TO POSITION/COST CENTER	FROM POSITION/COST CENTER	DATE
Akins, Emma J.	Food Service Assistant PT Clearwater High	Food Service Assistant Substitute Food Services	01/28/13
Aldrich, Sara M.	Food Service Assistant PT Pinellas Secondary School	Food Service Assistant Substitute Food Services	01/28/13
Ambrose, Deborah A.	Food Service Assistant PT Seminole High	Food Service Assistant Substitute Food Services	01/28/13
Beasey, Tonio J.	Clerk Specialist II John Hopkins Middle	Food Service Assistant Perkins Elementary	01/28/13

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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
Bryan, Judith C.	Data Management Technician FT Doug Jamerson Elementary	Clerical Assistant PT Doug Jamerson Elementary	01/30/13
Callahan, Melanie P.	ESE Associate PT San Jose Elementary	Classroom Assistant Substitute Human Resources	01/28/13
Collins, Buford W.	Plant Operator FT Northeast High	Plant Operator Substitute Human Resources	01/28/13
Cox, Eric J.	Food Service Assistant PT Lakewood Elementary	Food Service Assistant Substitute Food Services	01/28/13
Daniels, Roslyn R.	Food Service Assistant PT Woodlawn Elementary	Food Service Assistant Substitute Food Services	01/28/13
Echols, Herbert A.	Plant Operator FT Maximo Elementary	Plant Operator Substitute Human Resources	01/29/13
Everette, Demetrius R.	Food Service Assistant FT Woodlawn Elementary	Food Service Assistant PT Woodlawn Elementary	01/14/13
Gibbs, David A.	Night Foreman II Skycrest Elementary	Plant Operator Largo High	02/11/13
Godwin Jr., Harold L.	Plant Operator FT Clearwater Intermediate	Plant Operator Substitute Human Resources	01/23/13
Harris, Brian D.	Plant Operator PT Azalea Middle	Plant Operator Substitute Human Resources	01/28/13
Harris, Christina M.	Food Service Assistant FT New Heights Elementary	Food Service Assistant PT New Heights Elementary	01/28/13

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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
Harris, Markez D.	Food Service Assistant PT Thurgood Marshall Fundamental Middle	Food Service Assistant Substitute Food Services	01/14/13
Hughes, Christine D.	Secretary II Exceptional Student Education	ESE Associate Belleair Elementary	02/25/13
Jackson, Bernard K.	Night Foreman II Campbell Park Elementary	Plant Operator Gibbs High	02/04/13
King, Danielle J.	Food Service Assistant PT Frontier Elementary	Food Service Assistant Substitute Food Services	01/28/13
Knight, Jessica M.	Food Service Assistant PT Northeast High	Food Service Assistant Substitute Food Services	01/28/13
Lemus, Eleazar R.	Bilingual Assistant I Pre K-12 World Languages/ESOL	ESE Associate Calvin Hunsinger	02/19/13
Llupa, Isuf	Groundskeeper I Maintenance	Plant Operator Countryside High	02/08/13
Lopez Ospina, Liliana	Food Service Assistant PT Seminole High	Food Service Assistant Substitute Food Services	01/28/13
McCray, Maria D.	Plant Operator FT Ridgecrest Elementary	Plant Operator PT Ridgecrest Elementary	01/28/13
Miller, Emma L.	Food Service Assistant FT Woodlawn Elementary	Food Service Assistant PT Woodlawn Elementary	01/14/13
Moore, Mercedes	Secretary II FT Dropout Prevention	Clerical Assistant PT Dunedin High	02/11/13

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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
Murray, Susan A.	Food Service Assistant PT Seminole Middle	Food Service Assistant Substitute Food Services	01/28/13
Newman, Kimberly D.	Benefits Assistant Risk Management and Insurance	Data Management Technician Safety Harbor Middle	02/18/13
Orrico, Genevieve	Benefits Assistant Risk Management and Insurance	Clerk Specialist II 5690	02/11/13
Plumb, Lisa K.	School Office Clerk I FT Carwise Middle	Family & Community Liaison PT Oldsmar Elementary	02/04/13
Putnam, Amy M.	ESE Associate Ozona Elementary	Pending Placement Employee Human Resources	01/28/13
Rawey, Afaf Y.	Food Service Assistant PT High Point Elementary	Food Service Assistant Substitute Food Services	01/28/13
Rodriguez, Roberto D.	Classroom Assistant Substitute Human Resources	Physical Education Assistant FT Pre K-12 Extra Curricular Student Activities	01/25/13
Smalley, Jessica L.	Food Service Assistant FT Belcher Elementary	Food Service Assistant Substitute Food Services	01/14/13
Suncar Ballista, Rosangela M.	Food Service Assistant PT Clearwater High	Food Service Assistant Substitute Food Services	01/28/13

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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
Torres, Zulma	School Office Clerk I Eisenhower Elementary	Bilingual Assistant I Pre K-12 World Languages/ESOL	02/01/13
Vance, Kayla M.	Food Service Assistant PT Azalea Elementary	Food Service Assistant Substitute Food Services	01/28/13
Vaporis, Alexandra M.	Pending Placement Employee Human Resources	ESE Associate Tarpon Springs Elementary	01/18/13
Washington, Rashonda D.	Food Service Assistant PT Clearwater High	Food Service Assistant Substitute Food Services	01/28/13
White, Christina M.	Teacher Assistant FT Frontier Elementary	Food Service Assistant Substitute Food Services	03/04/13
Williams, Talia S.	Food Service Assistant PT Lakewood Elementary	Food Service Assistant Substitute Food Services	01/28/13

JOB CHANGES ONLY

NAME OF EMPLOYEE	TO	FROM	DATE
Bramlage, David J.	Electrician-Journeyman	Electrician	01/29/13
Bryant, Nieves A.	School Office Clerk I	ESE Associate	01/25/13
Bryant, Nieves A.	ESE Associate	School Office Clerk I	01/31/13
DiFranco, Adam M.	ESE Associate	Paraprofessional	01/29/13
Gray, Danny C.	Paraprofessional	ESE Associate	01/29/13

Attachment: Feb 26 2013 FINAL HR Board Agenda Sets A & B (3862 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
February 26, 2013
2012-2013 School Year

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JOB CHANGES ONLY
(Continued)

NAME OF EMPLOYEE	TO	FROM	DATE
Levally, Robert E.	Head Plant Operator II	Night Foreman II	02/11/13
McCrary, Benjamin J.	Appliance/Refrigeration Technician-Journeyman	Appliance/Refrigeration Technician	01/21/13
Moore, Amber L.	Child Development Associate	ESE Associate	01/24/13

COST CENTER CHANGES ONLY

NAME OF EMPLOYEE	TO	FROM	DATE
Davis, Tara D.	Dropout Prevention	Dixie Hollins High	01/14/13
Deetz, Retha M.	Skyview Elementary	Cypress Woods Elementary	01/29/13
Delorey, Margaret J.	Dropout Prevention	Dixie Hollins High	01/14/13
Demetree, Dana B.	Pinellas Park High	Clearwater Fundamental Middle	01/14/13
Henry, Constance M.	Osceola High	Transportation	01/23/13
Perkins, Candie L.	Dropout Prevention	Dixie Hollins High	01/14/13
Preston, Diane L.	Risk Management and Insurance	Nina Harris Exceptional Student Educational Center	01/22/13

Attachment: Feb 26 2013 FINAL HR Board Agenda Sets A & B (3862 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
February 26, 2013
2012-2013 School Year

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TERMINATIONS

NAME OF EMPLOYEE	COST CENTER	DATE	REASON
<u>Resignations</u>			
Allen I, Timothy A. (B)	Hospital/Homebound	03/01/13	Moving
Brittin, Cindy L. (W)	Clearwater Intermediate	01/29/13	To accept another position
Britton, Larry F. (W)	Sutherland Elementary	01/25/13	Personal
Diroma, Mary S. (W)	Palm Harbor University High	02/15/13	Family responsibilities
Dixon, Jean A. (W)	Sexton Elementary	01/23/13	Health
Donovan, Anne (W)	Seminole High	01/25/13	Health
Dye, Janet S. (W)	High Point Elementary	02/01/13	Resigned under investigation
McCullough, Leola Y. (B)	Blanton Elementary	02/01/13	Resigned under investigation
Ortiz, Aida (W)	Pre K-12 World Languages/ESOL	02/05/13	Personal
Major, Lorraine E. (B)	Sawgrass Lake Elementary	01/28/13	Family responsibilities
Merritt, Shelley E. (W)	Sanders Exceptional	02/01/13	Personal
Sansom, Patricia (W)	Frontier Elementary	01/30/13	Moving
Thompson, Desiree U. (B)	Transportation	02/08/13	Resigned in lieu of recommendation for dismissal
Woodberry, Veronica E. (W)	Fitzgerald Middle	02/06/13	Personal

Attachment: Feb 26 2013 FINAL HR Board Agenda Sets A & B (3862 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
February 26, 2013
2012-2013 School Year

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TERMINATIONS
(Continued)

NAME OF EMPLOYEE	COST CENTER	DATE	REASON
<u>Retirements</u>			
Beckford, Catherine M. (W)	Dixie Hollins High	01/24/13	Early Retirement
Bock, Marilyn (W)	Transportation	02/12/13	Disability – non job related
Cherry, Jeannie M. (W)	Transportation	02/07/13	Retired in lieu of recommendation for dismissal
Cintron, Beverly M. (H)	Belleair Elementary	01/23/13	Normal retirement
Collier Jr., Kelley (B)	Northwest Elementary	02/08/13	Normal retirement
Crandall, Joann (W)	OT-PT/Medicaid	02/15/13	Retirement from DROP
Heffern, Laurie (W)	Food Services	01/07/13	Normal retirement
Jenks, Bonnie L. (W)	Auditing & Property Records	04/30/13	Retirement from DROP
Johnson, Lindsay T. (W)	Dunedin Elementary	03/31/13	Normal retirement
Misilmeri, Denise A. (W)	Dunedin High	01/31/13	Retirement from DROP
Rutledge, Spencer C. (B)	Ridgecrest Elementary	01/25/13	Retirement from DROP
Spillane, Arlene L. (W)	McMullen Booth Elementary	01/18/13	Normal retirement
Toelken, Stephen A. (W)	Auditing & Property Records	01/10/13	Disability – job related

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

Attachment: Feb 26 2013 FINAL HR Board Agenda Sets A & B (3862 : Request Approval of Personnel Recommendations)

SCHEDULED

REQUEST FOR APPROVAL (ID # 3861)

ATTACHMENTS:

- Field Trip Bid 022613 (PDF)

**Field Trips
February 26, 2013
School Board Meeting**

Field Trips				
DESTINATION/PURPOSE	SCHOOL/CLASS	DATE OF TRIP	VENDOR	COMMENTS
New York, New York The Tarpon Springs HS Leadership and Music Conservatory Marching Band is one of ten bands nationally selected to march in the 2013 Macy's Thanksgiving Day Parade. They will also participate in a "Broadway Close-up" Workshop.	Tarpon Springs HS Leadership and Music Conservatory Marching Band	November 25-29, 2013	Music America Events, Inc Approximately 180 students will attend at an estimated travel cost of \$1,500.00 each.	School Board Policy 6320 requires School Board approval for any single purchase of \$50,000 or more to a single vendor.

Attachment: Field Trip Bid 022613 (3861 : Field Trip Bid)

SCHEDULED

REQUEST FOR APPROVAL (ID # 3871)

ATTACHMENTS:

- Consent - pTEC Vehicle Donation (PDF)

VEHICLE DONATION
FEBRUARY 26, 2013
School Board Meeting

10.4.a

VEHICLE DONATION				
SCHOOL	TYPE OF VEHICLE	DONOR	VALUE OF DONATION	COMMENTS
pTEC Clearwater	1995 Honda 4 Dr VIN# JHMEG8541SS039469	Ms. Sharon Gardner	\$ 500.00*	School Board Policy 7230, Gifts to the School District must be accepted by the Pinellas County School Board
			*Value is placed by the donor	

SCHEDULED

REQUEST FOR APPROVAL (ID # 3860)

February 26, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of the Recommendation to Dismiss Ms. Joelle Bishop,
Teacher, Employed at Largo High School

BACKGROUND:

Ms. Bishop allowed a male student to drive her car with her and two female students present. According to witnesses Ms. Bishop was drinking alcohol and smoking marijuana in the car.

STRATEGIC DIRECTION: Managing Productive Systems

ALTERNATIVES:

1. Accept the Superintendent's recommendation to dismiss Ms. Bishop effective the close of business on February 26, 2013.
2. If an administrative hearing is requested, suspend Ms. Bishop without pay effective February 27, 2013, until the conclusion of the hearing process and direct the Staff Attorney to submit the request to the Division of Administrative Hearings.
3. Reject the Superintendent's recommendation.

RECOMMENDATION:

Alternative #1 is recommended.

RATIONALE:

On the night of January 3, 2013 Joelle Bishop, teacher at Largo High, allowed a male student from her school to drive her car to pick up two female Largo High students to attend a get together at a friend's house. Ms. Bishop was present in the car during this time. According to witness statements Ms. Bishop was drinking alcohol and offered it to the two female students who also admit to participating. It was also reported that Ms. Bishop and students smoked marijuana while in the car.

This recommendation to dismiss Ms. Joelle Bishop is based on the fact that she violated Pinellas County School Board Policies 3140 A (4), "Committing a criminal act – misdemeanor," 3140 A (), "Inappropriate relationship with a student," 3140 A (21) "Conduct unbecoming a Board employee that brings the District disrepute or that disrupts the orderly process of the District", 3140 A (22), "Misconduct or Misconduct in office" and 3140 A (24), "Failure to comply with board policy, State law, or appropriate contractual agreement".

EMPLOYMENT HISTORY:

05/12/11 Substitute Teacher, District
08/22/11 Teacher, Largo High School

EVALUATIONS:

Ms. Bishop does not have a performance appraisal available for public view.

DISCIPLINE:

None

EMPLOYEE STATEMENT:

Ms. Bishop stated to the OPS administrator that she did not give rides to students and did not drink alcohol or smoke marijuana with the students. She also denied having any type of personal relationship with a male student mentioned in the investigation.

CONCLUSION:

Ms. Bishop's actions are a violation of the policies listed above and constitute grounds for her dismissal.

IMPACT STATEMENT:

Ms. Bishop's annual salary is \$37,095.00.

DATA SOURCE:

John Frank, Administrator, Office of Professional Standards
Bradley Finkbiner, Principal, Largo High School

SUBMITTED BY:

Laurie Dart, Staff Attorney – reviewed as to form

Case number 13B – 006

ATTACHMENTS:

- Bishop Joelle charge letter dismissal (PDF)



ADMINISTRATION BUILDING

301 Fourth St. SW
P.O. Box 25
Largo, FL 33779-25
Ph. (727) 588-61

SCHOOL BOARD
PINELLAS COUNTY, FLORIDA

Chairpersons
Carol J. C.

Vice Chairpersons
Peggy L. O'Si

Janet R. C.
Rene Flow
Terry Krass
Linda S. Ler
Robin L. W

Superintendent
Michael A. Grego, Ed.D.

February 5, 2013

CERTIFIED AND REGULAR MAIL

Ms. Joelle Bishop
1001 Grovewood Court
Clearwater, Florida 33764

Dear Ms. Bishop:

This is to advise you that at the regularly scheduled Pinellas County School Board meeting on February 26, 2013, I shall recommend the termination of your employment. The board will meet at 5:30 p.m. in the conference hall of the Administration Building located at the address on this letterhead. My recommendation for the termination of your employment is based on the facts and violations contained in the Agenda Item dated February 26, 2013, attached for your reference.

The School Board will take action on my recommendation during this School Board meeting. If the School Board enters its Final Order at that meeting, the effective date of your dismissal will be February 26, 2013.

You are entitled to a public hearing regarding my recommendation to be conducted in accordance with Chapters 120.569 and 120.57, Florida Statutes. Your request for a public hearing must be submitted, in writing, to Laurie Dart, Staff Attorney, no later than Monday, February 25, 2013, by 4:30 p.m. Attached to this letter is a copy of a form which will assist you in complying with the rules which apply to a hearing request. If you do not request a hearing, this failure constitutes an admission of the allegations made in the attached Agenda Item. If you have any questions regarding these procedures, you may contact Ms. Dart at 588-6221.

Respectfully,

Michael A. Grego, Ed.D.
Superintendent

cc: Laurie Dart – Associate Counsel
William Corbett – Area Superintendent, Area 2
Bradley Finkbiner – Principal, Largo High School
Marilyn Lusher – Director, Human Resources Department
Suzan Hartman – Risk Management
Mickey Converse – Payroll Department
Personnel File
Invest File

Signature/Date

Attachment: Bishop Joelle charge letter dismissal (3860 : Joelle Bishop Dismissal)

SCHEDULED

REQUEST FOR APPROVAL (ID # 3866)

February 26, 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. Renewal of Title I School Improvement Grant (SIG), 1003(a) \$ 543,089.00
- B. Contract with Performance Matters, LLC \$ 402,100.00

BACKGROUND:

- A. The purpose of the Title I School Improvement Grant (SIG), 1003(a) is to provide learning opportunities for students beyond the regular school day and school year. The identified schools are Azalea Middle, Imagine Charter Middle, Maximo and Melrose Elementary.
STRATEGIC DIRECTION/GOAL: Student Achievement
- B. The contract is for an assessment and reporting platform that will allow for administration, scoring and reporting of district assessments. This system is one component of the Local Instructional Improvement System and will provide for single sign on in the district. Purchase of a test item bank is also included in the contract.
STRATEGIC DIRECTION/GOAL: Student Achievement, Technology

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 SOURCES:

Jan Urbanski, Ed. D., Director, Special Projects (All Items)
Mary R. Conage, Title I Director (Item A)
Behrokh Ahmadi, Executive Director, Assessment, Accountability and Research (Item B)

SUBMITTED BY:

Steven Swartzel, Director, Governmental Services

ATTACHMENTS:

- A SIG1003(a) grant (PDF)
- B Performance Matters Contract (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:
February 26, 2013.

A. Title of Project: Title I School Improvement Grant (SIG), 1003(a)

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: \$ 543,089.00

Status of Project:

New: Renewal: X Amendment:

If Amendment:

Additional Funds: Reduced Funds: Time Extension: Other:

Fund Source:

State: Federal: X Other:

Length of Project: 10 Months

Starting Date: February 27, 2013

Ending Date: December 31, 2013

Strategic Direction(s): Student Achievement

Program Description: Four elementary and middle schools, including one charter, have been identified to receive School Improvement Grant (SIG) 1003(a) funds, which will provide learning opportunities for students beyond the regular school day and school year. In addition, these funds will be utilized to extend time for teacher planning and collaboration, provide high quality professional development for administrators and teachers, and science lab equipment for student use.

Attachment: A SIG1003(a) grant (3866 : Special Projects)

Page 2:

Usage in other districts: Yes X No

Visits by PCS Staff: NA Date: Person:

Students to be served/Target Audience: Students attending Azalea Middle, Imagine Charter Middle, Maximo and Melrose Elementary

Performance Data, Research Findings, or Improvement Results: Of the five schools that received SIG 1003(a) funds in 2011-2012, one school increased its school grade from a D to a B and one increased from a D to a C. All demonstrated improvement in reading and/or math in the Students with Disabilities (SWD) subgroup. Three schools increased the overall student reading and math proficiency levels with 1 school exceeding the Annual Measurable Objectives (AMOs). Two schools demonstrated over seventy percentage points in Learning Gains for the lowest 25% for reading, 1 school had eighty percentage points in Learning Gains for the lowest 25% in math and two schools scored over seventy percent in writing. Areas needing improvement: Of the five participating schools, four schools did not achieve the AMO targets for reading and math, two schools maintained the same grade of F and one school dropped a letter grade from a D to an F. One school had less than fifty percentage points in learning gains for the lowest 25% in reading and math and one school dropped in every subgroup for reading.

Contact Person: Mary R. Conage, Title I Director

Grant Proposal/Contract Developer(s): Mary R. Conage, Title I Director

NO COST TO DISTRICT OPERATING FUNDS

Target Schools: Azalea Middle, Imagine Charter Middle, Maximo Elementary, and Melrose Elementary

Budget	
Personnel (Salaries & Fringe)	\$ 447,708.16
• Teacher and Administrator salaries	
Materials & Supplies	\$ 54,380.84
Travel & Registrations	\$ 10,000.00
Purchased Services	\$ 22,000.00
• Consultants	
• Transportation	
• Field Trip Admission Fees for Students	
TOTAL	\$ 543,089.00

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:
February 26, 2013

B. Title of Project: Contract with Performance Matters, LLC

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

 X 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: \$ 402,100.00

Status of Project:

New: X Renewal: Amendment:

If Amendment:

Additional Funds: Reduced Funds: Time Extension: Other:

Fund Source:

State: Federal: X Other:

Length of Project: 16 Months

Starting Date: March 1, 2013

Ending Date: June 30, 2014

Strategic Direction(s): Student Achievement, Technology

Program Description: The contract is for an assessment and reporting platform that will allow for administration, scoring and reporting of district assessments. Performance Matters will provide a hosting service of a web based product allowing the district to use their products as outlined in the contract. With access to this web based product, Pinellas County Schools will have access to an assessment and reporting platform where items bought can be stored, items can be created and stored, assessments can be built, assessments can be delivered to schools in paper and pencil or online format, paper pencil tests can be scanned to be converted to the platform, reports can be created for assessments delivered, and psychometric analyses can be conducted on the assessments. This system is one component of the Local Instructional Improvement System and will provide for single sign on in the district. Purchase of a test item bank is also included in the contract.

Page 2:

Usage in other districts: X Yes No

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

Students to be served/Target Audience: Teachers and Administrators at all schools

Performance Data, Research Findings, or Improvement Results: N/A

Contact Person: Behrokh Ahmadi, Executive Director, Assessment, Accountability and Research

Grant Proposal/Contract Developer(s): Behrokh Ahmadi, Executive Director, Assessment, Accountability and Research

NO COST TO DISTRICT OPERATING FUNDS

Target Schools: All schools in the district

Budget

Purchased Services	\$ 402,100.00
• Performance Matters assessment platform	

TOTAL	\$ 402,100.00

SUPERINTENDENT TO SIGN 2 COPIES AS MARKED

BOARD CHAIRMAN TO SIGN 2 COPIES AS MARKED

Attachment: B Performance Matters Contract (3866 : Special Projects)

SCHEDULED

REQUEST FOR APPROVAL (ID # 3852)

February 26, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval to Change the Name of Seminole Vocational Education Center (Facility 87) to Career Academies of Seminole

BACKGROUND:

When the center first opened in 1962, it was named the Pinellas Agriculture Center for use by Seminole and Largo High School students, at which time it offered programs in agricultural education. In the 1970s it was renamed, Seminole Vocational Agriculture Center, and then again in the late 1970's, to its current name to reflect additional programs that were offered. In the 1990's Pinellas County Schools replaced the word 'vocational' in all school board documents with 'career and technical'. The word 'vocational' is often used to denote training programs for students who are not planning to attend college. Current SVEC programs prepare students for college in addition to providing career training and life skills which aligns with the district's mission, Educate and Prepare Each Student for College, Career and Life. After receiving input from all stakeholders, a cross-functional committee met and unanimously agreed to change the name of Seminole Vocational Education Center to Career Academies of Seminole. Use of 'academies' is to recognize the fact that the campus houses several registered Career and Professional Education (CAPE) academies, programs that allow students to earn industry certification under the Florida Career and Professional Education Act. Recently a cross functional committee comprised of community members along with district and school staff met and voted to support a name change provided the name "Seminole" was retained to reflect the long-standing community support of the campus and its programs.

STRATEGIC DIRECTION: Student Achievement

ALTERNATIVES:

1. Approve the name change.
2. Do not approve the name change.

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

To use a name that reflects current language in education and industry.

IMPACT STATEMENT:

The approval of this request has no direct financial impact. Costs associated with this request may be reflected in future plan submittals for changing the marquee and other signs around the school.

DATA SOURCE:

Ward Kennedy, Area 3 Superintendent

Barbara Clare, Director, Seminole Vocational Education Center

Joni Jonas, Program Manager, Career, Technical and Adult Education

Franklin G. Frail, Educational Specifications Specialist

SUBMITTED BY:

Michael Bessette, Associate Superintendent, Operational Services

02/26/13 05:30 PM

Regular School Board Meeting301 Fourth Street SW
Largo, FL 33770**Pinellas County
Schools****SCHEDULED****REQUEST FOR APPROVAL (ID # 3853)**

February 26, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of Agreement With Long & Associates, Architects/Engineers Inc. for Architectural and Contract Administration Services in Connection With Repairs to Moisture Intrusion through Exterior Walls and Windows, Repairs to Concrete Sills, and Repairs to Interior Wall Finishes in the Amount of \$262,461 at Azalea Middle School, Project No 9325

BACKGROUND:

Pursuant to Section 287.055 Florida Statutes, negotiations were conducted for architectural services in connection with repairs to moisture intrusion through exterior walls and windows, repairs to concrete sills, and repairs to interior wall finishes at Azalea Middle School.

The estimated total cost of this project is \$2,730,000. The agreement is the result of negotiations with the PA/E. The cost of this agreement is \$262,421. 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 Azalea Middle School.

IMPACT STATEMENT:

Construction Cost (Construction Manager)	\$0	
Construction Cost Sub-Total		\$0
Project Architect/Engineering Design Cost (PA/E)	\$262,461	
PA/E Sub-Total		\$262,461
Administrative/Planning Costs (Miscellaneous)	\$0	
Miscellaneous Sub-Total		\$0
Furniture, Equipment and Technology (FE & T)	\$0	
FE & T Sub-Total		\$0
Estimated Total Project Cost to Date		\$262,461
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
Paul Portal, Long & Associates Architects/Engineers Inc.

SUBMITTED BY:

Michael Bessette, Associate Superintendent, Operational Services

ATTACHMENTS:

- Azalea Middle PAE AGREEMENT (PDF)

AGREEMENT

THIS AGREEMENT, made and entered into this **26th day of February, 2013**, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, hereinafter referred to as the "Board" and **Long & Associates, Architects/Engineers Inc.** hereinafter referred to as the "Project Architect/Engineer" or the PA/E:

WITNESSETH

WHEREAS, the Board intends to construct **repairs to moisture intrusion through exterior walls and windows, repairs to concrete sills, and repairs to interior wall finishes, at Azalea Middle School, Project No. 9325**

hereinafter referred to as the "Project;" and

WHEREAS, the Board has established an estimated cost of **\$2,730,000** 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 **repairs to moisture intrusion through exterior walls and windows, repairs to concrete sills, and repairs to interior wall finishes, Azalea Middle School** hereinafter referred to as the "Project" and scheduled for approval by the Board on the **26th day of February, 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 **\$262,421** 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 **\$227,421** 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:

Architectural-Envelope	\$25,000
Specialty Testing	<u>\$10,000</u>
Total	\$35,000

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%)..... **\$34,113**
(Upon review and approval by the Office of the School Board Architect)

~~2. 100% complete Phase I Documents..... (6%)..... \$.....
(Upon review and approval by the Office of the School Board Architect)~~

~~3. Upon Board approval of Phase I Documents (3%)..... \$.....~~

B. Preliminary Design Phase (Phase II):

1. 100% complete Phase II Documents..... (25%)... **\$56,855**
(Upon review and approval by the Office of the School Board Architect)

~~2. 100% complete Phase II Documents..... (8%)..... \$.....
(Upon review and approval by the Office of the School Board Architect)~~

~~3. Upon Board approval of Phase II Documents (4%)... .. \$.....~~

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..... \$.....
(Upon review and approval by the Office of the School Board Architect)~~

~~2. 66% complete Phase III Documents..... \$.....
(Upon review and approval by the Office of the School Board Architect)~~

1. 100% complete Phase III Documents..... 35% (Upon DOE or Office of the School Board Architect's approval including satisfaction of the permit review mandatory's)..... **\$79,598**

~~D. Bidding Phase IV..... \$.....~~

E. Construction Phase (Phase V): During the construction phase of the Project, the PA/E will be paid the fee of **\$56,855** 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:

Rev. 03/8/10

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 **thirty (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 **sixty (60)** 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 **sixty (60)** 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

Long & Associates, Architects/Engineers Inc.
4525 Manhattan Ave.
Tampa FL 33611-2305

By: _____

Title: _____

print or type name

Approved as to Form:

Wendy Kymel
School Board Attorney

Attachment: Azalea Middle PAE AGREEMENT (3853 : Agreement - Long & Associates, Arch/Eng.- Azalea Middle)

02/26/13 05:30 PM

Regular School Board Meeting301 Fourth Street SW
Largo, FL 33770**Pinellas County
Schools****SCHEDULED****REQUEST FOR APPROVAL (ID # 3854)**

February 26, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of Agreement With Biltmore Construction Co., Inc. for Construction Management Services in Connection With Sanitary Sewer Repairs and Replacement for Entire Campus in the Amount of \$989,175 Which Includes an Initial Construction Allocation at Clearwater High School, Project No. 9113

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 sanitary sewer repairs and replacement for entire campus at Clearwater High School. The estimated total cost of the project is \$1,500,000.

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, profit and overhead and an initial construction allocation. 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. 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 CM services for this project at Clearwater High School.

IMPACT STATEMENT:

Construction Cost (Construction Manager)	\$989,175	
Construction Cost Sub-Total		\$989,175
Project Architect/Engineering Design Cost (PA/E)	\$89,995	
PA/E Sub-Total		\$89,995

Administrative Fees (Miscellaneous)	\$6,734	
Miscellaneous Sub-Total		\$6,734
Furniture, Equipment and Technology (FE & T)	\$0	
FE & T Sub-Total		\$0
Total Project Cost to Date		\$1,085,904
The source of this funding is District Capital Outlay School Tax.		

DATA SOURCE:

David Koperski, School Board Attorney
 Joe Maceda, Financial Reporting Analyst
 David Gilson, Technical Projects Coordinator
 Ron Cupler, Biltmore Construction Co., Inc.
 Duane Milford, EMK Consultants of Florida, Inc.

SUBMITTED BY:

Michael Bessette, Associate Superintendent, Operational Services

ATTACHMENTS:

- Clearwater HS CM AGREEMENT (PDF)

Pinellas County Schools

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

PROJECT NO.: **9113**

PROJECT NAME AND LOCATION: **Sanitary Sewer Repairs and Replacement for Entire
Campus
Clearwater High School
540 S. Hercules Ave.
Clearwater, FL. 33764**

CONSTRUCTION MANAGER: **Biltmore Construction Co., Inc.
1055 Ponce de Leon Blvd.
Belleair, FL. 33756
(727) 585-0284**

ARCHITECT-ENGINEER: **EMK Consultants of Florida, Inc.
7815 N. Dale Mabry Hwy., Suite 200
Tampa, FL. 33614
(813) 931-5848**

Attachment: Clearwater HS CM AGREEMENT (3854 : Agreement - Biltmore Construction - Clearwater High)

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AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

THIS AGREEMENT made this **26th** day of **February** in the year **2013**, by and between **The School Board of Pinellas County, Florida**, hereinafter called the "Owner", and

Biltmore Construction Co., Inc.
1055 Ponce de Leon Blvd.
Belleair, FL. 33756

PHONE: (727) 585-0284

FEDERAL TAX I.D. NUMBER: 59-0720349

hereinafter called the "Construction Manager."

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

Project No. 9113, Sanitary sewer repairs and replacement for entire campus at Clearwater High School, 540 S. Hercules Ave., Clearwater, FL. 33764

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

EMK Consultants of Florida, Inc., 7815 N. Dale Mabry Hwy., Suite 200, Tampa, FL. 33614

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 **Project No. 9113, Sanitary Sewer Repairs and Replacement**

for entire campus at Clearwater High School, 540 S. Hercules Ave., Clearwater, FL. 33764 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

Project No. 9113, Sanitary Sewer Repairs and Replacement for entire campus at Clearwater High School, 540 S. Hercules Ave., Clearwater, FL. 33764 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 48 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. If a Partial GMP is needed, see Exhibit C. This Partial GMP, including cost of the work in the amount of **\$750,000**, has been reviewed and approved.

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: **Two Hundred Fifty Dollars (\$250)** 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 **Two Hundred Fifty Dollars (\$250)** 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 fixed lump sum that has been reviewed and approved in the amount of **\$15,000** shall be due upon satisfactory completion of the work associated with the following phases according to the following breakdown:

(a)	Schematic Design Phase I	\$ 5,000
(b)	Preliminary Design Phase II	\$ 5,000
(c)	Construction Documents Phase III / Establishment of GMP	<u>\$ 5,000</u>
TOTAL:		\$ 15,000

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 **\$224,175**. This is based on an anticipated construction duration of eight (8) months. The total Construction Phase Compensation shall be paid and billed on a monthly basis based on the duration of the project. 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) Relocation expenses for Construction Manager's personnel.
- (h) 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% of the Cost of the Project as defined in Article 9** 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: pre-construction services, 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.
- (24) Job office supplies – includes paper, pencils, paper clips, file folders, staples, etc..., and janitorial supplies (photo copy or blue print paper not included).

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 **\$15,000**, 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 Shall be Excess over policies in Sections 13.2 (3) (a), (b) and (c) and 13.2 (5).	\$5,000,000 Each Occurrence

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.

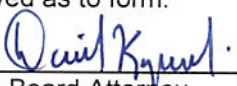
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

The School Board of Pinellas County, Florida

By: _____
Carol J. Cook,, Chairperson

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

Approved as to form:


School Board Attorney

Biltmore Construction Co., Inc.
1055 Ponce de Leon Blvd.
Belleair, FL. 33756

By: _____
Title: _____

Attachment: Clearwater HS CM AGREEMENT (3854 : Agreement - Biltmore Construction - Clearwater High)

EXHIBIT A
CONSTRUCTION MANAGER'S PERSONNEL

CLEARWATER HIGH SCHOOL Personnel	Title	Duration (Months)	Time Available (%)	Hourly Rate	Billable Hours	Burden Rate	Total Compensation
<u>DURING DESIGN:</u>							
OFF-SITE STAFF:							
Vito DiRuggiero	Project Executive	3	3.00%	\$ 60.10	16.00	31.97%	\$ 1,269.00
Ron Cupler	Project Manager	3	18.00%	\$ 60.10	95.00	31.97%	\$ 7,535.00
Kim Madley	Preconstruction Administrator	3	10.00%	\$ 30.00	53.00	31.97%	\$ 2,098.00
Janice Hajek	Project Administrator	3	5.00%	\$ 22.85	26.00	31.97%	\$ 784.00
Barry Cercone	Project Estimator	3	7.00%	\$ 38.46	37.00	31.97%	\$ 1,878.00
John Martin	Project Scheduler	3	3.00%	\$ 44.13	16.00	31.97%	\$ 932.00
Carl Kenyon	Safety Director	3	0.00%	\$ 32.81	-	31.97%	\$ -
Don Bannister	Project Accountant	3	1.00%	\$ 39.93	5.00	31.97%	\$ 263.00
Vae Hyde	Risk Manager	3	0.87%	\$ 39.90	4.57	31.97%	\$ 241.00
					-		
ON-SITE STAFF:							
Tim Kennedy	Project Superintendent	3	0.00%	\$ 38.95	-	36.00%	\$ -
Paul Arnone	Foreman	3	0.00%	\$ 20.21	-	36.00%	\$ -
Total Pre-Construction							\$15,000

Attachment: Clearwater HS CM AGREEMENT (3854 : Agreement - Biltmore Construction - Clearwater High)

EXHIBIT A (cont'd)

CONSTRUCTION MANAGER'S PERSONNEL

CLEARWATER HIGH SCHOOL

Personnel	Title	Duration (Months)	Time Available (%)	Hourly Rate	Billable Hours	Burden Rate	Total Compensation
<u>DURING CONSTRUCTION:</u>							
OFF-SITE STAFF:							
Vito DiRuggiero	Project Executive	8	5.00%	\$ 60.10	70.00	31.97%	\$ 5,552.00
Ron Cupler	Project Manager	9	63.00%	\$ 60.10	998.00	31.97%	\$ 79,155.00
Janice Hajek	Project Administrator	9	44.00%	\$ 22.85	697.00	31.97%	\$ 21,018.00
Barry Cercone	Project Estimator	8	7.00%	\$ 38.46	99.00	31.97%	\$ 5,025.00
John Martin	Project Scheduler	8	7.00%	\$ 44.13	99.00	31.97%	\$ 5,765.00
Carl Kenyon	Safety Director	8	7.00%	\$ 32.81	99.00	31.97%	\$ 4,287.00
Don Bannister	Project Accountant	8	5.00%	\$ 39.93	70.00	31.97%	\$ 3,689.00
Vae Hyde	Risk Manager	8	2.53%	\$ 39.90	35.58	31.97%	\$ 1,874.00
ON-SITE STAFF:							
Tim Kennedy	Project Superintendent	8	100%	\$ 38.95	1,408.00	36.00%	\$ 74,585.00
Paul Arnone	Foreman	8	60%	\$ 20.21	845.00	36.00%	\$ 23,225.00
Total Construction							\$224,175

Attachment: Clearwater HS CM AGREEMENT (3854 : Agreement - Biltmore Construction - Clearwater High)

EXHIBIT B

Construction Manager's Labor Burden

	Management (Off-Site Personnel)	Supervisory (On-Site Personnel)	Hourly Employees (Direct Labor on-site)
Social Security Tax	6.20%	6.20%	6.20%
Medicare Tax	1.45%	1.45%	1.45%
State Unemployment Tax	0.61%	0.61%	0.61%
Federal Unemployment Tax	0.06%	0.06%	0.06%
Workers Compensation	0.53%	2.97%	8.15%
Health Insurance	7.09%	11.67%	18.78%
Holidays	3.08%	3.08%	3.08%
Sick Days	2.31%	2.31%	2.31%
Retirement	2.00%	2.00%	2.00%
Vacations	3.85%	3.85%	3.85%
Vehicle Fuel	4.79%	1.80%	0.00%
Total (not to exceed)	31.97%	36.00%	46.49%

Attachment: Clearwater HS CM AGREEMENT (3854 : Agreement - Biltmore Construction - Clearwater High)

EXHIBIT C
Construction Manager's Labor Burden



January 28, 2013

Mr. David Gilson
 Construction Coordinator
 Walter Pownall Service Center
 11111 S. Belcher Road
 Largo, FL. 34643

Re: Clearwater High School
 Early Partial Guaranteed Maximum Price (GMP)

Dear Dave,

In accordance with our discussions, we have estimated the cost for the first phase of construction, which will primarily be the investigation of existing conditions to include sanitary piping and underground utilities. The potential scope of work will include ground penetrating radar , camera video, smoke testing and hand excavation of sanitary lines.

Construction / Early Procurement: \$750,000.00
 Per the scope listed above.

Based on the owner's budget goal of \$1,500,000.00 we would recommend an Early Partial GMP amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) with mobilization to commence immediately upon receipt of Notice to Proceed.

If you should have any further questions or need any additional information, please do not hesitate to call.

Sincerely,

Ronald E. Cupler
 Project Manager

Cc: Vito DiRuggiero

1055 Ponce de Leon Boulevard – Belleair, Florida 33756 – 727.585.2084 - Fax 727.585.2088

02/26/13 05:30 PM

Regular School Board Meeting301 Fourth Street SW
Largo, FL 33770**Pinellas County
Schools****SCHEDULED****REQUEST FOR APPROVAL (ID # 3855)**

February 26, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of Agreement With Creative Contractors Inc. for Construction Management Services in Connection With Replacement of Windows and Storefronts in Buildings 1-3, Replacement of Casework in Buildings 2, 3, and 6, Electrical and Heating, Ventilation, and Air Conditioning (HVAC) Systems Upgrades, and Conversion of old Boiler Room to Exceptional Student Education (ESE) Supplemental Instruction in Building 1 in the Amount of \$1,192,456 Which Includes an Initial Construction Allocation at San Jose Elementary School, Project No. 9058

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 replacement of windows and storefronts in Buildings 1-3, replacement of casework in Buildings 2, 3, and 6, electrical and HVAC systems upgrades, and conversion of old Boiler Room to ESE Supplemental Instruction in Building 1 at San Jose Elementary School. The estimated total cost of the project is \$1,600,000.

The CM services will consist of scheduling, cost estimating, constructability reviews and value engineering. 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 and profit and overhead. Once the design documents are sufficiently complete, a Guaranteed Maximum Price (GMP) for the construction 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. 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 CM services for this project at San Jose Elementary School.

IMPACT STATEMENT:

Construction Cost (Construction Manager)	\$1,192,456	
Construction Cost Sub-Total		\$1,192,456
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		\$1,340,456
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.
James Cacini, Creative Contractors, Inc.

SUBMITTED BY:

Michael Bessette, Associate Superintendent, Operational Services

ATTACHMENTS:

- San Jose EI CM AGREEMENT (PDF)

Pinellas County Schools

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

PROJECT NO.: **9058**

PROJECT NAME AND LOCATION: **Replacement of Windows and Storefronts in Buildings 1-3, Replacement of Casework in Buildings 2, 3, and 6, Electrical and Heating, Ventilation and Air Conditioning (HVAC) Systems upgrades, and conversion of old Boiler Room to Exceptional Student Education (ESE) Supplemental Instruction in Building 1**

**San Jose Elementary School
1670 San Helen Dr.
Dunedin, FL. 34698**

CONSTRUCTION MANAGER: **Creative Contractors Inc.
620 Drew St.
Clearwater, FL. 33755
727-461-5522**

ARCHITECT-ENGINEER: **Griffin Design Associates, P.A.
960 Drew St.
Clearwater, FL. 33755
727-441-8944**

Attachment: San Jose EI CM AGREEMENT (3855 : Agreement - Creative Contractors, Inc. - San Jose Elementary)

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II

PCSB

CM Agreement 12-31-10
Modified 1-17-12
Modified 1-27-12

Attachment: San Jose EI CM AGREEMENT (3855 : Agreement - Creative Contractors, Inc. - San Jose Elementary)

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**AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER**

THIS AGREEMENT made this **26TH** day of **February** in the year **2013**, by and between **The School Board of Pinellas County, Florida**, hereinafter called the "Owner", and

Creative Contractors Inc.
620 Drew St.
Clearwater, FL. 33755
PHONE: 727-461-5522

FEDERAL TAX I.D. NUMBER: 59-1561132

hereinafter called the "Construction Manager."

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

Project No. 9058, Replacement of windows and storefronts in Buildings 1-3, replacement of casework in Buildings 2, 3, and 6, electrical and HVAC systems upgrades, conversion of old Boiler Room to ESE Supplemental Instruction in Building 1, San Jose Elementary School, 1670 San Helen Dr. Dunedin, FL. 34698 (hereafter the "Project")

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, 727-441-8944

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 **Project No. 9058, Replacement of windows and storefronts in Buildings 1-3, replacement of casework in Buildings 2, 3, and 6, electrical and HVAC systems upgrades, conversion of old Boiler Room to ESE Supplemental Instruction in Building 1, San Jose Elementary School, 1670 San Helen Dr. Dunedin, FL. 34698** 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

"Project Number 9058, Replacement of windows and storefronts in Buildings 1-3, replacement of casework in Buildings 2, 3, and 6, electrical and HVAC systems upgrades, conversion of old Boiler Room to ESE Supplemental Instruction in Building 1, San Jose Elementary School, 1670 San Helen Dr. Dunedin, FL. 34698"

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: two hundred fifty dollars (\$250) 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 two hundred fifty dollars (\$250) 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 fixed amount lump sum total **\$ 19,664** shall be due upon satisfactory completion of the work associated with the following phases according to the following breakdown:

(a)	Schematic Design Phase I	\$9832
(b)	Preliminary Design Phase II	\$3933
(c)	Construction Documents Phase III / Establishment of GMP	\$5899

TOTAL: \$19,664

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 **\$91,320**. This is based on an anticipated construction duration of **3** months. The total Construction Phase Compensation shall be paid and billed on a monthly basis based on the duration of the project.. 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) Relocation expenses for Construction Manager's personnel.
- (h) 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% of the Cost of the Project as defined in Article 9** 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: pre-construction services, 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.
- (24) Job office supplies - includes paper, pencils, paper clips, file folders, staples, etc., and janitorial supplies (blue print paper should be included).

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 **\$15,000**, 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 Shall be Excess over policies in Sections 13.2 (3) (a), (b) and (c) and 13.2 (5).	\$5,000,000 Each Occurrence

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.

(4) 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.

(5) 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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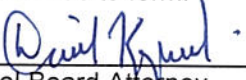
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

The School Board of Pinellas County, Florida

By: _____
Carol J. Cook,, Chairperson

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

Approved as to form:



School Board Attorney

Creative Contractors Inc.
620 Drew St.
Clearwater, FL. 33755

By: _____

Title: _____

print or type name

Attachment: San Jose El CM AGREEMENT (3855 : Agreement - Creative Contractors, Inc. - San Jose Elementary)

Exhibit "A"

Individual	Title	Duration (months)	Time Available (%)	Hourly Rate	Billable Hours	Burden Rate	Total Compensation
OFF-SITE STAFF:							
DURING DESIGN:							
(Off-Site Individual 1) Jim Cacini	VP/Chief Estimator	5	100%	\$ 52.88	76	28.72%	\$ 5,173
(Off-Site Individual 2) Jenny Sanchez	Estimator	5	100%	\$ 38.50	170	28.72%	\$ 8,425
(Off-Site Individual 2) Paulina	Estimator	5	100%	\$ 28.85	40	28.72%	\$ 1,485
(Off-Site Individual 3) George Hamersma	Scheduling Manager	5	100%	\$ 36.05	8	28.72%	\$ 371
(Off-Site Individual 4) Jerry Siminski	Senior VP Construction	5	100%	\$ -	0	28.72%	\$ -
(Off-Site Individual 5) Joe Primiani	Senior Project Manager	5	100%	\$ 50.67	4	28.72%	\$ 261
(Off-Site Individual 6) Aixa Santago	Project Manager	5	100%	\$ 40.86	40	28.72%	\$ 2,124
(Off-Site Individual 7) Kris Halverson	Superintendent	5	100%	\$ 43.26	31	36.06%	\$ 1,824
Total Preconstruction							\$ 19,664
DURING CONSTRUCTION:							
(On-Site Individual 1) Aixa Santago	Project Manager	3	100%	\$ 40.86	520	28.72%	\$ 27,349
(On-Site Individual 2) Kris Halverson	Superintendent	3	100%	\$ 43.26	520	36.06%	\$ 30,607
(On-Site Individual 3) To Be Determined	Assist. Superintendent	3	100%	\$ 37.10	512	36.06%	\$ 25,833
(On-Site Individual 4) To Be Determined	Administrator	3	50%	\$ 22.50	260	28.72%	\$ 7,530
Total Supervision							\$ 91,320

EXHIBIT B

Construction Manager's Labor Burden

	Management	Supervisory	Direct Labor
Social Security Tax	7.65%	7.65%	
Medicare Tax			
State Unemployment Tax	.35%	.35%	
Federal Unemployment Tax	.06%	.06%	
Workers Compensation	1.56%	9.30%	
Health Insurance	9.94%	11.36%	
Holidays	3.85%	3.85%	
Sick Days	1.39%	0.00%	
Retirement	3.00%	2.50%	
Commercial GL	.92%	.99%	
Total (not to exceed)	28.72%	36.06%	%


CREATIVE CONTRACTORS INC.

620 DREW STREET CLEARWATER, FLORIDA 33755

January 28 2013

Mr. Mike Parkinson
Project Director
Walter Pownall Service Center
11111 S. Belcher Road
Largo, FL 34643

Re: San Jose Elementary
Early Partial Guaranteed Maximum Price (GMP)

Dear Mike,

In accordance with our discussions, we have estimated the cost for the first phase of construction, which will also include the procurement of long lead items. The potential scope of work will include demolition, window replacement, prepping, millwork, and HVAC. This scope of work will also include the negotiated CM fees and compensation, along with the bond.

Construction / Early Procurement	1,081,472
Per the scope listed above	

Based on the owner's budget goal of **\$1,600,000** we would recommend an Early Partial GMP amount of **One million eighty one thousand, four hundred and seventy two dollars (\$1,081,472)**, with mobilization to commence immediately upon receipt of Notice to Proceed.

If you should have any further questions or need any additional information, please do not hesitate to call.

Sincerely,

James Cacini
Vice President / Chief Estimator

Cc: Jerry Siminski

TEL (727) 461-5522 FAX (727) 447-4808
www.creativecontractors.com

SCHEDULED

REQUEST FOR APPROVAL (ID # 3856)

February 26, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of Agreement With Biltmore Construction Co. Inc., for Construction Management Services in Connection With Sanitary Sewer Repairs and Replacement for Entire Campus in the Amount of \$519,830 Which Includes an Initial Construction Allocation at Tyrone Middle School, Project No. 9097

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 sanitary sewer repairs and replacement for entire campus at Tyrone Middle School. The estimated total cost of the project is \$750,000.

The CM services will consist of scheduling, cost estimating, constructability reviews and value engineering. 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, profit and overhead and an initial construction allocation. Once the design documents are sufficiently complete, a Guaranteed Maximum Price (GMP) for construction 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. 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 CM services for this project at Tyrone Middle School.

IMPACT STATEMENT:

Construction Cost (Construction Manager)	\$519,830	
Construction Cost Sub-Total		\$519,830
Project Architect/Engineering Design Cost (PA/E)	\$62,195	
PA/E Sub-Total		\$62,195
Administrative Fees (Miscellaneous)	\$0	

Miscellaneous Sub-Total		\$0
Furniture, Equipment and Technology (FE & T)	\$0	
FE & T Sub-Total		\$0
Total Project Cost to Date		\$582,025
The source of this funding is District Capital Outlay School Tax.		

DATA SOURCE:

David Koperski, School Board Attorney

Joe Maceda, Financial Reporting Analyst

David Gilson, Technical Projects Coordinator

Ron Cupler, Biltmore Construction Co., Inc.

Duane Milford, EMK Consultants of Florida, Inc.

SUBMITTED BY:

Michael Bessette, Associate Superintendent, Operational Services

ATTACHMENTS:

- Tyrone Middle CM AGREEMENT (PDF)

Pinellas County Schools

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

PROJECT NO.: **9097**

PROJECT NAME AND LOCATION: **Sanitary Sewer Repairs and Replacement for entire campus
Tyrone Middle School
6421 22nd Avenue N.
St. Petersburg, FL. 33710**

CONSTRUCTION MANAGER: **Biltmore Construction Co., Inc.
1055 Ponce de Leon Blvd.
Belleair, FL. 33756
(727) 585-0284**

ARCHITECT-ENGINEER: **EMK Consultants of Florida, Inc.
7815 N. Dale Mabry Hwy., Suite 200
Tampa, FL. 33614
(813) 931-5848**

Attachment: Tyrone Middle CM AGREEMENT (3856 : Agreement - Biltmore Construction Co., Inc. - Tyrone Middle)

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AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

THIS AGREEMENT made this **26th** day of February in the year **2013** by and between **The School Board of Pinellas County, Florida**, hereinafter called the "Owner", and

Biltmore Construction Co., Inc.

1055 Ponce de Leon Blvd.

Belleair, FL 33756

PHONE: (727) 585-0284

FEDERAL TAX I.D. NUMBER: 59-0720349

hereinafter called the "Construction Manager."

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

Project No. 9097, Sanitary Sewer Repairs and Replacement for entire campus at Tyrone Middle School, 6421 22nd Avenue N., St. Petersburg, FL., 33710

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

EMK Consultants of Florida, Inc., 7815 N. Dale Mabry Hwy., Suite 200, Tampa, FL. 33614

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 **Project No. 9097, Sanitary Sewer Repairs and Replacement for entire campus at Tyrone Middle School, 6421 22nd Avenue N., St. Petersburg, FL., 33710**, 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

Project No. 9097, Sanitary Sewer Repairs and Replacement for entire campus at Tyrone Middle School, 6421 22nd Avenue N., St. Petersburg, FL., 33710 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 FINANCIAL RATING</u>	<u>REQUIRED 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 48 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. If a Partial GMP is needed, see Exhibit C. This Partial GMP, including cost of the work in the amount of **\$375,000** has been reviewed and approved.

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: **Two Hundred Fifty Dollars (\$250)** 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 **Two Hundred Fifty Dollars (\$250)** 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 fixed lump sum that has been reviewed and approved in the amount of **\$7,500** shall be due upon satisfactory completion of the work associated with the following phases according to the following breakdown:

(a) Schematic Design Phase I	\$ 2,500

(b)	Preliminary Design Phase II	\$ 2,500
(c)	Construction Documents Phase III / Establishment of GMP	<u>\$ 2,500</u>
TOTAL:		\$ 7,500

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 **\$137,330**. This is based on an anticipated construction duration of **six (6)** months. The total Construction Phase Compensation shall be paid and billed on a monthly basis based on the duration of the project. 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) Relocation expenses for Construction Manager's personnel.
- (h) 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% of the Cost of the Project as defined in Article 9** 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: pre-construction services, 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.
- (24) Job office supplies – includes paper, pencils, paper clips, file folders, staples, etc..., and janitorial supplies (photo copy or blue print paper not included).

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 **\$7,500**, 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 \$1,000,000 Each Occurrence,

Liability Coverages, Bodily Injury & Property Damage	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.
- (4) 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.
- (5) 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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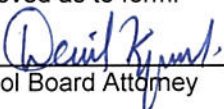
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

The School Board of Pinellas County, Florida

By: _____
Carol J. Cook,, Chairperson

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

Approved as to form:



School Board Attorney

Biltmore Construction Co., Inc.
1055 Ponce de Leon Blvd.
Belleair, FL 33756

By: _____

Title: _____

Attachment: Tyrone Middle CM AGREEMENT (3856 : Agreement - Biltmore Construction Co., Inc. - Tyrone Middle)

EXHIBIT A
CONSTRUCTION MANAGER'S PERSONNEL
TYRONE MIDDLE SCHOOL

Personnel	Title	Duration (Months)	Time Available (%)	Hourly Rate	Billable Hours	Burden Rate	Total Compensation
DURING DESIGN:							
OFF-SITE STAFF:							
Vito DiRuggiero	Project Executive	3	1.50%	\$ 60.10	8.00	31.97%	\$ 635.00
Ron Cupler	Project Manager	3	9.00%	\$ 60.10	48.00	31.97%	\$ 3,807.00
Kim Madley	Preconstruction Administrator	3	5.00%	\$ 30.00	26.00	31.97%	\$ 1,029.00
Janice Hajek	Project Administrator	3	2.50%	\$ 22.85	13.00	31.97%	\$ 392.00
Barry Cercone	Project Estimator	3	3.50%	\$ 38.46	18.00	31.97%	\$ 914.00
John Martin	Project Scheduler	3	1.50%	\$ 44.13	8.00	31.97%	\$ 466.00
Carl Kenyon	Safety Director	3	0.00%	\$ 32.81	-	31.97%	\$ -
Don Bannister	Project Accountant	3	0.50%	\$ 39.93	3.00	31.97%	\$ 158.00
Vae Hyde	Risk Manager	3	0.35%	\$ 40.50	1.85	31.97%	\$ 99.00
					-		
ON-SITE STAFF:							
Ray Rankin	Project Superintendent	3	0.00%	\$ 37.75	-	36.00%	\$ -
Paul Arnone	Foreman	3	0.00%	\$ 20.21	-	36.00%	\$ -
Total Pre- Construction							\$7,500

Attachment: Tyrone Middle CM AGREEMENT (3856 : Agreement - Biltmore Construction Co., Inc. - Tyrone Middle)

EXHIBIT A (Cont'd)

CONSTRUCTION MANAGER'S PERSONNEL

TYRONE MIDDLE SCHOOL

Personnel	Title	Duration (Months)	Time Available (%)	Hourly Rate	Billable Hours	Burden Rate	Total Compensation
<u>DURING CONSTRUCTION:</u>							
OFF-SITE STAFF:							
Vito DiRuggiero	Project Executive	6	5.00%	\$ 60.10	53.00	31.97%	\$ 4,204.00
Ron Cupler	Project Manager	7	40.00%	\$ 60.10	493.00	31.97%	\$ 39,102.00
Janice Hajek	Project Administrator	7	35.00%	\$ 22.85	431.00	31.97%	\$ 12,997.00
Barry Cercone	Project Estimator	6	7.00%	\$ 38.46	74.00	31.97%	\$ 3,756.00
John Martin	Project Scheduler	6	7.00%	\$ 44.13	74.00	31.97%	\$ 4,309.00
Carl Kenyon	Safety Director	6	7.00%	\$ 32.81	74.00	31.97%	\$ 3,204.00
Don Bannister	Project Accountant	6	5.00%	\$ 39.93	53.00	31.97%	\$ 2,793.00
Vae Hyde	Risk Manager	6	2.04%	\$ 40.50	21.54	31.97%	\$ 1,151.00
ON-SITE STAFF:		6					
Ray Rankin	Project Superintendent	6	100%	\$ 37.75	1,056.00	36.00%	\$ 54,215.00
Paul Amone	Foreman	6	40%	\$ 20.21	422.00	36.00%	\$ 11,599.00
Total Construction							\$137,330

**TYRONE MIDDLE SCHOOL
EXHIBIT B**

Construction Manager's Labor Burden

	Management (Off-Site Personnel)	Non-Management Employees (On-Site Supervisory Personnel)	On-Site Hourly Employees
Social Security Tax	6.20%	6.20%	6.20%
Medicare Tax	1.45%	1.45%	1.45%
State Unemployment Tax	0.61%	0.61%	0.61%
Federal Unemployment Tax	0.06%	0.06%	0.06%
Workers Compensation	0.53%	2.97%	8.15%
Health Insurance	7.09%	11.67%	18.78%
Holidays	3.08%	3.08%	3.08%
Sick Days	2.31%	2.31%	2.31%
Retirement	2.00%	2.00%	2.00%
Vacations	3.85%	3.85%	3.85%
Vehicle Fuel	4.79%	1.80%	0.00%
Total (not to exceed)	31.97%	36.00%	46.49%

EXHIBIT C

Partial GMP



January 28, 2013

Mr. David Gilson
Construction Coordinator
Walter Pownall Service Center
11111 S. Belcher Road
Largo, FL. 34643

Re: Tyrone Middle School
Early Partial Guaranteed Maximum Price (GMP)

Dear Dave,

In accordance with our discussions, we have estimated the cost for the first phase of construction, which will primarily be the investigation of existing conditions to include sanitary piping and underground utilities. The potential scope of work will include ground penetrating radar, camera video, smoke testing and hand excavation of sanitary lines.

Construction / Early Procurement: \$375,000.00
Per the scope listed above.

Based on the owner's budget goal of \$750,000.00 we would recommend an Early Partial GMP amount of Three Hundred Seventy Five Thousand Dollars (\$375,000.00) with mobilization to commence immediately upon receipt of Notice to Proceed.

If you should have any further questions or need any additional information, please do not hesitate to call.

Sincerely,

Ronald E. Cupler
Project Manager

Cc: Vito DiRuggiero

1055 Ponce de Leon Boulevard – Belleair, Florida 33756 – 727.585.2084 - Fax 727.585.2088

SCHEDULED

REQUEST FOR APPROVAL (ID # 3857)

February 26, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of Agreement With Plisko Architecture, P.A., AIA for Architectural and Contract Administration Services in Connection With the Freezer/Dry Storage Replacement Project in the Amount of \$44,000 at Walter Pownall Service Center, Project No. 9502

BACKGROUND:

Pursuant to Section 287.055 Florida Statutes, negotiations were conducted for architectural services in connection with the freezer/dry storage project at Walter Pownall Service Center.

The estimated total cost of this project is \$244,000. The agreement is the result of these negotiations. The cost for this agreement is \$44,000. 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 Walter Pownall Service Center.

IMPACT STATEMENT:

Construction Cost (Construction Manager)	\$0	
Construction Cost (Final GMP) Sub-Total		\$0
Project Architect/Engineering Design Cost (PA/E)	\$44,000	
PA/E Sub-Total		\$44,000
Administrative Fees (Miscellaneous)	\$0	
Miscellaneous Sub-Total		\$0
Furniture, Equipment and Technology (FE & T)	\$0	
FE & T Sub-Total		\$0
Total Project Cost to Date		\$44,000
The source of this funding is Food Service Revenue.		

DATA SOURCE:

David Koperski, School Board Attorney
Joe Maceda, Financial Reporting Analyst
Pem Nelmda, Structural Engineer
Alex Plisko, Plisko Architecture, P.A., AIA

SUBMITTED BY:

Michael Bessette, Associate Superintendent, Operational Services

(09/12)

ATTACHMENTS:

- Walter Pownall SerCtr PAE AGREEMENT (PDF)

AGREEMENT

THIS AGREEMENT, made and entered into this **26th day of February, 2013**, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, hereinafter referred to as the "Board" and **Plisko Architecture, P.A., AIA**, hereinafter referred to as the "Project Architect/Engineer" or the PA/E:

WITNESSETH

WHEREAS, the Board intends to construct a **Freezer/dry Storage Replacement at Walter Pownall Service Center, Project No. 9502**, hereinafter referred to as the "Project;" and

WHEREAS, the Board has estimated the total cost of **\$244,000** 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 **Freezer/dry Storage Replacement at Walter Pownall Service Center, Project No. 9502**, hereinafter referred to as the "Project" and scheduled for approval by the Board on the **26th day of February, 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 lowest bona fide bid, 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. authorize re-bidding the Project within a reasonable time; or,
3. if the Project is abandoned, terminate in accordance with Paragraph X; or,
4. 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.4. 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 **\$44,000** 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 **\$40,515** 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:

1. Mechanical/Plumbing/Fire Measured drawings	\$ 500
2. Florida Energy Calculations	\$1,000
3. Detailed Cost Estimate for Phase II Preliminary	\$1,185
4. Reimbursable items with receipts not to exceed	<u>\$ 800</u>
Total.....	\$3,485

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. 50% complete Phase I Documents.....(6%).....**\$1,725**
(Upon review and approval by the Office of the School Board Architect)
2. 100% complete Phase I Documents.....(6%).....**\$1,725**
(Upon review and approval by the Office of the School Board Architect)
3. Upon Board approval of Phase I Documents (3%).....**\$ 860**

B. Preliminary Design Phase (Phase II):

1. 50% complete Phase II Documents.....(8%).....**\$2,300**
(Upon review and approval by the Office of the School Board Architect)
2. 100% complete Phase II Documents.....(8%).....**\$2,300**
(Upon review and approval by the Office of the School Board Architect)
3. Upon Board approval of Phase II Documents (4%).....**\$1,150**

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.....(12%).....**\$3,450**
(Upon review and approval by the Office of the School Board Architect)
2. 66% complete Phase III Documents.....(12%).....**\$3,450**
(Upon review and approval by the Office of the School Board Architect)
3. 100% complete Phase III Documents (Upon DOE or Office of the School Board Architect's approval including satisfaction of the permit review mandatory's).....(16%).....**\$4,600**

D. Bidding Phase IV.....**\$7,135**

E. Construction Phase (Phase V): During the construction phase of the Project, the PA/E will be paid the fee of **\$11,820** 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:

Rev. 03/8/10

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 **fifteen (15)** 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 **fifteen (15)** 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 **thirty (30)** 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.

Balance of page left intentionally blank

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

Plisko Architecture, P.A., AIA
800 Drew Street
Clearwater, FL 33755

By: _____

Title: _____

print or type name

Approved as to Form:

David Kymul
School Board Attorney

SCHEDULED

REQUEST FOR APPROVAL (ID # 3858)

February 26, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of Vehicle Use Agreements to Non-profit Organizations for a Period of one Year

BACKGROUND:

JB Sanderlin Family Center, Palm Harbor Montessori Academy, R'Club Child Care, Inc., Solid Rock Community School and YMCA of the Suncoast have requested vehicle use agreements. A copy of the agreements is attached.

Under Florida Statute 1006.261, a school district may provide to any non-profit organization the option to contract for the use of school buses to transport school age children if they can provide liability protection for the district with the minimum amounts of \$100,000 per person/\$325,000 per occurrence. It requires the organization to hold the district harmless from liability in exchange for services provided at cost. These agreements also stipulate that the use of buses by this group will not conflict with regular school board transportation schedules.

STRATEGIC DIRECTION: Student Services and Community Relations

ALTERNATIVES:

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

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

The district will continue providing this type of transportation service to non-profit organizations, but shall not subject itself to additional liability exposures.

IMPACT STATEMENT:

These agreements do not require any commitment of funds by the school board. The organizations hiring these services will be billed for costs associated with services provided. Users may contact the school board's transportation department at any time to inquire as to the current rates.

DATA SOURCE:

David Koperski, School Board Attorney
Rick McBride, Director, Transportation
Joe Maceda, Financial Reporting Analyst
Lounell C. Britt, Executive Director, JB Sanderlin Family Center
Sheryl Chelena, Events Coordinator, Palm Harbor Montessori Academy

Arthur O'Hara, Executive Director, R'Club Child Care, Inc.
Melissa Yost, Administrator, Solid Rock Community School
Elizabeth Dubuque, Executive Vice President/Chief Operating Officer, YMCA of the Suncoast

SUBMITTED BY:

Michael Bessette, Associate Superintendent, Operational Services

ATTACHMENTS:

- Sanderlin VUA 2013_0825 (PDF)
- Palm Hbr Montessori VUA 2013_0821 (PDF)
- R'Club VUA 2013_0822 (PDF)
- Solid Rock VUA 2013_0823 (PDF)
- YMCA of the Suncoast VUA 2013_0824 (PDF)

VEHICLE USE AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2013 by and between **THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA**, hereinafter referred to as the "School Board," and the _____, a municipal corporation, hereinafter referred to as "User". The parties agree as follows:

1. The School Board will provide shuttle bus transportation to **User** for the contract period ending August 23, 2013, for the purpose of transporting school-age children, with chaperones, who participate in **User's** sponsored programs. **User** shall make all requests for specific uses during the contract period to the **School Board's** Transportation Department, who will determine whether buses are available pursuant to paragraph 3 below.
2. Transportation is for the sole purpose of transporting school-age children, with chaperones, who participate in **User's** sponsored programs to and from locations in Pinellas and adjacent counties.
3. The bus or buses will be operated by an employee of the **School Board**, who is licensed to drive a school bus, and shall be assigned by the Director of Transportation or designee. Buses may be used under this agreement only if they are available at the times requested, and such use shall not interfere with or impair regular school transportation. The **School Board's** Transportation Department shall be the final authority as to the availability of buses.
4. (A) **User** shall pay to the **School Board**, for the use of said school bus service that begins weekdays before 4:00 p.m., a sum per bus of the current rate per hour to include 15 minutes before and 15 minutes after the use, plus the surcharge rate per mile. There shall be a minimum charge of two hours. The current rate per hour and surcharge rate per mile will be that rate used by the **School Board**, in its sole discretion, as of the date of the bus usage. **User** may investigate the current rates by either contacting the **School Board's** Transportation Department or visiting their [website](#).
 (B) If requests extend to service that begins weekdays after 4:00 p.m., weekends and any non-school day, **User** shall pay a sum per bus of the current rate per hour to include 30 minutes before and 30 minutes after the use, plus the surcharge rate per mile. There shall be a minimum charge of four hours. The current rate per hour and surcharge rate per mile will be that rate used by the **School Board**, in its sole discretion, as of the date of the bus usage. **User** may investigate the current rates by either contacting the **School Board's** Transportation Department or visiting their [website](#).
 (C) "Weekend" is defined as a Saturdays and Sundays. "Weekend" shall also include Fridays during the time that the **School Board** is on its summer calendar schedule. "Weekday" is defined as all days not meeting the definition of "Weekend". "Non-school day" is defined as a weekday when students are not scheduled to attend classes.
5. This agreement is made pursuant to section 1006.261, Florida Statutes, and the parties agree that they will comply with the provisions therewith. The **User** will provide certificate of required liability insurance to the **School Board** prior to the time of any transportation under this Agreement, showing the **School Board** of Pinellas County, Florida as an additional insured.

IN WITNESS WHEREOF, the parties have executed this agreement at Largo, Pinellas County, Florida, the date first above written.

**THE SCHOOL BOARD OF
PINELLAS COUNTY, FLORIDA**

By: _____
Chairperson

Attest: _____
Superintendent

Approved as to form: *[Signature]*
Office of General Counsel

Bus Use Agreement - Municipalities

Organization

SBSanderlin Family Center
Organization Name

Lounell C Britt EXECUTIVE
Print Name and Title

[Signature]
Signature

Attachment: Sanderlin VUA 2013_0825 (3858 : Vehicle Use Agreements - 5 Organizations)

VEHICLE USE AGREEMENT

THIS AGREEMENT, entered into this day of , 2013 by and between **THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA**, hereinafter referred to as the "School Board," and the Palm Harbor Montessori Academy, a Florida corporation not for profit, hereinafter referred to as "User". The parties agree as follows:

1. The School Board will provide shuttle bus transportation to User for the contract period ending August 23, 2013, for the purpose of transporting school-age children, with chaperones, who participate in User's sponsored programs. User shall make all requests for specific uses during the contract period to the **School Board's** Transportation Department, who will determine whether buses are available pursuant to paragraph 3 below.
2. Transportation is for the sole purpose of transporting school-age children, with chaperones, who participate in User's sponsored programs to and from locations in Pinellas and adjacent counties.
3. The bus or buses will be operated by an employee of the **School Board**, who is licensed to drive a school bus, and shall be assigned by the Director of Transportation or designee. Buses may be used under this agreement only if they are available at the times requested, and such use shall not interfere with or impair regular school transportation. The **School Board's** Transportation Department shall be the final authority as to the availability of buses.
4. (A) User shall pay to the **School Board**, for the use of said school bus service that begins weekdays before 4:00 p.m., a sum per bus of the current rate per hour to include 15 minutes before and 15 minutes after the use, plus the surcharge rate per mile. There shall be a minimum charge of two hours. The current rate per hour and surcharge rate per mile will be that rate used by the **School Board**, in its sole discretion, as of the date of the bus usage. User may investigate the current rates by either contacting the **School Board's** Transportation Department or visiting their website.
 (B) If requests extend to service that begins weekdays after 4:00 p.m., weekends and any non-school day, User shall pay a sum per bus of the current rate per hour to include 30 minutes before and 30 minutes after the use, plus the surcharge rate per mile. There shall be a minimum charge of four hours. The current rate per hour and surcharge rate per mile will be that rate used by the **School Board**, in its sole discretion, as of the date of the bus usage. User may investigate the current rates by either contacting the **School Board's** Transportation Department or visiting their website.
 (C) "Weekend" is defined as a Saturdays and Sundays. "Weekend" shall also include Fridays during the time that the **School Board** is on its summer calendar schedule. "Weekday" is defined as all days not meeting the definition of "Weekend". "Non-school day" is defined as a weekday when students are not scheduled to attend classes.
5. This agreement is made pursuant to section 1006.261, Florida Statutes, and the parties agree that they will comply with the provisions therewith. The User will provide certificate of required liability insurance to the **School Board** prior to the time of any transportation under this Agreement, showing the **School Board** of Pinellas County, Florida as an additional insured.

IN WITNESS WHEREOF, the parties have executed this agreement at Largo, Pinellas County, Florida, the date first above written.

**THE SCHOOL BOARD OF
PINELLAS COUNTY, FLORIDA**

By: _____
Chairperson

Attest: _____
Superintendent

Approved as to form: David Kyndt
School Board Attorney's Office
Bus Agreement – Non-Profit

Organization

Palm Harbor Montessori Academy
Organization Name

Sheryl Chelena - Events Coordinator
Print Name and Title

Sheryl Chelena
Signature

Attachment: Palm Hbr Montessori VUA 2013_0821 (3858 : Vehicle Use Agreements - 5 Organizations)

VEHICLE USE AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2013 by and between **THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA**, hereinafter referred to as the "School Board," and the _____, a Florida corporation not for profit, hereinafter referred to as "User". The parties agree as follows:

1. The School Board will provide shuttle bus transportation to **User** for the contract period ending August 23, 2013, for the purpose of transporting school-age children, with chaperones, who participate in **User's** sponsored programs. **User** shall make all requests for specific uses during the contract period to the **School Board's** Transportation Department, who will determine whether buses are available pursuant to paragraph 3 below.
2. Transportation is for the sole purpose of transporting school-age children, with chaperones, who participate in **User's** sponsored programs to and from locations in Pinellas and adjacent counties.
3. The bus or buses will be operated by an employee of the **School Board**, who is licensed to drive a school bus, and shall be assigned by the Director of Transportation or designee. Buses may be used under this agreement only if they are available at the times requested, and such use shall not interfere with or impair regular school transportation. The **School Board's** Transportation Department shall be the final authority as to the availability of buses.
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 (B) If requests extend to service that begins weekdays after 4:00 p.m., weekends and any non-school day, **User** shall pay a sum per bus of the current rate per hour to include 30 minutes before and 30 minutes after the use, plus the surcharge rate per mile. There shall be a minimum charge of four hours. The current rate per hour and surcharge rate per mile will be that rate used by the **School Board**, in its sole discretion, as of the date of the bus usage. **User** may investigate the current rates by either contacting the **School Board's** Transportation Department or visiting their website.
 (C) "Weekend" is defined as a Saturdays and Sundays. "Weekend" shall also include Fridays during the time that the **School Board** is on its summer calendar schedule. "Weekday" is defined as all days not meeting the definition of "Weekend". "Non-school day" is defined as a weekday when students are not scheduled to attend classes.
5. This agreement is made pursuant to section 1006.261, Florida Statutes, and the parties agree that they will comply with the provisions therewith. The **User** will provide certificate of required liability insurance to the **School Board** prior to the time of any transportation under this Agreement, showing the **School Board** of Pinellas County, Florida as an additional insured.

IN WITNESS WHEREOF, the parties have executed this agreement at Largo, Pinellas County, Florida, the date first above written.

**THE SCHOOL BOARD OF
PINELLAS COUNTY, FLORIDA**

By: _____
Chairperson

Attest: _____
Superintendent

Approved as to form: Daniel Kijal
Office of General Counsel
Bus Agreement – Non-Profit

Organization

R'club Child Care, Inc.
Organization Name

Arthur O'Hara Exec. Dir.
Print Name and Title

Arthur O'Hara
Signature

Attachment: R'Club VUA 2013_0822 (3858 : Vehicle Use Agreements - 5 Organizations)

VEHICLE USE AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____ 2013 by and between **THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA**, hereinafter referred to as the "School Board," and the Solid Rock Community School, a Florida corporation not for profit, hereinafter referred to as "User". The parties agree as follows:

1. The School Board will provide shuttle bus transportation to **User** for the contract period ending August 23, 2013, for the purpose of transporting school-age children, with chaperones, who participate in **User's** sponsored programs. **User** shall make all requests for specific uses during the contract period to the **School Board's** Transportation Department, who will determine whether buses are available pursuant to paragraph 3 below.
2. Transportation is for the sole purpose of transporting school-age children, with chaperones, who participate in **User's** sponsored programs to and from locations in Pinellas and adjacent counties.
3. The bus or buses will be operated by an employee of the **School Board**, who is licensed to drive a school bus, and shall be assigned by the Director of Transportation or designee. Buses may be used under this agreement only if they are available at the times requested, and such use shall not interfere with or impair regular school transportation. The **School Board's** Transportation Department shall be the final authority as to the availability of buses.
4. (A) **User** shall pay to the **School Board**, for the use of said school bus service that begins weekdays before 4:00 p.m., a sum per bus of the current rate per hour to include 15 minutes before and 15 minutes after the use, plus the surcharge rate per mile. There shall be a minimum charge of two hours. The current rate per hour and surcharge rate per mile will be that rate used by the **School Board**, in its sole discretion, as of the date of the bus usage. **User** may investigate the current rates by either contacting the **School Board's** Transportation Department or visiting their [website](#).
 (B) If requests extend to service that begins weekdays after 4:00 p.m., weekends and any non-school day, **User** shall pay a sum per bus of the current rate per hour to include 30 minutes before and 30 minutes after the use, plus the surcharge rate per mile. There shall be a minimum charge of four hours. The current rate per hour and surcharge rate per mile will be that rate used by the **School Board**, in its sole discretion, as of the date of the bus usage. **User** may investigate the current rates by either contacting the **School Board's** Transportation Department or visiting their [website](#).
 (C) "Weekend" is defined as a Saturdays and Sundays. "Weekend" shall also include Fridays during the time that the **School Board** is on its summer calendar schedule. "Weekday" is defined as all days not meeting the definition of "Weekend". "Non-school day" is defined as a weekday when students are not scheduled to attend classes.
5. This agreement is made pursuant to section 1006.261, Florida Statutes, and the parties agree that they will comply with the provisions therewith. The **User** will provide certificate of required liability insurance to the **School Board** prior to the time of any transportation under this Agreement, showing the **School Board** of Pinellas County, Florida as an additional insured.

IN WITNESS WHEREOF, the parties have executed this agreement at Largo, Pinellas County, Florida, the date first above written.

**THE SCHOOL BOARD OF
PINELLAS COUNTY, FLORIDA**

By: _____
Chairperson

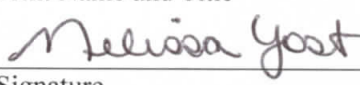
Attest: _____
Superintendent

Approved as to form: 
Office of General Counsel
Bus Agreement – Non-Profit

Organization

Solid Rock Community School
Organization Name

Melissa Yost, Admin
Print Name and Title


Signature

Attachment: Solid Rock VUA 2013_0823 (3858 : Vehicle Use Agreements - 5 Organizations)

VEHICLE USE AGREEMENT

2013

THIS AGREEMENT, entered into this _____ day of _____, 2012 by and between **THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA**, hereinafter referred to as the "School Board," and the YMCA of the Suncoast, a Florida corporation not for profit, hereinafter referred to as "User". The parties agree as follows:

1. The School Board will provide shuttle bus transportation to **User** for the contract period ending August 23, 2013, for the purpose of transporting school-age children, with chaperones, who participate in **User's** sponsored programs. **User** shall make all requests for specific uses during the contract period to the **School Board's** Transportation Department, who will determine whether buses are available pursuant to paragraph 3 below.
2. Transportation is for the sole purpose of transporting school-age children, with chaperones, who participate in **User's** sponsored programs to and from locations in Pinellas and adjacent counties.
3. The bus or buses will be operated by an employee of the **School Board**, who is licensed to drive a school bus, and shall be assigned by the Director of Transportation or designee. Buses may be used under this agreement only if they are available at the times requested, and such use shall not interfere with or impair regular school transportation. The **School Board's** Transportation Department shall be the final authority as to the availability of buses.
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 (C) "Weekend" is defined as a Saturdays and Sundays. "Weekend" shall also include Fridays during the time that the **School Board** is on its summer calendar schedule. "Weekday" is defined as all days not meeting the definition of "Weekend". "Non-school day" is defined as a weekday when students are not scheduled to attend classes.
5. This agreement is made pursuant to section 1006.261, Florida Statutes, and the parties agree that they will comply with the provisions therewith. The **User** will provide certificate of required liability insurance to the **School Board** prior to the time of any transportation under this Agreement, showing the **School Board** of Pinellas County, Florida as an additional insured.

IN WITNESS WHEREOF, the parties have executed this agreement at Largo, Pinellas County, Florida, the date first above written.

**THE SCHOOL BOARD OF
PINELLAS COUNTY, FLORIDA**

By: _____
Chairperson

Attest: _____
Superintendent

Approved as to form: David Kymul
Office of General Counsel
Bus Agreement – Non-Profit

Organization

YMCA of the Suncoast
Organization Name

ELIZABETH DUBUQUE Executive VP/COO
Print Name and Title

Elizabeth M. Dubuque
Signature

02/26/13 05:30 PM

Regular School Board Meeting301 Fourth Street SW
Largo, FL 33770***Pinellas County
Schools*****SCHEDULED****REQUEST FOR APPROVAL (ID # 3859)**

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

ATTACHMENTS:

- Bids 2-26-13 (PDF)

PURCHASING AGENDA SUMMARY

February 26, 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>
13-340-123	Chemical Fire Suppression Systems: Maintenance & Repair Services	HPS	2 yrs.	County Wide Rodger Williams	Various	Various	Hernando Fire & Safety Equipment	100,000.00	100,000.00 (estimate)	
13-968-128	Removal & Replacement of Wood Shop Dust Collection System	LRB	N/A	Walter Pownall Service Center, Cliff Powers	0373/0450	3500/3001	Air Mechanical & Service Corporation	159,696.00	159,696.00	
13-805-120	Athletic Equipment & Supplies	LRB	1 yr.	County Wide Nick Grasso	0100/var.	2610/var.	Allen Sports Center BSN Sports Gulfshore Sports Store, Inc. M-F Athletics, Inc. Neff Company Paul Pryor Travel Bags, Inc. Pyramid School Products S & S Worldwide, Inc.	Unknown	100,000.00 (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

2613agensum.doc)

Attachment: Bids 2-26-13 (3859 : Bids)

PURCHASING AGENDA SUMMARY

February 26, 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

BID NUMBER	BID TITLE	BID CAT.	BID TERM	DESTINATION / REQUESTER	*FUND/ CC	**PROJECT /SUBPROJ	RECOMMENDED VENDOR	TOTAL \$ by VENDOR	TOTAL \$ of BID	COMMENTS
13-340-122	Chemical Fire Suppression Systems: Inspection, Testing & Certification Services	LRB	2 yrs.	County Wide Rodger Williams	Various	Various	All Florida Fire Equipment Company, Inc.	75,000.00	75,000.00 (estimate)	
13-805-119	Athletic Uniforms	LRB	1 yr.	County Wide Nick Grasso	0100/var.	2610/var.	Allen Sports Center Gulfshore Sports Store, Inc. Pyramid School Products	Unknown	50,000.00 (estimate)	
13-805-087	Physical Education Equipment & Supplies	LRB	1 yr.	Warehouse Dept. Joe Zihala	0100/5800		BSN Sports Gopher Sport Pyramid School Products S&S Worldwide, Inc.	Unknown	40,000.00 (estimate)	
13-345-121	Athletic Training Supplies	LRB	1 yr.	County Wide Nick Grasso	0100/var.	2610/var.	Henry Schein, Inc. Physician Sales & Service	Unknown	25,000.00 (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

2613agensum.doc)

Attachment: Bids 2-26-13 (3859 : Bids)

PURCHASING AGENDA SUMMARY

February 26, 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>
12-640-210-RA	Cafeteria Paper & Supply Products	RA	4 mos.	Food Service Dept. Art Dunham	0410/5470	9502	Peninsular Paper Company	1,300,000.00	1,300,000.00 (estimate)	<i>Rationale:</i> The original contract value board approved on May 8, 2012 was \$1,000,000.00. An additional \$300,000.00 is needed in order to fulfill orders through the end of the contract period due to increased sales and implementation of afternoon snack programs.
13-200-110-RA	Shoes, Slip-Resistant (Re-Bid)	RA	23 mos.	Food Service Dept. Art Dunham	0410/5470	9502	Shoes For Crews, LLC	102,030.00	102,030.00 (estimate)	<i>Rationale:</i> Original bid allows the District to add new items to the bid after contract award as needed.

*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

2613agensum.doc)

Attachment: Bids 2-26-13 (3859 : Bids)

PURCHASING AGENDA SUMMARY

February 26, 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>
13-285-060	Mobile Generator Package	REJ	N/A	Maintenance Dept. Mike Hewett						<i>Rationale:</i> Four bids were received; the only responsive bid was over budgetary limits. Specifications will be revised and re-bid.
13-968-172-RN	Bleacher Repair Motorization	RN	1 yr.	County Wide Pem Nelmda	Various	Various	Charron Sports Services, Inc.	75,000.00	75,000.00 (estimate)	
13-205-173-RN	Flash Drives, Portable	RN	1 yr.	County Wide, Norm Kelton	Various	Various	Lifetime Memory Products, Inc, Rocky Mountain Ram, LLC	Unknown	10,000.00 (estimate)	
13-070-160-SC	Motor Vehicles: Type C Buses with Lift	SC	N/A	Transportation Dept. Rick McBride	0373/5590	9615/3373	Florida Transportation Systems, Inc.	1,782,180.00	1,782,180.00	<i>Rationale:</i> Utilizing Florida Dept. of Transportation bid #2013-01.

*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

2613agensum.doc)

Attachment: Bids 2-26-13 (3859 : Bids)

PURCHASING AGENDA SUMMARY

February 26, 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>
13-070-151-SC	Motor Vehicles: Police/Special Service Sport Utility Vehicle	SC	N/A	Schools Police Dept. Tom Gavin	0373/5420	9615/3378	Garber Chevrolet Buick GMC, Inc.	63,368.00	63,368.00	<i>Rationale:</i> Utilizing State of Florida Contract for Motor Vehicles 071-000-13-1.
13-205-174-SS	Sole Source Copyrighted Software License, Services, & Training	SS	1 yr	County Wide, Norm Kelton	0100/5140	2150	Focus School Software LLC	260,540.00	260,540.00	<i>Rationale:</i> This vendor is the sole source provider and copyright owner for its Student Information Systems, custom programming, and integration services.

*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

2613agensum.doc)

Attachment: Bids 2-26-13 (3859 : Bids)

PURCHASING AGENDA ITEM**10.14.a**

School Board of Pinellas County, Florida

School Board Meeting of: February 26, 2013**Bid No:** 13-340-123**Bid Title:** Chemical Fire Suppression Systems:
Maintenance & Repair Services**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: 2/27/13 thru 2/26/15☐ N/A - One Time Purchase**Contract Value:** \$ 100,000.00

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
	1	6-months	2 - year	

*** Rationale/Reason**

☐ Reason for Submittal to Board Under Separate Cover:

Bidders Solicited: 106 Bids Received: 2 Late Bids: 0 Rejected Bids: 0 ☐ N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB
Title: Director, Purchasing Department

For: County Wide

Requested By: Michael Hewett
Title: Director, Maintenance Department

Buyer: Jena Grage**Recommended award by vendor as follows: (see attached)**

HERNADO FIRE & SAFETY EQUIPMENT (V-18190)

Provide all labor, materials and equipment necessary to perform corrective and preventative maintenance and repair services of pre-engineered chemical fire suppression systems compliance with reference codes, regulations, rules, standards and/or statutes on an as needed basis at various locations county wide, per specifications.

CATEGORY – 1**Labor Rates: General Repairs and Services**

Description	Hourly Rate
Permitted Technician	
Straight Time (M-F 7:00 AM -4:00 PM)	\$65.00
Nights & Weekends (After Normal Hours)	97.50
Emergencies (Nights and Weekends – After Normal Working Hours) (*)	97.50
Supervisor	
Straight Time(M-F 7:00 AM -: PM)	N/C
Nights & Weekends (After Normal Hours)	N/C
Emergencies (Nights and Weekends – After Normal Working Hours) (*)	N/C
Helper	
Straight Time(M-F 7:00 AM -: PM)	N/C
Nights & Weekends (After Normal Hours)	N/C
Emergencies (Nights and Weekends – After Normal Working Hours) (*)	N/C

(*) Emergency repair calls during normal working hours are billed at normal rates.

CATEGORY – 2**6 – Year Maintenance Service:**

SERVICE REQUIRED	UNIT PRICE
6 – YEAR MAINTENANCE	\$100.00 /Service

CATEGORY – 3**Materials & Supplies:**

Bidder(s) shall indicate the percentage of mark up on manufacturer's wholesale price for parts and materials, regardless of manufacturer (cost plus mark up %). Invoices shall be submitted upon request.

MANUFACTURER	PERCENTAGE
Amerex	30%
Ansul	30%
Kidde	30%
Pyrochem	30%
Range Guard	30%

PURCHASING AGENDA ITEM**10.14.a**

School Board of Pinellas County, Florida

School Board Meeting of: February 26, 2013**Bid No:** 13-968-128**Bid Title:** Removal & Replacement of Wood Shop Dust Collection System**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:** \$ 159,696.00

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: 190 Bids Received: 5 Late Bids: 0 Rejected Bids: 0 ☐ N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB
Title: Director, Purchasing Department

For: Walter Pownall Service Center

Requested By: Edward Ural
Title: Director, Facilities Planning, Design, & Construction

Buyer: Christine Roney***Recommended award by vendor as follows:*****AIR MECHANICAL & SERVICE CORPORATION**

Provide labor & materials to remove and replace the wood shop dust collection system as per plans and specifications.

PURCHASING AGENDA ITEM**10.14.a**

School Board of Pinellas County, Florida

School Board Meeting of: February 26, 2013**Bid No:** 13-805-120**Bid Title:** Athletic Equipment and Supplies**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: 3/14/13 thru 3/13/14☐ N/A - One Time Purchase**Contract Value:** \$ 100,000.00

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 6-months	☐ Length of Each Term - year	☒ None

*** Rationale/Reason**

☐ **Reason for Submittal to Board Under Separate Cover:**

 Bidders Solicited: 139
 Bids Received: 11
 Late Bids: 0
 Rejected Bids: 0
☐ N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB
Title: Director, Purchasing Department

For: County Wide

Requested By: Nick Grasso
Title: Director, PreK-12 Physical Education,
 Drivers Ed, JROTC and Extracurricular Activities

Buyer: Linda Balcombe**Recommended award by vendor as follows:**

BASEBALL

ITEM NO	DESCRIPTION	TERMS ITEM NO.	BRAND AND PRODUCT NO.	MIN. SHIP QTY	UNIT PRICE	VENDOR
1	BASEBALL – leather w/wool winding, raised seams, NFHS stamp required on each ball. Price per dozen	80502743	Baden 3B-PRO-FL	1 dz	39.95	Gulfshore Sports Store, Inc. V-1017
2	BATTERS HELMET: w/NOCSAE seal, molded plastic w/replaceable padding	80502757	Schutt Air-6 OSFM, BSN #K10571	1	14.93	BSN Sports V-323
3	CATCHERS HELMET: hockey style, helmet/fact guard conditions.	80502716	Easton Stealth	1	87.42	Gulfshore Sports Store, Inc. V-1017
4	CHEST PROTECTOR; over the shoulder fit, removable shoulder caps.	80502795	Easton Force	1	106.00	Gulfshore Sports Store, Inc. V-1017
5	SKIN GUARDS- Adjustable knee insert	80502799	Easton Force	1 pr	117.00	Gulfshore Sports Store, Inc. V-1017

BASKETBALL

6	BASKETBALL MENS – State ball	80502322	Spalding TF 1000 Legacy 74-7168FL	1	39.18	Allen Sports Center V-84
7	BASKETBALL WOMENS- State ball	80502323	Spalding TF 1000 Legacy 74-7358FL	1	39.18	Allen Sports Center V-84
8	NETS – Nylon, no whip, with poly insert	80502320	Champion 409	2	1.72	Pyramid School Products V-1824

FLAG FOOTBALL

9	BELTS – flags permanently attached to belt, priced by dozen	80502801	Triple Threat ATFFA	2 dz	17.76	BSN Sports V-323
10	FOOTBALL – GAME leather, State Ball	80502802	Spalding J5Y 62-9258FL	1	28.64	Allen Sports Center V-84
11	FOOTBALL PRACTICE	80502805	Spalding J5Y composite 62-8358FL	1	18.77	Allen Sports Center V-84
12	MOUTHGUARD Youth size, all colors, with insurance	80502804	B22-MSMOUT	25	.38	BSN Sports V-323

FOOTBALL

ITEM NO	DESCRIPTION	TERMS ITEM NO.	BRAND AND PRODUCT NO.	MIN. SHIP QTY	UNIT PRICE	VENDOR
13	AIR PUMP	80502146	Martin E1120	1	72.48	Pyramid School Products V-1824
14	BELT- 1" non elastic web belt, D-ring, metal tip, 60" length	80502110	Athletic Specialties PWB	12	.79	Pyramid School Products V-1824
15	DOWN MARKERS & CHAINS; molded plastic set	80502139	Athletic Specialties LS3	1	197.73	Allen Sports Center V-84
16	EXTRA POINT TEE;	80502135	Pro Down MSPATXXX	1	1.65	BSN Sports V-323
17	FACE GUARD HARDWARE SET	80502117	Schutt FGAS	1	8.65	Allen Sports Center V-84
18	FACE GUARD	80502149	Schutt RS PROP DW	1	34.77	Allen Sports Center V-84
19	FACE GUARD	80502150	Schutt OPI-RS	1	34.77	Allen Sports Center V-84
20	FACE GUARD	80502151	Schutt RJOP-UB-DW	1	39.77	Allen Sports Center V-84
21	FOOTBALL – NFHS Stamp required	80502165	Wilson 1001	6	51.30	Gulfshore Sports Store, Inc. V-1017
22	FOOTBALL – NFHS Stamp required	80502127	Wilson F1205	6	48.20	Gulfshore Sports Store, Inc. V-1017
23	FOOTBALL – NFHS Stamp required	80502188	Wilson GST	6	56.40	Gulfshore Sports Store, Inc. V-1017
24	FOOTBALL – NFHS Stamp required	80502173	Spalding Top Flight J5V BSN #1159691	1	30.43	BSN Sports V-323
25	FOOTBALL – NFHS Stamp required	80502196	Rawlings Pro 5	6	41.00	Gulfshore Sports Store, Inc. V-1017
26	FOOTBALL – NFHS Stamp required	80502079	Spalding SB1 72-6031	1	51.33	Allen Sports Center V-84
27	FOOTBALL – NFHS Stamp required	80502384	NIKE FT0210	1	55.00	Gulfshore Sports Store, Inc. V-1017
28	GIRDLE SHELL ONLY – 3 pocket without pads	80502198	Adams 655	1	17.64	Allen Sports Center V-84
29	GIRDLE SHELL ONLY 5 pocket without pads	80502080	All Star GDK5-DLT	1	11.63	Allen Sports Center V-84

FOOTBALL

ITEM NO	DESCRIPTION	TERMS ITEM NO.	BRAND AND PRODUCT NO.	MIN. SHIP QTY	UNIT PRICE	VENDOR
30	GIRDLE ; 5 pocket with integrated pads included	80502081	All Star GDK- 5-5-DLP	1	17.09	Allen Sports Center V-84
31	HARD CUP CHIN STRAP terry cloth/flannel padding inside cup	80502152	Athletic Specialties HCT-9	1	6.04	Allen Sports Center V-84
32	HELMET – Riddell Speed only	80502383				No bids received
33	HELMET – Riddell Revolution only	TBD				No bids received
34	HELMET – Schutt only	80502382	Schutt DNA	1	124.11	Allen Sports Center V-84
35	HELMET – Schutt only	80502147	Schutt Vengeance	1	177.10	Allen Sports Center V-84
36	HELMET – Rawlings only	80502082	Rawlings Quantum	1	126.15	Allen Sports Center V-84
37	HELMET – Rawlings only	80502083	Rawlings Impulse	1	116.11	Allen Sports Center V-84
38	HELMET – Xenith only	80502084	Xenith 2	1	145.00	Allen Sports Center V-84
39	HELMET CHEEK PAD – Universal, fits all helmets	80502142	Athletic Specialties JPM	1	2.49	Allen Sports Center V-84
40	HELMET CHIN STRAP High hook up	80502119	Schutt	1	7.75	Allen Sports Center V-84
41	HELMET CHIN STRAP Low hook up	80502199	Schutt	1	7.75	Allen Sports Center V-84
42	HELMET CHIN STRAP High Hook up Riddell	80502108				No bids received
43	HELMET CHIN STRAP Low hook up Riddell	80502192				No bids received
44	HELMET INFLATION PUMP w/needle	80502169	Athletic Specialties IPR	1	11.65	Allen Sports Center V-84
45	HIP PADS 3- piece hip pad set, pads only, slotted high rise, vinyl dipped.	80502144	All Star GP2000SP	1 set	5.53	Allen Sports Center V-84
46	HIP PADS: 3 piece hip pad set, pads only, slotted low rise, vinyl dipped	80502145	All Star GP2000 SPL	1 set	5.53	Allen Sports Center V-84
47	KICK OFF TEE -	80502134	MSKICKOF	1	1.50	BSN Sports V-323

FOOTBALL

ITEM NO	DESCRIPTION	TERMS ITEM NO.	BRAND AND PRODUCT NO.	MIN. SHIP QTY	UNIT PRICE	VENDOR
48	KNEE PAD: Air cushion, vinyl dipped	80502102	All Star KP 2000	1 pr	2.86	Allen Sports Center V-84
49	MOUTH PIECE – with insurance policy, non release loop strap	80502129	MSMOUT	25	.30	BSN Sports V-323
50	PUSH BACK SHIELD: 30” vinyl covered solid foam	80502179	Pro Down 200232811	1	37.95	BSN Sports V-323
51	PUSH BACK SHIELD 43” vinyl covered solid foam	80502180	Pro Down 200234411	1	43.45	BSN Sports V-323
52	PYLON MARKERS – Set of 4, 4” x 4” x 18”, weighted bottom	80502136	Athletic Specialties	1 set	20.83	Allen Sports Center V-84
53	RIB PAD	80502107	All Star	1	22.88	Allen Sports Center V-84
54	SCRIMMAGE CAP – lycra for helmets	80502113	Athletic Specialties SCP	12	2.42	Pyramid School Products V-1824
55	SHOULDER INJURY PAD – vinyl foam, elastic, under arm straps.	80502112	Pro Down FBSIPL	1	12.34	BSN Sports V-323
56	SHOULDER PAD LACES -	80502137	Pro Down FBSIL36X	1 gross	11.85	BSN Sports V-323
57	SHOULDER PAD STRAP	80502140	Athletic Specialties WE	1 roll	27.48	Allen Sports Center V-84
58	SHOULDER PADS -	80502131	Pro Team 36	1	51.33	Allen Sports Center V-84
59	SHOULDER PADS	80502172	Gear 2000 Air Tech	1	159.99	BSN Sports V-323
60	SHOULDER PADS Riddell	80502121				No bids received
61	SHOULDER PADS	80502085	Rawlings Spartan	1	102.00	Gulfshore Sports Store, Inc. V-1017
62	SHOULDER PADS	80502086	Schutt XV Flex	1	64.88	Allen Sports Center V-84
63	SPINAL TAIL PAD for hip pads slotted pro line	80502111	Pro Down FBTPS	1	1.34	BSN Sports V-323
64	THIGH GUARD Closed cell, vinyl dipped	80502101	Athletic Specialties TYL	1	4.80	Gulfshore Sports Store, Inc. V-1017

SOCCER

ITEM NO	DESCRIPTION	TERMS ITEM NO.	BRAND AND PRODUCT NO.	MIN. SHIP QTY	UNIT PRICE	VENDOR
65	BALL, GAME – State ball, NFHS stamp	80502613	Brine BC 105	1	31.11	Allen Sports Center V-84
66	BALL, PRACTICE Size 5 sewn synthetic cover, 32 panel, butyl bladder	80502605	Adidas W45026	1	9.13	Allen Sports Center V-84
67	FIELD CONES – Low profile, flexible, plastic, lightweight, 2” x 7”, assorted colors	80502621	Gamecraft 1040890	12	.39	Pyramid School Products V-1824
68	SHIN/ANKLE GUARDS – Plastic molded stirrup design, hook and loop closure, must have NSFS tag on all guards	80502606	Adidas 18342	1 pr	7.13	Allen Sports Center V-84
69	BALL BAG: large drawstring opening, wet/dry pockets, shoulder straps, holds 12-15 balls	80567946	Adidas 334978	1	12.70	Allen Sports Center V-84
70	INFLATOR, BALL hand held, dual pump action	80567947	Adidas 616419	1	6.10	Allen Sports Center V-84

SOFTBALL

71	SOFTBALL, REGULATION – leather softball, NFHS stamp required	80502709	Dudley Heat 43/147	1 dz	53.30	Allen Sports Center V-84
72	PITCHING MACHINE BALL – yellow dimpled	80502780	MacGregor BBDSBALL	1 dz	17.83	BSN Sports V-323
73	BASES – Set of 4	80502756	MacGregor BBBA5EPX	Set	102.90	BSN Sports V-323

TRACK AND FIELD

74	TRACK SHOE SPIKES : Pyramid spikes, 1/8”, 100 per bag	80502742	M-F 4630	1 bag	8.00	M-F Athletics, Inc. V-10758
75	TRACK SHOE SPIKES: Pyramid spikes, ¼”, 100 per bag	80502741	M-F 4631	1 bag	8.00	M-F Athletics, Inc.V-10758
76	TRACK SHOE SPIKES: Needle spikes, ¼”, 100 per bag	80502872	M-F 4642	1 bag	8.00	M-F Athletics, Inc. V-10758

TRACK AND FIELD

ITEM NO	DESCRIPTION	TERMS ITEM NO.	BRAND AND PRODUCT NO.	MIN. SHIP QTY	UNIT PRICE	VENDOR
77	IRON SHOT PUT – 12lbs. Cast Iron	80502735	First Place 4456	1	24.00	M-F Athletics, Inc. V-10758
78	IRON SHOT PUT – 4.5 kg. Cast Iron	80502736	First Place 0071	1	23.50	M-F Athletics, Inc. V-10758
79	IRON SHOT PUT – 16 lbs. Cast Iron	80502737	First Place 4459	1	30.25	M-F Athletics, Inc. V-10758
80	PLASTIC DISC MENS – Center Weighted	80502767	First Place 5331	1	34.00	M-F Athletics, Inc. V-10758
81	PLASTIC DISC WOMENS – Center weighted	80502764	First Place 5333	1	28.00	M-F Athletics, Inc. V-10758
82	HURDLE – Rocker hurdle, no front bar, 1 piece welded, 16 gauge steel base, for all 5 hurdling heights.	80502720	First Place Competitor 6921	1	76.00	M-F Athletics, Inc. V-10758
83	STARTING BLOCK ; 4 angle adjustable pedals, aluminum center rail	80502721	MF Athletics 4062A	1	74.98	Pyramid School Products V-1824
84	FIBERGLASS CROSS BAR ; 14’ 10”	80502723	First Place 3103	1	140.00	M-F Athletics, Inc. V-10758

VOLLEYBALL

85	ANTENNA UNIT – w/ rod and pockets	80502000	Tachikara VBANT	1	47.98	Pyramid School Products V-1824
86	BALL BAG – Ball bag with strap, holds 6 balls	80502208	Athletic Specialties ELB6	1	6.98	Allen Sports Center V-84
87	BALL CART -	80502011	Tachikara BCHAM	1	87.98	Pyramid School Products V-1824
88	BALL, GAME – leather, 18 panels, butyl bladder, NFHS stamp required, state ball	80502003	Spalding TF 5000	1	31.88	Allen Sports Center V-1824
89	BALL, PRACTICE – composite, butyl bladder	80502012	Tachikara SV185	1	11.99	Pyramid School Products V-1824
90	KNEE PADS – nylon blend, 8” sleeve height. White or black	80502001	Adidas 251737	1 pr	12.10	Allen Sports Center V-84

WRESTLING						
ITEM NO	DESCRIPTION	TERMS ITEM NO.	BRAND AND PRODUCT NO.	MIN. SHIP QTY	UNIT PRICE	VENDOR
91	FACE MASK – Black only	80502400	Cliff Keen FG3	1	44.89	Pyramid School Products V-1824
92	HEAD GEAR – 4 strap	80502418	Matman 36	1	13.88	Pyramid School Products V-1824
93	HEAD GEAR – 4 strap, two tone headgear	80502405	Cliff Keen E58	1	21.54	Pyramid School Products V-1824
94	EARGUARD – 4 strap system	80502411	Brute E12	1	18.49	Pyramid School Products V-1824
95	KNEE PADS – lycra	80502412	Brute 0272	1 pr	8.10	Allen Sports Center V-84
96	MAT TAPE – Clear, 4” x 48’	80502409	Brute 0247	1 roll	6.78	Pyramid School Products V-1824
97	SCALE – Slide balance, medical grade	80502401	Detector 1077858	1	210.94	BSN Sports V-323
98	DOUBLE MOUTHGUARD – vented, clear	80502425	Wilson 1298741	1	.47	BSN Sports V-323
99	MOUTHGUARD – Adult fit, without strap	80502427	Adams 1403270	1	.32	BSN Sports V-323

MISCELLANEOUS SUPPLIES						
100	STARTING PISTOL - .32 caliber only	80502520	M-F 4725	1	76.00	M-F Athletics, Inc. V-10758
101	CALIBER BLANKS - .32 w/smoke 50/box	80502500	Winchester 4741	1 box	45.00	M-F Athletics, Inc. V-10758
102	STOPWATCH -	80502421	Sportline 340	6	8.98	Pyramid School Products V-1824
103	SCRIMMAGE VEST - Mesh, 100% nylon, elastic waist	80502518	BSN C46	12	1.41	Pyramid School Products V-1824
104	CHENILLE AWARD LETTER – 4” 1 color block	80502507	NEFF CHILT	1	1.94	Neff Company V-1610
105	CHENILLE AWARD LETTER – 7” 2 color block	80502508	NEFF CHILT 3D	1	3.24	Neff Company V-1610
106	CHENILLE AWARD LETTER – 7” 2 color block	80502509	NEFF CHILT 2	1	3.24	Neff Company V-1610
107	CHENILLE AWARD LETTER – 7” 2 color double monogram	80502510	NEFF CH2LT 1	1	3.24	Neff Company V-1610

(13-120pr079tab.doc)

Attachment: Bids 2-26-13 (3859 : Bids)

MISCELLANEOUS SUPPLIES

ITEM NO	DESCRIPTION	TERMS ITEM NO.	BRAND AND PRODUCT NO.	MIN. SHIP QTY	UNIT PRICE	VENDOR
108	CHENILLE AWARD LETTER – 7” 2 color double monogram 3D	80502511	NEFF CH2LT-3D	1	3.24	Neff Company V-1610
109	CHENILLE AWARD LETTER – 7” 2 color monogram, script	80502712	NEFF CH2LT SCRIPT	1	3.24	Neff Company V-1610
110	CHENILLE AWARD LETTER – 6” full block w/embroidered insert	80502513	NEFF CHILT w/team name	1	1.84	Neff Company V-1610
111	CHENILLE AWARD LETTER – 6” full block w/embroidered insert	80502514	NEFF CHILT w/lamp of learning	1	3.19	Neff Company V-1610
112	CHENILLE AWARD LETTER – 6” full block w/double embroidered insert	80502522	NEFF CH2LT w/lamp of learning	1	3.19	Neff Company V-1610
113	METAL AWARD INSERTS – various athletic insignias	80502515	NEFF	25	.50	Neff Company V-1610
114	TEAM TRAVEL BAG -	80502519	Paul Pryor 670	6	27.25	Paul Pryor Travel Bags, Inc. V-1715
115	TEAM BALL BAG – Water resistant	80567949	Paul Pryor 615W	1	65.00	Paul Pryor Travel Bags, Inc. V-1715
116	5 GALLON BUCKET BALL SLEEVE – 13” x 22” fits over 5 gallon ball bucket	80502530	Paul Pryor 645S	1	45.00	Paul Pryor Travel Bags, Inc. V-1715
117	MEASURING TAPE – 100’ fiberglass open reel	80502750	Alumagoal MSTAP100	1	6.99	Pyramid School Products V-1824
118	MEASURING TAPE – 200’ fiberglass open reel	80502722	Alumagoal MSTAP200	1	9.79	Pyramid School Products V-1824
119	AEROSOL FIELD MARKING PAINT -12 20oz. cans per case, fits any type of striping machine, no lead paint, variety of colors	80502526	Krylon K08300	Case	36.75	Pyramid School Products V-1824
120	AEROSOL FIELD MARKING PAINT – 12 26 oz cans per case, fits any type of striping machine, no lead paint, variety of colors	80502531	Krylon K08300	Case	36.75	Pyramid School Products V-1824
121	MARBLE MARKING DUST – 50 lb bags	80502527	U.S. Coatings #50	10 bags	15.98	Pyramid School Products V-1824
122	CHALK LINE MARKER – 4 wheel line marker, holds 50lb chalk, draws 2” or 4” lines	80502528	Jaypro W9040	1	145.25	S&S Worldwide, Inc. V-10727
123	4 WHEEL STRIPING MACHINE – 4 wheel, all metal, stores 12 cans, easy height adjustment, wind screen, folds for storage	80502529	BSN 0795XXXX	1	66.98	BSN Sports V-323

PURCHASING AGENDA ITEM**10.14.a**

School Board of Pinellas County, Florida

School Board Meeting of: February 26, 2013**Bid No:** 13-340-122**Bid Title:** Chemical Fire Suppression Systems:
Inspection, Testing & Certification
Services**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: 2/27/13 thru 2/26/15☐ N/A - One Time Purchase**Contract Value:** \$ 75,000.00

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
	1	6-months	2 - year	

*** Rationale/Reason**

☐ **Reason for Submittal to Board Under Separate Cover:**

 Bidders Solicited: 94
 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: County Wide
Requested By: Michael Hewett
Title: Director, Maintenance Department
Buyer: Jena Grage**Recommended award by vendor as follows: (see attached)**

ALL FLORIDA FIRE EQUIPMENT COMPANY, INC. (V-22409)

Provide all labor, materials and equipment necessary to perform two (2) NFPA compliance inspections, testing and certification per year of pre-engineered chemical fire suppression systems in compliance with reference codes, regulations, rules, standards and/or statutes at various locations county wide, per specifications.

CATEGORY – 1**Semi-Annual Inspection, Testing & Certification of Kitchen Hood Fire Suppression Systems per Bid Specifications:**

BRAND & MODEL OF SYSTEM	UNIT PRICE
Ansul - R102	\$70.00 /Inspection-Test
Kidde - HDR25	70.00 /Inspection-Test
Kidde - WHDR	70.00 /Inspection-Test
Range Guard - RG	70.00 /Inspection-Test
Pyro-Chem – PCL 460	70.00 /Inspection-Test

CATEGORY – 2**Semi-Annual Inspection, Testing & Certification of Paint Booths & Fuel Depot Fire Suppression Systems per Bid Specifications:**

BRAND & MODEL OF SYSTEM	UNIT PRICE
Amerex	\$70.00 /Inspection-Test
Kidde - HDR50	70.00 /Inspection-Test
Pyro-Chem – PCI 25/50	70.00 /Inspection-Test
Pyro-Chem – PCI 50	70.00 /Inspection-Test

CATEGORY – 3**Hydrostatic - Testing Cost Per Test Performed:**

SERVICE REQUIRED	UNIT PRICE
HYDROSTATIC TESTING	No Charge /Test

Attachment: Bids 2-26-13 (3859 : Bids)

PURCHASING AGENDA ITEM

10.14.a

School Board of Pinellas County, Florida

School Board Meeting of: February 26, 2013**Bid No:** 13-805-119**Bid Title:** Athletic Uniforms**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: 3/14/13 thru 3/13/14☐ N/A - One Time Purchase**Contract Value:** \$ 50,000.00

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 6-months	☐ Length of Each Term - year	☒ None

*** Rationale/Reason**☐ Reason for Submittal to Board Under Separate Cover:
 Bidders Solicited: 28
 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: County Wide
Requested By: Nick Grasso
Title: Director, PreK-12 Physical Education,
 Drivers Ed, JROTC and Extracurricular
 Activities
Buyer: Linda Balcombe**Recommended award by vendor as follows:**

BASEBALL

ITEM NO	DESCRIPTION	TERMS ITEM NO.	BRAND AND PRODUCT NO.	MIN. SHIP QTY	UNIT PRICE	VENDOR
1	GAME JERSEY: Sublimated button down jersey, two color name front, two color number front and back, flat mesh sleeves, sublimated braid on jersey. Sizes S-XXL	80502408	NIKE 453355	6	67.50	Gulfshore Sports Store, Inc. V-1017
2	GAME PANT: Poly wrap knit pant, flat mesh design on back yoke, contrast stitch on pants, gripper waist, two back pockets, 7 belt loops, double knees. Sizes S-XXL	80502702	NIKE 453356	6	40.50	Gulfshore Sports Store, Inc. V-1017

BOYS BASKETBALL

3	PRACTICE JERSEY: 100% Nylon, reversible mesh tank, wide strap shoulder, one color school name front, one color number back, strip down side and on inner back. Sizes S-XXL	80502330	NIKE 509142	6	27.00	Gulfshore Sports Store, Inc. V-1017
4	PRACTICE SHORT: 100% Nylon, mesh, elastic waistband w/draw cord, tricot lining, 11" inseam with contrast side seam and bottom hem. Sizes S-XXL	80502329	NIKE 392949	6	18.00	Gulfshore Sports Store, Inc. V-1017
5	GAME JERSEY: 100% Polyester, two color name and number front, two color number back, sublimated, back panel mesh, V-neck, contrast neck band. Sizes S-XXL	80502338	NIKE 436638	6	44.00	Gulfshore Sports Store, Inc. V-1017
6	GAME SHORT: 100% Polyester, 2" gripper waistband w/draw cord, 11.25" inseam, two color side stripes. Sizes S-XXL	80502308	NIKE 436639	6	49.00	Gulfshore Sports Store, Inc. V-1017
7	WARM UP SET: JERSEY –two color top, long sleeve, dri-fit, sleeve hem, two color school name front. PANT – tear away double knit w/elasticized draw cord, side panel snaps down leg, contrast white piping . Priced as set Sizes S-XXL	80502315	NIKE 436632 (Jersey) NIKE 436633 (Pant)	6	85.00	Gulfshore Sports Store, Inc. V-1017

BOYS BASKETBALL (MIDDLE SCHOOL)						
ITEM NO	DESCRIPTION	TERMS ITEM NO.	BRAND AND PRODUCT NO.	MIN. SHIP QTY	UNIT PRICE	VENDOR
8	GAME JERSEY: 100% Nylon mesh, 2 color name and number front. Sizes S-3X	80502286	Game Gear GT 851	6	19.19	Allen Sports Center, V-84
9	GAME PANT: 100% Nylon mesh, 2 color, 9" inseam. Sizes S-3X	80502287	Game Gear GT 7978	6	18.22	Allen Sports Center, V-84

GIRLS BASKETBALL						
10	PRACTICE JERSEY: 100% Nylon racer mesh back tank, one color school name front, one color number back, contrast color on side panels/shoulders Sizes S-XXL	80502328	NIKE 509176	6	27.00	Gulfshore Sports Store, Inc. V-1017
11	PRACTICE SHORT: Tricot mesh short with contrast side seam and bottom hem, 2" waistband with draw cord, 9" inseam, one color number right leg. Sizes XS-XXL	80502311	NIKE 436652	6	18.00	Gulfshore Sports Store, Inc. V-1017
12	GAME JERSEY: 100% Polyester, two color sublimated name front, two color number front and back, mesh fabric back of jersey. Sizes S-XXL	80502336	NIKE 436643	6	40.00	Gulfshore Sports Store, Inc. V-1017
13	GAME SHORT: 100% Polyester, draw cord waistband, set in side panel, 10.5" inseam. Sizes S-XXL	80502348	NIKE 436644	6	47.00	Gulfshore Sports Store, Inc. V-1017
14	WARM UP SUIT: JERSEY- long sleeve shirt, dri fit pique V-neck, contrast center front inset with two color name, 2" rib knit cuff. PANT: tear away double knit w/elasticized draw cord, side panel snaps down leg, contrast white piping. Priced as set. Sizes S-XXL	80502314	NIKE 392928 (Jersey) NIKE 436633 (Pant)	6	85.00	Gulfshore Sports Store, inc. V-1017

GIRLS BASKETBALL (MIDDLE SCHOOL)						
ITEM NO	DESCRIPTION	TERMS ITEM NO.	BRAND AND PRODUCT NO.	MIN. SHIP QTY	UNIT PRICE	VENDOR
15	GAME JERSEY: 100% nylon mesh, 2 color name and number, front. Sizes S-3X	80502309	Game Gear GT 851W	6	17.84	Allen Sport Center V-84
16	GAME PANT: 100% nylon mesh, 2 color, 9" inseam. Sizes S-3X	80502310	Game Gear GT 7877W	6	16.54	Allen Sport Center V-84

FLAG FOOTBALL						
17	GAME JERSEY: Dri fit Spandex top, V-neck, ragland arm hole, side seams, 2 color name front, 2 color number front and back. Sizes XS-XXL	80502809	NIKE 410633	6	39.95	Gulfshore Sports Store, Inc. V-1017
18	GAME SHORT: Dri Fit with contrast trim, mesh inserts, gripper waistband with draw cord, 7" inseam. Sizes XS-XXL	80502800	NIKE 360097	6	27.00	Gulfshore Sports Store, Inc. V-1017

FOOTBALL						
19	GAME PANT: Contrast piping and side inset, non roll elastic tunnel waistband, spandex thigh and knee pad, "no lace front" 86 % nylon/14% spandex. Sizes S-3XL	80502195	NIKE 346538	6	49.95	Gulfshore Sports Store, Inc. V-1017
20	GAME PANT: Mesh panel "no lace front" non roll waistband and zig zag construction, spandex thigh and pad system. Sizes S-3XL	80502194	NIKE 535717	6	54.00	Gulfshore Sports Store, Inc. V-1017
21	GAME JERSEY: Tampered fit, two ply reinforced shoulder, back yoke and sleeve, side panel inserts, rib knit neck and arm cuff, 2 color school name front, 2 color number back, 2 color sleeve numbers. Sizes S-3XL	80502193	NIKE 337310	6	65.00	Gulfshore Sports Store, Inc. V-1017
22	GAME JERSEY: Same as above w/team mascot/logo on sleeve. Sizes S-3XL	80502183	NIKE 337310	6	65.00	Gulfshore Sports Store, Inc. V-1017

FOOTBALL

ITEM NO	DESCRIPTION	TERMS ITEM NO.	BRAND AND PRODUCT NO.	MIN. SHIP QTY	UNIT PRICE	VENDOR
23	PRACTICE JERSEY: Mesh, open arm, belt length cut, two ply yoke, 100% nylon, 10" number front and back. Sizes S-XXXL	80502166	NIKE 535528	6	18.00	Gulfshore Sports Store, Inc. V-1017
24	PRACTICE PANT; 86% polyester/14% spandex, no fly front. Sizes S-XXXL	80502105	NIKE 535527	6	24.00	Gulfshore Sports Store, Inc. V-1017

BOYS SOCCER

25	GAME JERSEY: Dri fit mesh fabric, long sleeve inserts under arms, crew neck, 100% polyester. Name on front, 4" number front and back. Sizes S-XXL	80502600	Adidas Condivo 7611	6	17.77	Allen Sports Center V-84
26	GAME JERSEY: Same as above except short sleeves. Sizes S-XXL	80502867	Adidas Tiro 7708	6	12.77	Allen Sports Center V-84
27	GAME SHORT: 100% polyester dri fit mesh fabric, contrasting side panels, 7" inseam. Sizes S-XXL	80502868	Adidas Tiro 9674	6	9.11	Allen Sports Center V-84

GIRLS SOCCER

28	GAME JERSEY: Short sleeve, crew neck, dri fit fabric with mesh panel, 1 color name front, 1 color number front and back. 100% polyester. Sizes XS-XL	80502623	Adidas Tiro 7704	6	12.77	Allen Sports Center V-84
29	GAME SHORT: 100% polyester dri fit woven short, dri fit mesh elastic waist with draw cord, 4" inseam. Sizes XS-XL	80502624	Adidas Tiro 9671	6	9.11	Allen Sports Center V-84

MISCELLANEOUS SOCCER

ITEM NO	DESCRIPTION	TERMS ITEM NO.	BRAND AND PRODUCT NO.	MIN. SHIP QTY	UNIT PRICE	VENDOR
30	GAME SOCKS: Lightweight polypropylene heel/toe sock with double welt top, compression zones. Sizes S-L	80502619	Bristol "Polyprop" #PPS	12	2.99	Pyramid School Products. V-1864
31	GOALIE JERSEY; 100% polyester moisture management, V-neck collar, long sleeve, padded shoulder and sleeve. Sizes XXS-XXL	80502602	Adidas Freno 7641	1	22.95	Allen Sports Center V-84
32	GOALIE SHORT: 100% stretch polyester, 8.5" inseam, padded hips. Sizes XS-XXL	80502612	Adidas 9667	1	22.95	Allen Sports Center V-84
33	PRACTICE VEST/TRAINING BIB: 100% polyester mesh vest. One Size	80567936	NIKE 459657	1	6.25	Gulfshore Sports Store, Inc. V-1017

SOFTBALL

34	GAME SHIRT: Dri fit pique mesh, contrast sleeve, back mesh inset, 2 color name front, 2 color number front and back. Sizes XS-XXL	80502724	NIKE 359556	6	54.00	Gulfshore Sports Store, Inc. V-1017
35	GAME PANT: Gripper at leg opening, double knee, contrast piping along side seams and back panel, hidden pockets in back piping seam, gripper waist and draw cord. Sizes XS-XXL	80502705	NIKE 360098	6	33.75	Gulfshore Sports Store, Inc. V-1017

BOYS TRACK AND FIELD

36	SINGLET JERSEY: Dri fit mesh, 100% polyester, 2 color name front, 6" number back, wrap knit mesh back. Sizes S-4X	80502707	Adidas 3832	6	16.28	Allen Sports Center V-84
37	TRACK SHORT: Woven split leg with contrast side panel and elastic waist with draw cord. 100% polyester, dri fit liner. 4" inseam. Sizes S-4X	80502753	Adidas 9698	6	14.32	Allen Sports Center V-84

BOYS TRACK AND FIELD

ITEM NO	DESCRIPTION	TERMS ITEM NO.	BRAND AND PRODUCT NO.	MIN. SHIP QTY	UNIT PRICE	VENDOR
38	TIGHT TANK, SLEEVELESS; Dri fit sleeveless speed top with mesh, 2 color name front, 6" number back, polyester/spandex blend. Sizes XS-4X	80502755	Adidas 3845	6	19.33	Allen Sports Center V-84
39	TIGHT SHORT: Elastic waistband with draw cord, zipper back pocket, flat seams, 9.5" inseam .Sizes XS-4XL	80502754	Adidas 9677	6	18.20	Allen Sports Center V-84

BOYS TRACK AND FIELD (MIDDLE SCHOOL)

40	TRACK JERSEY: Singlet, with panels, single ply, V-Notch side hems. Sizes XS-XXL	80502884	Game Gear PT890	6	13.50	Gulfshore Sports Store, Inc. V-1017
41	TRACK SHORT: 5" inseam with panels, elastic waistband, matching inner brief. Sizes XS-XXL	80502762	Game Gear PT687	6	10.75	Gulfshore Sports Store, Inv. V-1017

GIRLS TRACK AND FIELD

42	SINGLET JERSEY; Dri fit piques 100% polyester with wrap knit mesh back and contrast mesh insert. 2 color name front, 6" number back. Sizes XS-XXL	80502778	Adidas V33976	6	16.28	Allen Sports Center V-84
43	TRACK SHORT: Woven short with contrast trim downside, elastic waist and draw cord. 100% polyester, liner: poly/spandex blend. Sizes XS-XXL	80502708	Adidas V33970	6	14.32	Allen Sports Center V-84
44	TANK: Dri fit fabric, flat seam construction, built in bra, insert side panel, 2 color name front, 6" number back. Poly/spandex blend. Sizes XS-XXL	80502885	Adidas 33977	6	28.22	Allen Sports Center V-84
45	TRACK SHORT: Dri fit boy cut, 1.5" waist and draw cord, waistband with contrast trim downside. Sizes XS-XXL	80502752	Adidas P43281	6	18.20	Allen Sports Center V-84

GIRLS TRACK AND FIELD (MIDDLE SCHOOL)						
ITEM NO	DESCRIPTION	TERMS ITEM NO.	BRAND AND PRODUCT NO.	MIN. SHIP QTY	UNIT PRICE	VENDOR
46	SINGLET JERSEY: Running singlet, 100% polyester, dri fit fabric, 2 color name front, sizes XS-XXL	80502886	Game Gear PT980W	6	13.50	Gulfshore Sports Store, Inc. V-1017
47	TRACK SHORT: 100% polyester, dri fit fabric, 4" inseam. Sizes XS-XXL	80502887	Game Gear PT687	6	10.75	Gulfshore Sports Store, Inc. V-1017

VOLLEYBALL						
48	GAME JERSEY JV: Dri fit back piques, contrast angled side pane, 1 color name front, 4" number front, 6" number back. Sizes XS-XXL	80502007	NIKE 418645	6	29.95	Gulfshore Sports Store, Inc. V-1017
49	GAME JERSEY- VARSITY; Lightweight cap sleeve, mesh inserts under armhole and side panels. 3 color sublimated design, 2 color name and number front, 2 color number back. Poly/spandex blend. Sizes XS-XXL	80502004	NIKE 378357	6	36.95	Gulfshore Sports Store, Inc. V-1017
50	GAME SHORT: Dri fit fabric short, 3.75" inseam, poly/spandex blend. Sizes XXS-XXL	80502005	NIKE 108720	6	20.00	Gulfshore Sports Store, Inc. V-1017

VOLLEYBALL (MIDDLE SCHOOL)						
51	GAME JERSEY: V-neck dir fit fabric, 100% polyester, cap sleeve, name and number front, number back. Sizes XS-XXL	80502002	Game Gear PT 825	6	19.80	Gulfshore Sports Store, Inc. V-1017
52	GAME SHORT: Dri fit short with elastic waist, 4" inseam. Sizes XS-XXL	80502008	Game Gear 203	6	7.80	Gulfshore Sports Store, Inc. V-1017

WRESTLING						
ITEM NO	DESCRIPTION	TERMS ITEM NO.	BRAND AND PRODUCT NO.	MIN. SHIP QTY	UNIT PRICE	VENDOR
53	SINGLETTTE – JV: Nylon/lycra blend, 3” name screened, 1” rib knit elastic cuff at end of leg, 7” inseam. Sizes XS-3X	80502404	Brute 0129	6	23.90	Allen Sport Center V-84
54	SINGLETTTE – VARSITY: Poly/lycra blend, 3” name screened front, 1” rib knit elastic cuff at end of leg, contrast arm and neck hole trim. 7” inseam. Sizes XS-3XL	80502403	Brute 012387	12	45.33	Allen Sport Center V-084
55	WARM UP TOP AND BOTTOM; JACKET: Fully lined, full zipper, contrast inset on chest and upper back, zipper side seam pockets, elastic draw cord at hem, 1 color name back. PANT: lined draw cord, contrast insets, covered leg zips. Price as a set Sizes S-2X	80502422	Russell S20/S21	6	77.80	Allen Sports Center V-84

PURCHASING AGENDA ITEM**10.14.a**

School Board of Pinellas County, Florida

School Board Meeting of: February 26, 2013**Bid No:** 13-805-087**Bid Title:** Physical Education Equipment & Supplies**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: 3/01/13 thru 2/28/14☐ N/A - One Time Purchase**Contract Value:** \$ 40,000.00

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 6-months	☐ Length of Each Term - year	☒ None

*** Rationale/Reason**

☐ Reason for Submittal to Board Under Separate Cover:

Bidders Solicited: 130 Bids Received: 9 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: Nickolas R. Grasso
Title: Director, PreK-12 Physical Education,
 Drivers Education, ROTC &
 Extracurricular Activities

Buyer: Mary Ann McConahy

Requested By: Joe Zihala
Title: Warehouse Coordinator

Recommended award by vendor as follows: (see attached)

Provide and deliver *Physical Education Equipment and Supplies* as needed to the district warehouse.

ITEM NO.	ITEM	TERMS ITEM NO.	TRADE NAME OF ITEM BID	QTY (est.)	UOM	MIN. SHIP. QTY	UNIT PRICE	Special I.D/QT#	VENDOR
BADMINTON SUPPLIES									
1	BADMINTON RACKET , Molded nylon.	80567740	BSN RQ110	60	each	1	\$3.64 ea	3069151-2012	BSN Sports V-323
BASKETBALL SUPPLIES									
2	BASKETBALL , Youth Junior, (27-1/2" - 28-1/2"), rubber.	80567756	No Award						
3	BASKETBALL , Official size, rubber, nylon reinforce carcass.	80567755	No Award						
4	BASKETBALL , Women's or Intermediate, (28-1/2" - 29" circumference), rubber.	80567757	No Award						
5	BASKETBALL NETS , Nylon.	80567761	S&S W2982	155	each	1	0.68 ea	13-805-087-14PE	S&S Worldwide, Inc. V-10727
6	BASKETBALL BACKBOARD , Steel, 12 ga. enamel finish, 54" x 34", fan shaped, 1-1/2" deep flange, reinforced welded back channel, 1-piece construction, no hoop or chain. (Rear Mount)	80567767	Gared #1266	12	each	1	\$273.44 ea	3069151-2012	BSN Sports V-323
7	BASKETBALL GOAL , with nylon net: Double rim, Rear Mount Only	80567765	Gared #66-144	50	Each	1	\$59.98 ea		Pyramid School Products V-1824
8	BASKETBALL GOAL with nylon net: Single rim, Front Mount Only	80567766	Gared 26WO	50	Each	1	\$46.07ea	13-805-087-14PE	S&S Worldwide, Inc. V-10727
FOOTBALL SUPPLIES									
9	FOOTBALL , ELEMENTARY, Jr. Size, rubber.	80567794	Voit CF6	200	each	None	\$3.22 ea	3069151-2012	BSN Sports V-323
10	FOOTBALL , Regulation size, 1st grade, rubber, 3-ply striped.	80567795	Voit XF9S	1 or more	each	None	\$3.54 ea	3069151-2012	BSN Sports V-323

ITEM NO.	ITEM	TERMS ITEM NO.	TRADE NAME OF ITEM BID	QTY (est.)	UOM	MIN. SHIP. QTY	UNIT PRICE	Special I.D/QT#	VENDOR
11	RIP FLAG BELT SET, RED (Set includes 1 belt and 2 flags)	80567835	FlagaTag MSFB	130 sets	set		0.73 set	3069151-2012	BSN Sports V-323
12	RIP FLAG BELT SET, YELLOW (Set includes 1 belt and 2 flags)	80567836	Flaga Tag MSFB	1 or more	set		0.73 set	3069151-2012	BSN Sports V-323
GOLF SUPPLIES									
13	GOLF BALL , Plastic with holes, 1-5/8" diameter, 1/4 oz.	80567797	S&S W5256	1 or more	dozen	1	\$2.87 dz	13-805-087-14PE	S&S Worldwide, Inc. V-10727
GENERAL SUPPLIES									
14	BEAN BAG , 5" x 5" heavy cloth cover, triple stitch, rubber filled.	80567770	S&S W9765005	1 or more	dozen	1	\$8.44 dz	13-805-087-14PE	S&S Worldwide, Inc. V-10727
15	DECK TENNIS RING	80567785	No Bids Received						
16	PADDLES, PADDLE-TENNIS , One piece, high impact, molded plastic in regular size.	80567818	S&S W4497	1 or more	set	1	\$9.60 set	13-805-087-14PE	S&S Worldwide, Inc. V-10727
17	PINNIE, RED , Tear-resistant nylon elastic strap attach/detach on one side with Velcro. 35" waist stretches to 48"	80567824	S&S W5933001	2 doz	doz	1	\$17.76 doz	13-805-087-14PE	S&S Worldwide, Inc. V-10727
18	PINNIE, BLUE , Tear-resistant nylon elastic strap attach/detach on one side with Velcro. 35" waist stretches to 48"	80567827	S&S W5933005	1 or more	doz	1	\$17.76 doz	13-805-087-14PE	S&S Worldwide, Inc. V-10727
19	PINNIE, GREEN , Tear resistant nylon elastic strap attach/detach on one side with Velcro. 35" waist stretches to 48"	80567826	S&S W5933004	1 or more	doz	1	\$17.76 doz	13-805-087-14PE	S&S Worldwide, Inc. V-10727
20	PINNIE, YELLOW , Tear resistant nylon elastic strap attach/detach on one side with Velcro. 35" waist stretches to 48"	80567825	S&S W5933003	1 or more	doz	1	\$17.76 doz	13-805-087-14PE	S&S Worldwide, Inc. V-10727
21	PLAYGROUND BALL, 6".	80567820	No Award						
22	PLAYGROUND BALL, 8-1/2".	80567821	No Award						

ITEM NO.	ITEM	TERMS ITEM NO.	TRADE NAME OF ITEM BID	QTY (est.)	UOM	MIN. SHIP. QTY	UNIT PRICE	Special I.D/QT#	VENDOR
23	PLAYGROUND BALL, 10".	80567822	No Award						
24	JUMP ROPE, 8 ft	80567807	BSN # 1040067	1 or more	Each		.69 ea	3069151-2012	BSN Sports V-323
25	JUMP ROPE, 16 ft.	80567808	BSN #1040098	1 or more	each		\$1.12 ea	3069151-2012	BSN Sports V-323
26	JUMP ROPE, SEGMENTED, 8 ft.	80567810	GT 11-672	32 set of 6 or 190 ea	Set of 6		\$10.44 set of 6		Gopher Sport V-976
27	JUMP ROPE, SEGMENTED, 16 ft.	80567811	GT-11-675	23 set of 6 or 140 ea	Set of 6		\$13.74 set of 6		Gopher Sport V-976
28	SAFETY PLAY BAT, Plastic.	80567695	Cosom 50705	50	each		\$2.14 ea	3069151-2012	BSN Sports V-323
29	SAFETY PLAY HOCKEY BALL, Plastic, softball size.	80567697	No Award						
30	SPORT FOAM BALLS, No string washable foam, 7" yellow vinyl coating.	80567691	US Games 607	200	each		\$4.72 ea	3069151-2012	BSN Sports V-323
31	SPORT FOAM BALLS, No string washable form, 8-1/2" balls, yellow coated foam.	80567692	US Games 608	45	each		\$8.09 ea	3069151-2012	BSN Sports V-323
32	TETHERBALL, Rubber, recessed rope attachment, nylon rope.	80567890	No Award						
33	TRAFFIC SAFETY CONES, 12" vinyl, heavy duty.	80567901	Pyramid 1122-1200	200	each	25	\$4.29 ea		Pyramid School Products V-1824
34	TRAFFIC SAFETY CONES, ORANGE, 18" vinyl, heavy duty.	80567902	Pyramid 1122-1800	300	each	20	\$5.31 ea		Pyramid School Products V-1824
35	WHISTLE	80567899	Acme 660	200	each		\$1.36 ea	3069151-2012	BSN Sports V-323
36	WHISTLE RUBBER TIP GUARD	80567900	No Award						

ITEM NO.	ITEM	TERMS ITEM NO.	TRADE NAME OF ITEM BID	QTY (est.)	UOM	MIN. SHIP. QTY	UNIT PRICE	Special I.D/QT#	VENDOR
37	MAT, FOLDING , 4' x 8' x 2", polyfoam (firm), 2 foot folding sections. Velcro required on end of mat.	80567817	US Games #6931	5	each		\$128.78 ea	3069151-2012	BSN Sports V-323
GENERAL SUPPLIES									
38	PINGPONG BALLS , White.	80567830	BSN NA 8106BX	1 or more	Set of 6		.82 set of 6	3069151-2012	BSN Sports V-323
39	PINGPONG PADDLE , Rubber faced, one piece construction, gunstock checked grip.	80567829	S&S W3017	1 or more	each	1	\$1.11 ea	13-805-087-14PE	S&S Worldwide, Inc.V-10727
40	SOCCER BALL , Size 5, rubber, 32 panel, black & white.	80567870	Voit CS33	40 ea	each		\$3.16 ea	3069151-2012	BSN Sports V-323
SOFTBALL SUPPLIES									
41	SOFTBALL , Soft, rubber covered.	80567844	Voit VSBG8125	130	each		\$2.77 ea	3069151-2012	BSN Sports V-323
42	SOFTBALL BASES , Rubber, <u>individual bases</u> not sets, beveled edges.	80567864	Voit #SBI	38	each		\$4.96 ea	3069151-2012	BSN Sports V-323
TENNIS SUPPLIES									
43	TENNIS BALLS , Heavy duty.	80567889	Wilson T1001	150	doz	6	9.76 dz		Pyramid School Products V-1824
44	TENNIS RACKET , Aluminum 4-3/8" & 4-1/2" grips.	80567882	MacGregor MTMRAQ38 & 48	1 or more	each		\$7.48 ea	3069151-2012	BSN Sports V-323
TRACK & FIELD SUPPLIES									
45	BATON, RELAY , Aluminum.	80567768	No Bids Received						
46	STOP WATCH , Electronic Timer, digital readout to 1/100 second. Split-Timer for times on two contestants. Readout visible in bright sunlight.	80567891	Sportline 240	140 ea	each	12	\$4.59 ea		Pyramid School Products V-1824
VOLLEYBALL SUPPLIES									
47	VOLLEYBALL , Leather.	80567892	No Award						
48	VOLLEYBALL , Rubber.	80567893	S&S	200	each	1	\$4.12 ea	13-805-087-	S&S

ITEM NO.	ITEM	TERMS ITEM NO.	TRADE NAME OF ITEM BID	QTY (est.)	UOM	MIN. SHIP. QTY	UNIT PRICE	Special I.D/QT#	VENDOR
			W4564					14PE	Worldwide, Inc. V-10727
49	VOLLEYBALL NET , 32' x 3', #30 thread, black 4" mesh, polyester net, tape bindings bottom, ends with tie strings.	80567894	US Games 3457	10	each		\$14.49 ea	3069151-2012	BSN Sports V-323

GENERAL SUPPLIES

50	HALF CONES , Color: Blue, Size: 6".	80567910	US Games 9187	1 or more	each		\$1.64 ea	3069151-2012	BSN Sports V-323
51	HALF CONES , Color: Green, Size: 6".	80567911	US Games 9188	1 or more	each		\$1.64 ea	3069151-2012	BSN Sports V-323
52	HALF CONES , Color: Red Size: 6".	80567912	US Games 9189	130	each		\$1.64 ea	3069151-2012	BSN Sports V-323
53	HALF CONES , Color: Yellow, Size: 6".	80567913	US Games 9190	6	each		\$1.64 ea	3069151-2012	BSN Sports V-323
54	SCRIMMAGE VEST – Color: Gold.	80567839	S&S W4825002	60	dozen	1	\$24.58 doz	13-805-087-14PE	S&S Worldwide, Inc. V-10727
55	SCRIMMAGE VEST – Color: Green.	80567838	S&S W4825004	40	dozen	1	\$24.58 doz	13-805-087-14PE	S&S Worldwide, Inc. V-10727
56	SCRIMMAGE VEST – Color: Blue.	80567837	S&S W4825003	55	dozen	1	\$24.58 doz	13-805-087-14PE	S&S Worldwide, Inc. V-10727
57	SCRIMMAGE VEST – Color: Red (scarlet).	80567840	S&S W4825001	1 or more	each	1	\$24.58 doz	13-805-087-14PE	S&S Worldwide, Inc. V-10727

***Note: Items 2-4, 21-23 All bids rejected, specifications will be revised.
Items 29, 32, 36 & 47: All bids rejected, non-responsive bids received.

PURCHASING AGENDA ITEM**10.14.a**

School Board of Pinellas County, Florida

School Board Meeting of: February 26, 2013**Bid No:** 13-345-121**Bid Title:** Athletic Training Supplies**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: 3/14/13 thru 3/13/14☐ N/A - One Time Purchase**Contract Value:** \$ 25,000.00

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 6-months	☐ Length of Each Term - year	☒ None

*** Rationale/Reason**☐ Reason for Submittal to Board Under Separate Cover:
 Bidders Solicited: 164
 Bids Received: 5
 Late Bids: 0
 Rejected Bids: 2
☐ N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB
Title: Director, Purchasing Department
For: County Wide
Requested By: Nick Grasso
Title: Director, PreK-12 Physical Education,
 Drivers Ed, JROTC and Extracurricular Activities
Buyer: Linda Balcombe**Recommended award by vendor as follows:**

ATHLETIC TRAINING SUPPLIES

ITEM NO	DESCRIPTION	TERMS ITEM NO.	BRAND AND PRODUCT NO.	MIN. SHIP QTY	UNIT PRICE	VENDOR
1	ATHLETIC TAPE – 1 ½” cotton zinc oxide, bleached or unbleached. 15 yd. rolls, 32 rolls per case.	80502200	Henry Schein #5550533	1 cs	48.98	Henry Schein, Inc. V-16541
2	CONFORM TAPE – 2” 7 ½ yd. rolls, 24 rolls per case	80502217	Arrow Lite 2774640	1 cs	35.81	Henry Schein, Inc. V-16541
3	ELASTIKON TAPE – 2” x 2 ½”, 24 rolls per case	80502873	JCC PSS# 2062	1 cs	18.29	Physician Sales & Service V-2845
4	POWER FLEX – 3” 16 rolls per case	80502207	3730WH Henry Schein # 6819333	1 cs	25.89	Henry Schein, Inc. V-16541
5	PRE-WRAP – 34” x 30 yds, 48rolls per case	80502206	Mueller 130702 Henry Schein # 1348805	1 cs	31.32	Henry Schein, Inc. V-16541
6	ADHESIVE SPRAY – 10 oz. can	80502229	#200902N Henry Schein #4254779	1	5.73	Henry Schein, Inc. V-16541
7	ELASTIC WRAP – 3” x 5 yds, 10 per box	80502220	Ambra Le Roy Henry Schein #3200035	1 box	12.76	Henry Schein, Inc. V-16541
8	ELASTIC WRAP – 4” x 5 yds., 10 per box	80502214	Ambra Le Roy Henry Schein # 3200048	1 box	15.91	Henry Schein, Inc. V-16541
9	ELASTIC WRAP – 6” x 5 yds. 10 per box	80502223	Ambra Le Roy Henry Schein #3200036	1 box	25.39	Henry Schein, Inc. V-16541
10	ELASTIC WRAP – 6” X 10 yds. 10 per box	80502293	Ambra Le Roy Henry Schein #6200047	1 box	26.38	Henry Schein, Inc. V-16541
11	SHARK TAPE CUTTER -	80502237	Cramer Henry Schein #1345242	1	7.03	Henry Schein, Inc. V-16541
12	SHARK TAPE CUTTER REPLACEMENT BLADES – 10/box	80502241	Cramer Henry Schein #1345055	1 box	21.16	Henry Schein, Inc. V-16541
13	BANDAGE SCISSORS 7 ¼”	80502216	Henry Schein #3789423	1	5.40	Henry Schein, Inc. V-16541
14	ARM SLING – 12 ½” x 7 ½”	80502211	PSS 61800	1	3.60	Physician Sales & Service V-2845
15	LOW DENSITY POLY FOAM – Pkg of 6, 6” x 12”	80502259	Cramer 061794 Henry Schein # 1347240	1 pkg.	12.70	Henry Schein, Inc. V-16541
16	HIGH DENSITY POLY FOAM – Pkg of 6, 6” x 12”	80502261	Cramer 061894 Henry Schein # 1347223	1 pkg.	12.71	Henry Schein, Inc. V-16541
17	SANI CLOTH P.D.I. – Germicidal disposable cloth, 160 per package	80502267	Nice Pak P13872 Henry Schein #2670039	1 pkg.	6.16	Henry Schein, Inc. V-16541

ATHLETIC TRAINING SUPPLIES

ITEM NO	DESCRIPTION	TERMS ITEM NO.	BRAND AND PRODUCT NO.	MIN. SHIP QTY	UNIT PRICE	VENDOR
18	STERILE PADS – 3” x 3” 100 per box	80502270	Henry Schein # 1003963	1 box	3.51	Henry Schein, Inc. V-16541
19	STERILE PADS – 4” x 4” 100 per box	80502294	Henry Schein #1002634	1 box	5.60	Henry Schein, Inc. V-16541
20	NON STERILE PADS – 3” x 3”, 100 per box	80502225	Dukal 3124-100 Henry Schein #7435304	1 box	1.99	Henry Schein, Inc. V-16541
21	HYDROGEN PEROXIDE – 8 oz bottle	80502213	PSS # 278653	1	.42	Physician Sales & Service V-2845
22	FUNGUS SPRAY – 4 oz	80502239				No bids received
23	ALCOHOL – 70% 16 oz. container	80502224	Henry Schein #1028806	1	1.06	Henry Schein, Inc. V-16541
24	EYE WASH/IRRIGATE – 4 oz. plastic container	80502235	Altaire Henry Schein #1101011	1	1.38	Henry Schein, Inc. V-16541
25	BLOOD SPILL PACK – 10 per package	80502276	PSS #219272	1 pkg.	11.68	Physician Sales & Service V-2845
26	ZORBICIDE SPRAY – Blood stain remover, HIV killer, 4 oz.	80502284	Blood Buster Spray 4193 Henry Schein #1156387	1	4.76	Henry Schein, Inc. V-16541
27	SPEED CLOT SPRAY – 3 oz. spray	80502278	Henry Schein #1516772	1	4.15	Henry Schein, Inc. V-16541
28	WOUND CLOSURE STRIP – ¼” x 3”, 3 per pkg., 150/box	80502272	Henry Schein #9004315	1 box	25.12	Henry Schein, Inc. V-16541
29	WOUND CLOSURE STRIP – 1/8” x 3”, 5 per pkg, 250/box	80502273	Henry Schein #9004317	1 box	25.53	Henry Schein, Inc. V-16541
30	ICE PACKS – box of 16, standard size	80502218	Henry Schein #1535273	1 box	7.03	Henry Schein, Inc. V-16541
31	PULL N PAK® ICE BAGS – 3 gallon bags, 50 bags per roll, 2400 in case	80567938	Henry Schein #1797968	1 case	75.53	Henry Schein, Inc. V-16541
32	EXOCLEAR® WRAP 500 ft per roll, 12 rolls per case	80567964	Henry Schein #9690854	1 case	28.03	Henry Schein, Inc. V-16541
33	BIOFREEZE PAIN RELEIF – gallon pump bottle	80567965	Henry Schein #6010716	1 gallon	93.89	Henry Schein, Inc. V-16541
34	ANALGESIC OINTMENT – 3 oz. tube	80502877	PSS #160757	1	1.14	Physician Sales & Service V-2845
35	ANTI-BACTERIAL SPRAY – 4 oz.	80502877	PSS #226427	1	3.79	Physician Sales & Service V-2845
36	BETADINE® - 8 oz.	80567939	PSS# 5074	1	2.71	Physician Sales & Service V-2845

ATHLETIC TRAINING SUPPLIES						
ITEM NO	DESCRIPTION	TERMS ITEM NO.	BRAND AND PRODUCT NO.	MIN. SHIP QTY	UNIT PRICE	VENDOR
37	TRIPLE ANTIBIOTIC – 1 oz.	80502288	Henry Schein # 9004972	1	1.55	Henry Schein, Inc. V-16541
38	TUFF SKIN – 6 oz.	80502289	Cramer Henry Schein # 1343446	1	7.07	Henry Schein, Inc. V-16541
39	TUFF SKIN – 10 oz.	80502290	Cramer Henry Schein # 1342271	1	7.35	Henry Schein, Inc. V-16541
40	BENZOINE TINCUTRE AMPOULES – 100 per box	80567940	PSS# 15877	1 box	21.06	Physician Sales & Service V-2845
41	SPENCO® 2ND SKIN – 4 per package	80567941	PSS #44322	1 box	4.54	Physician Sales & Service V-2845
42	ANKLE BRACE – one size	80567966	Mueller 86511 Henry Schein # 3640154	1	7.75	Henry Schein, Inc. V-16541
43	CRUTCHES – Aluminum, varying sizes	80512017	Drive Med Henry Schein #8030012	1 pr	11.33	Henry Schein, Inc. V-16541
44	DISINFECTANT – bleach free, no rinse, gallon container	80512108	Austin Henry Schein #1015778	1 gal	6.35	Henry Schein, Inc. V-16541
45	MAT CLEANER – Cleaner and disinfectant, gallon container	80502414	Mueller Whizzer 230201 Henry Schein #1011631	1 gal	37.46	Henry Schein, Inc. V-16541
46	DISINFECTANT, VIRAL – Area cleaner, kills bacteria, viral, fungicidal. Concentrated, 1 oz. to 1 gallon water	80567971	Cramer Matt Kleen Henry Schein #1341763	1 gal	36.62	Henry Schein, Inc. V-16541
47	SQUEEZE BOTTLE – 16oz spray	80502232	Henry Schein #4324802	1	1.71	Henry Schein, Inc. V-16541
48	THIRST QUENCHER – 40 per case/8.5 oz mixed with 1 gallon water	80502201	Gatorade Henry Schein #5602437	1 case	53.97	Henry Schein, Inc. V-16541
49	DRINK DISPENSER – 3 gallon	80502503	Gatorade Henry Schein #1204166	1	38.25	Henry Schein, Inc. V-16541
50	DRINK DISPENSER – 5 gallon	80502504	Gatorade Henry Schein # 1207005	1	49.12	Henry Schein, Inc. V-16541
51	HAND SANITIZER – 8 oz bottle	80567942	Purell PSS #256945	1	1.69	Physician Sales & Service V-2845

School Board Meeting of: **February 26, 2013****Bid No:** 12-640-210-RA**Bid Title:** Cafeteria Paper & Supply Products**Original Bid No:** 10-640-229

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: 2/27/13 thru 6/30/13☐ N/A - One Time Purchase**Contract Value:** \$ 1,300,000.00 (Revised)

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**

The original contract value board approved on May 8, 2012 was \$1,000,000.00. An additional \$300,000.00 is needed to fulfill orders through the end of the contract period due to increased sales and implementation of afternoon snack programs.

☐ Reason for Submittal to Board Under Separate Cover:

Bidders Solicited: _____ Bids Received: _____ Late Bids: _____ Rejected Bids: 0 ☒ N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB
Title: Director, Purchasing Department

For: Food Service Department

Requested By: Art Dunham
Title: Director, Food Service Department

Buyer: Jena Grage**Recommended award by vendor as follows:****PENINSULAR PAPER COMPANY (V-1725)**

Provide and deliver all types of paper & supply products for delivery to approximately **119** District facilities. The **Fixed Fees** for each product will remain firm for the length of the contract period. The **Fixed Fee** includes the distributor's overhead, profit, freight, and handling charges. The distributor may petition for product price increases every six months based upon published third-party market indicators.

PURCHASING AGENDA ITEM**10.14.a**

School Board of Pinellas County, Florida

School Board Meeting of: February 26, 2013**Bid No:** 13-200-110-RA**Bid Title:** Shoes, Slip-Resistant (Re-Bid)**Original Bid No:** 13-200-110

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: 2/27/13 thru 1/14/15☐ N/A - One Time Purchase**Contract Value:** \$ 102,030.00 (revised)

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 bid allows the District to add new items to the bid after contract award as needed.☐ **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: Food Service Department

Requested By: Art Dunham
Title: Director, Food Service Department

Buyer: Jena Grage**Recommended award by vendor as follows:**

Attachment: Bids 2-26-13 (3859 : Bids)

SHOES FOR CREWS, LLC (V-30487)

Provide & deliver Slip-Resistant Shoes for approximately 1000 district Food Service employees at locations county wide, on an as needed basis, at the firm, net unit pricing listed below for the contract period.

DESCRIPTION	SIZES	AVAILABLE SIZES	BRAND & STYLE BID	UNIT PRICE
SHOES FOR CREWS® Slip-Resistant Voyager #8090	Men	Med. 4.5-10.5, 11, 12, 13 & 14 Wide 7.5-10.5, 11, 12, 13 & 14	SFC Voyager #8090	\$52.98
	Women	*See Below	SFC Voyager #8090	52.98
SHOES FOR CREWS® Slip-Resistant Hornet #8100	Men	Med. 7-10.5, 11, 12, 13 & 14 Wide 8-10.5, 11, 12 & 13	SFC Hornet #8100	49.98
	Women	*See Below	SFC Hornet #8100	49.98

*Note: SFC Voyager #8090: Women's sizes should order a size and a half smaller (example: If woman is a size 7, she should order style #8090 in a size 5.5)
SFC Hornet #8100: Women's sizes should order a size and a half smaller (example: If woman is a size 8, she should order style #8100 in a size 6.5)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

10.14.a

School Board Meeting of: February 26, 2013**Bid No:** 13-285-060**Bid Title:** Mobile Generator Package**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:**

\$ 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
6-months

☐ Length of
Each Term
- year
☒ None*** Rationale/Reason**Four bids were received; the only responsive bid was over budgetary limits. Specifications will be revised and re-bid.☐ **Reason for Submittal to Board Under Separate Cover:**

Bidders Solicited: 120Bids Received: 4Late Bids: 0Rejected Bids: 4☐ 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:**

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

10.14.a

School Board Meeting of: February 26, 2013**Bid No:** 13-968-172-RN**Bid Title:** Bleacher Repair/Motorization**Original Bid No:** 12-968-162

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: 3/25/13 thru 3/24/14☐ N/A - One Time Purchase**Contract Value:** \$ 75,000.00

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
1	6-months	1 - year	

*** Rationale/Reason**☐ 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: Edward Ural
Title: Director, Facilities Planning, Design & Construction
Buyer: Christine Roney**Recommended award by vendor as follows: (see attached)****CHARRON SPORTS SERVICES, INC.**

Provide all equipment, labor and materials necessary to repair, motorize and refurbish various types of gymnasium bleachers and basketball backstops on an as needed basis, county wide, per specifications.

	A	B	C	D	E	F
DESCRIPTION	MEDART/ SAFWAY	INTERKAL/ V.O.S./ HUSSEY	WAYNE	BERLIN	THE FOLDING BLEACHER COMPANY	KODIAK INDUSTRIES LTD.
Perform in-place wood cleaning and refinishing on one (1) typical sixteen (16) ft. section x ten (10) rows high of telescopic bleachers †	\$300.00	\$600.00	\$20.00	\$50.00	\$400.00	\$635.00
Replace missing or broken wheels and axles	\$28.36	\$28.36	\$28.36	\$28.36	\$28.36	\$28.36
Replace missing or non-functioning base springs	\$18.00	n/a	n/a	n/a	n/a	n/a
Replace first row locking assemblies	\$86.00	\$86.00	\$86.00	\$86.00	\$86.00	\$86.00
Replace missing or worn brake pads	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$25.00
Replace and/or rebuild first row lock release linkage and first row brake assembly	\$99.00	\$99.00	\$96.00	\$70.00	\$99.00	\$99.00
Replace and/or rebuild damaged row locks/stops	\$.05	\$18.00	\$.05	\$.05	\$20.00	\$20.00
Straighten bent uprights	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00
Repair/rebuild uprights	\$20.00	\$85.00	\$10.00	\$98.00	\$98.00	\$95.00
Repair/reinforce damaged uprights and bracing	60.00	\$90.00	\$25.00	\$30.00	\$105.00	\$105.00
Adjust cantilevers	\$12.00	\$15.00	\$.90	\$1.00	\$15.00	\$15.00
Replace cantilevers	\$131.00	\$131.00	\$131.00	\$131.00	\$131.00	\$131.00
Weld stress fractures	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
Repair/rebuild cantilever guides	\$.90	\$10.00	\$1.00	\$1.00	\$10.00	\$10.00
Repair/rebuild cantilever stops	\$2.00	\$10.00	\$1.00	\$10.00	\$10.00	\$15.00

Attachment: Bids 2-26-13 (3859 : Bids)

	A	B	C	D	E	F
DESCRIPTION	MEDART/ SAFWAY	INTERKAL/ V.O.S. /HUSSEY	WAYNE	BERLIN	THE FOLDING BLEACHER COMPANY	KODIAK INDUSTRIES LTD.
Replace each damaged/broken plastic seat module	\$n/a	\$103.00	\$1.00	\$1.00	\$115.00	\$98.00
Weld seat baffles	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
Weld seat bracket	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
Repair cracked boards	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
Replace spring	\$26.00	n/a	\$26.00	n/a	n/a	\$n/a
Replace clip	\$26.00	n/a	n/a	n/a	n/a	n/a
Replace lower guide (base)	\$80.00	\$40.00	\$80.00	n/a	\$50.00	\$50.00
Replace nylon guide	\$10.00	n/a	n/a	n/a	\$5.00	\$25.00
Replace nylon rollers	\$12.00	n/a	n/a	n/a	\$12.00	\$25.00
Replace lower stop	\$12.00	n/a	\$.05	n/a	\$20.00	\$30.00
Replace scissors linkage	n/a	n/a	n/a	\$35.00	n/a	n/a
Replace channel	n/a	n/a	n/a	\$50.00	n/a	n/a
Replace bushing/pin	n/a	n/a	n/a	\$5.00	n/a	n/a
Supply and install self-storing rails (aluminum)*	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00
Supply and install self-storing rails (powder-coated steel)*	\$90.00	\$137.00	\$30.00	\$30.00	\$137.00	\$137.00
Supply and install self-storing mid-aisle handrails	\$203.00	\$203.00	\$203.00	\$203.00	\$203.00	\$203.00
Replace motor drive wheels	\$450.00	\$250.00	\$450.00	\$450.00	\$460.00	\$280.00
Supply and install motor operation system with controls (sections tied together as banks)**	\$1200.00	\$1600.00	\$400.00	\$400.00	\$1600.00	\$1500.00
Replace drive motor	\$360.00	\$600.00	\$350.00	\$350.00	\$360.00	\$700.00
Replace transmission	n/a	\$800.00	n/a	n/a	n/a	n/a

Attachment: Bids 2-26-13 (3859 : Bids)

	A	B	C	D	E	F
DESCRIPTION	MEDART/ SAFWAY	INTERKAL/ V.O.S./ HUSSEY	WAYNE	BERLIN	THE FOLDING BLEACHER COMPANY	KODIAK INDUSTRIES LTD.
Cut off 9" to 10" of sections where wall interferes with rails.	\$950.00	\$950.00	\$950.00	\$950.00	\$950.00	\$950.00
Replace upper tier stops and cantilever guides	\$5.00	\$12.00	\$5.00	\$5.00	\$12.00	\$12.00
Furnish & install floor anchors	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
Furnish & install wall toggle bolts	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Furnish & install wall anchor brackets	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00
Furnish & install outrigger wheels	\$31.00	\$31.00	\$31.00	\$31.00	\$31.00	\$31.00
Furnish & install ¼" angle cantilever assist bracket reinforcement	n/a	\$35.00	n/a	n/a	n/a	n/a
Furnish & install skirt board hinge	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00
Supply & install replacement boards, fir	\$ 8.60 /l.f.	\$ 9.60 /l.f.	\$ 5.50/l.f.	\$ 5.50 /l.f.	\$ 9.60 /l.f.	\$ 9.60 /l.f.
Supply & install replacement boards, pine	\$ 8.60 /l.f.	\$ 9.60 /l.f.	\$ 5.50 l.f.	\$ 5.50 /l.f.	\$ 9.60 /l.f.	\$ 9.60 /l.f.
Supply & install replacement boards, plywood deck (2' x 8' piece)	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00
Install 4" filler board to fill up gap	\$ 7.00 /l.f.	\$ 7.00 /l.f.	\$ 7.00/l.f.	\$ 7.00 /l.f.	\$ 7.00 /l.f.	\$ 7.00 /l.f.
Furnish & install bleacher motion alert signal – Edwards Adapta Beacon Signal Model 51R-N5- 40W or approved equal	\$480.00	\$480.00	\$480.00	\$480.00	\$480.00	\$480.00

Attachment: Bids 2-26-13 (3859 : Bids)

	A	B	C	D	E	F
DESCRIPTION	MEDART/ SAFWAY	INTERKAL/ V.O.S./ HUSSEY	WAYNE	BERLIN	THE FOLDING BLEACHER COMPANY	KODIAK INDUSTRIES LTD.
Retrofit existing bleachers to provide a 16'-0" section of 48" deep handicapped seating at floor level. Price to include sides & back rails (fixed section)	\$1200.00	\$1200.00	\$1200.00	\$1200.00	\$1200.00	\$1200.00
Retrofit existing bleachers to provide a 16'-0" section of 48" deep handicapped seating at floor level. Price to include sides & back rails (one retractable section).	\$1200.00	\$1200.00	\$500.00	\$500.00	\$1300.00	\$1300.00
Retrofit existing bleachers to provide a 16'-0" section of 48" deep handicapped seating at floor level. Price to include sides & back rails (two parts, retractable section).	\$2100.00	\$2100.00	\$2100.00	\$2100.00	\$2100.00	\$2100.00
Furnish & install seat level aisles from 36" x 42" in width, covering the distance between the seat board & the front riser of the row above.	\$58.00	\$62.00	\$15.00	\$15.00	\$40.00	\$65.00
Furnish & install deck level aisles.	\$82.00	\$82.00	\$82.00	\$82.00	\$82.00	\$82.00
Add twist brackets to support end rails	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00

Attachment: Bids 2-26-13 (3859 : Bids)

	A	B	C	D	E	F
DESCRIPTION	MEDART/ SAFWAY	INTERKAL/ V.O.S./ HUSSEY	WAYNE	BERLIN	THE FOLDING BLEACHER COMPANY	KODIAK INDUSTRIES LTD.
Add delta brackets to support end rails	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
Replace front row step hinges	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
Add weights to motor units for even traction	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00
On-site delivery of bleachers (from one school to another school) price per section	\$1800.00	\$1800.00	\$1800.00	\$1800.00	\$1800.00	\$1800.00
Moving and re-anchoring of bleachers within the gymnasium – price per section	\$880.00	\$880.00	\$880.00	\$880.00	\$880.00	\$880.00
Moving and re-anchoring of bleachers within the school – price per section	\$1200.00	\$1200.00	\$1200.00	\$1200.00	\$1200.00	\$1200.00
Labor cost per hour for repairs not indicated above or for electrical trouble shooting	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00

† Spot sand rough edges, clean spot stain, remove graffiti & apply two (2) coats of water borne polyurethane to bleacher boards.

* Supply specifications and drawings per bid package.

** Supply specifications and drawings per bid package. Price is per motor unit and is to be all inclusive.

Attachment: Bids 2-26-13 (3859 : Bids)

BASKETBALL BACKSTOPS

DESCRIPTION	COST
Service one (1) basketball backstop as detailed in Division 13, Section 13125B Part 2, Item 2.4 A pages 42 and 43 of specifications	\$110.00
Weld stress crack	\$85.00
Replace pulley	\$88.00
Replace cable (per backstop)	\$135.00
Straighten bent structural steel member (to be approved by Project Leader/Structural Engineer)	\$840.00
Replace wall pad	\$65.00
Replace steel pipe (per foot)	\$25.00
Replace pipe fitting	\$75.00
Replace limit switch assembly	\$550.00
Replace key switch	\$185.00
Repair/rebuild existing limit switch	\$510.00
Repair/rebuild existing electric winch	\$1200.00
Replace manual winch (Lyn Russ M/1000)	\$850.00
Replace manual winch (Tork)	\$850.00
Install Lyn Russ A-1000 or DPI WN/-5007 electric winch 115 volt key switch operation (power supplied by owner), price to include all conduits	\$1350.00
Install Tork electric winch (power supplied by owner), price to include all conduits	\$1425.00
Install cable tension cord with clamps	\$55.00
Install Lyn Russ Auto-Lok safety strap or approved equal (1500# free fall load)	\$440.00
Install Tork safety strap	\$440.00
Install remote receiver on winch	\$250.00
Furnish remote control to receiver	\$210.00
Rewire Key switches	\$95.00
Replace a set of backboard pads	\$265.00
Replace a break-away rim	\$310.00
Labor cost per hour for repairs not indicated above or for electrical trouble shooting	\$75.00

Attachment: Bids 2-26-13 (3859 : Bids)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

10.14.a

School Board Meeting of: February 26, 2013**Bid No:** 13-205-173-RN**Bid Title:** Flash Memory, Portable**Original Bid No:** 12-205-159

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: 3/6/13 thru 3/5/14☐ N/A - One Time Purchase**Contract Value:** \$ 10,000.00

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
1	6-months	1 - year	

*** Rationale/Reason**

☐ 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: Norm Kelton
Title: Chief of Technology and Information Systems

Buyer: Jaime Haney**Recommended award by vendor as follows: (see attached)**

Pinellas County Schools shall solicit requests for quotations (on an as needed basis) for portable flash drive data storage from the two (2) bidders awarded this contract. Once the quotes are returned to the Purchasing Department, the bidder with the lowest quote will be awarded that specific order. This procedure will be repeated for all future requests.

LIFETIME MEMORY PRODUCTS, INC. (V-23435) 2505 DaVine Street, Irvine California 92614	
Contact Person:	Johnny Meneses
E-Mail Address for Quote:	johnny@lifetimememory.com
Business Phone Number:	(800) 233 - 6233 ext: 3533
Business Fax:	(949) 794 - 9023

ROCKY MOUNTAIN RAM, LLC (V-16674) 917 Front Street, Louisville Colorado 80027	
Contact Person:	Carol Jackson
E-Mail Address for Quote:	cjackson@ramit.com
Business Phone Number:	(800) 543 - 0932
Business Fax:	(303) 413 - 8255

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: February 26, 2013**Bid No:** 13-070-160-SC**Bid Title:** Motor Vehicles: Type C Buses with Lift**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:** \$ 1,782,180.00

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**

Utilizing Florida Department of Transportation bid #2013-01.

☐ 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 **For:** Transportation Department
Title: Director, Purchasing Department

Requested By: Rick McBride **Buyer:** Nick Sparta
Title: Director, Transportation Department

Recommended award by vendor as follows: (see attached)

Attachment: Bids 2-26-13 (3859 : Bids)

Provide and deliver (15) new **2013 Type C School Buses** with Braun Lift NL919FIB/IB-2, and all features selected by the PCSB Transportation Department, in accordance with pricing and specifications listed in the Florida Department of Education bid.

FLORIDA TRANSPORTATION SYSTEMS, INC. (V-875)

Description	Quantity	Unit Price	Extension
Blue Base Type C Bus, 65 passenger capacity, with lift chassis, with the following options:	15	\$89,668.00	\$1,345,020.00
(C1A) Front Tow Hooks	15	\$31.00	\$465.00
(C1B) Rear Tow Hooks	15	\$47.00	\$705.00
(C2) Spare Disc Wheel	15	\$112.00	\$1,680.00
(C3) Auto Transmission Standard Bluebird Warranty (5-Year Unlimited)	15	Included	Included
(C4) 100-Gallon Fuel Tank	15	\$339.00	\$5,085.00
(C5) Low Profile Radial Tires (Goodyear 255/75R 22.5 H.G.)	15 sets	Included	Included
(C6) 270 Amp LN4864 Alternator	15	\$687.00	\$10,305.00
(C7) Transynd Fluid, Standard on Bluebird	15	Included	Included
(C10) Air-Ride Rear Suspension	15	Included	Included
(C11) Silicone Heater and Engine Cooling Hoses	15	\$153.00	\$2,295.00
(C12) Straight Floor (includes air ride and low profile tires)	15	\$1,142.00	\$17,130.00
(B4) High Headroom (77" standard)	15	Included	Included
(B5B) P.A. System with Radio (AM, FM, CD)	15	\$566.00	\$8,490.00
(B6) Locking Door at Fuel Tank Fill	15	\$2.00	\$30.00
(B12) Full Perf Ceiling Panels (includes diesel noise reduction)	15	\$565.00	\$8,475.00
(B13) Bus Lock-Up System	15	\$243.00	\$3,645.00
(B21) Drive Seat with Integrated Seat Belt	15	\$433.00	\$6,495.00
(B25) Track Seating Option	15	\$3,178.00	\$47,670.00
Seon Additional Day/Night Video Camera	60	\$250.00	\$15,000.00
Seon Digital Plus 8-Channel Day/Night Recording Camera (TX8)	15	\$2,055.00	\$30,825.00
(BB46) MCC Carrier Air Conditioner	15	\$9,235.00	\$138,525.00
Carrier Extended 5-Year Air Conditioner Warranty	15	\$950.00	\$14,250.00
Cummins 120-Month Unlimited Miles Engine Warranty	15	\$4,600.00	\$69,000.00
Baggage Compartment, 17.3 Cubic Ft	15	\$460.00	\$6,900.00
Braun Lift #NL919FLIB	15	\$642.00	\$9,630.00
Synovia GPS & Installation	15	\$1,475.00	\$22,125.00
Sur-Lock Wheelchair Restraints	45	\$63.00	\$2,835.00
Convenience Package, Cup Holder, Glove Box, Driver Console Compartment	15	\$140.00	\$2,100.00
Delivery to our WPSC Bus Facility	15	\$900.00	\$13,500.00
Note: Buses to be numbered 11301 thru 11315.			
		Total Purchase Amount:	\$1,782,180.00

Attachment: Bids 2-26-13 (3859 : Bids)

PURCHASING AGENDA ITEM**10.14.a**

School Board of Pinellas County, Florida

School Board Meeting of: February 26, 2013**Bid No:** 13-070-151-SC**Bid Title:** Motor Vehicles: Police/Special Service
Sport Utility 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:** \$ 63,368.00

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**Utilizing State of Florida contract for Motor Vehicles 071-000-13-1.☐ **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 **For:** Schools Police Department
Title: Director, Purchasing Department

Requested By: Tom Gavin **Buyer:** Nick Sparta
Title: Chief, Schools Police Department

Recommended award by vendor as follows: (see attached)

Provide and deliver (2) new 2013 Chevrolet Tahoe police vehicles, as specified under the Florida state contract, with additional features required by our Schools Police Department.

GARBER CHEVROLET BUICK GMC, INC. (V-18387)

Quantity	Description	Unit Price	Extension
2	CC10706PPV - 2013 Chevrolet Tahoe Police, 2 Wheel Drive, 4 Door	\$25,564.00	\$51,128.00
2	K5T - Dual Batteries	72.20	144.40
2	7X6 - Spotlight	174.80	349.60
2	Disconnect - Rear Door, Locks, Handles, Windows	66.00	132.00
2	SX8RRBB - Whelen Lightbar	1,696.00	3,392.00
2	WGRL - Grille Lights	246.00	492.00
2	HLF - Headlight Flasher	86.00	172.00
2	Console - Gambr Johnsen 7160-0160 with cupholder and armrest	596.00	1,192.00
2	US2 - GMCCSC Side Curtain Airbag Deactivator	276.00	552.00
2	ECVDML - Timp Domelight	96.00	192.00
2	75100 and 22050 - Sreamlight	41.00	82.00
2	NTN1667A and SPC12040 - Motorola equipment	136.00	272.00
2	17504 - Locking gas cap	18.00	36.00
2	8VS - Setina Partition ½ Lexan and ½ Exp Metal	726.00	1,452.00
2	CT5502 - Laguna Transport Seat with Rear Exp Metal Cage	936.00	1,872.00
2	D844000 - Whelen Rear Facing Dominator	526.00	1,052.00
2	RWB - Rear Door Window Bars (Pr)	276.00	552.00
2	3X – Extra Keys	\$152.00	\$304.00
Total Purchase Amount			\$63,368.00

Attachment: Bids 2-26-13 (3859 : Bids)

School Board Meeting of: **February 26, 2013****Bid File No:** 13-205-174-SS**Bid File Title:** Sole Source Software License, Services & Training**Contract Period:** 7/1/12 thru 6/30/13☐ N/A - One Time Purchase**Contract Value:** \$ 260,540.00

Contract Type: ☐ Estimated Dollar Amount ☒ Firm, Fixed Dollar Amount ☐ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

*** Rationale/Reason**

This vendor is the sole source provider and copyright owner for its Student Information Systems, Custom Programming and Integration Services. .

Submitted By: Linda M. Balcombe, CPPO, CPPB **For:** T. I. S. Department
Title: Director, Purchasing Department

Requested By: Norm Kelton **Buyer:** Jaime Haney
Title: Chief of Technology and Information Systems

Recommended award by vendor as follows:**FOCUS SCHOOL SOFTWARE LLC V-26900**

Year 3 of 6-year contract.

ITEM	DESCRIPTION	QTY	UNIT COST	TOTAL COST
1	Annual support – Fee's and License – PK-12 10 day count # +1/5 the adult enrollment	104,216	2.50	260,540.00
TOTAL:				\$260,540.00