

Pinellas County Schools
Regular School Board Meeting

Tuesday, December 6, 2016 @ 10:00 AM
School Administration Building

301 Fourth Street SW
Largo, FL 33770
<https://www.pcsb.org>

Vision:
100% Student Success

Mission:
“Educate and prepare each student for college, career and life.”



Agenda

- I. Call to Order
- II. Amendments to the Agenda
- III. Invocation: Reverend Dr. David Miller, Faith Presbyterian Church, 11501 Walker Avenue, Seminole, FL 33772
- IV. Pledge of Allegiance

National Anthem

Video: Honoring Excellence: Teacher of the Year Finalists

- V. Introduction of Professional and Community Organization Reps: Lisa M. Wolf, Public Information Officer
- VI. Presentation by Student Rights and Responsibilities: Boca Ciega High School
- VII. Adoption of Agenda
- VIII. Special Order Agenda
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- IX. Public Comments on Agenda Items
- X. Unfinished Business

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- Facility Use Report 1st Quarter 2016-17 (PDF)
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 - Tarpon Springs High School Change order (PDF)
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- 13. Request Approval of Agreement With Ajax Building Corporation for Pre-Construction Management (CM) Services in Connection With New Construction, Remodel, and Renovations in the Amount of \$79,267.77 at Pinellas Technical College, Clearwater, Project No. 4518 161
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XII. Nonconsent

XIII. New Business

A. Items Introduced by Superintendent

B. Items Introduced by School Board Attorney

C. Items Introduced by the Board

D. Review of Board Requests**E. School Board Meeting Evaluation****XIV. Adjournment**

- 1. The above listed recommendations to the School Board of Pinellas County are submitted for consideration and approval at the meeting of December 6, 2016. _____ Superintendent of Schools**

2. Public Participation
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, and this opportunity occurs after adjournment of regular meetings. The second is on one or more agenda items upon which the Board will vote, and this opportunity occurs after the special order agenda at regular meetings and as appropriate at special meetings. 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 vice 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 Chairperson calls for speakers or before the last speaker on agenda items concludes his or her comments whichever is later. If you wish to speak during the Public Comment period, you must register prior to the time the Chairperson calls for speakers or before the last speaker concludes his or her comments, whichever is later. If you wish to speak

during a Public Hearing, you must register prior to the time the Chairperson calls for speakers or before the last speaker during the Public Hearing concludes his or her comments, whichever is later.

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

1. Public Comment. The Board will hear public comment on the general business of the district after adjournment of regular meetings. The Board will not act on any matter you may raise during your presentation.
2. Numbered Agenda Items. Time will be set aside immediately following the special order agenda at regular meetings and as appropriate at special meetings for you to address numbered agenda items upon which the Board will vote. You may address as many agenda items as you wish during your three (3) minute period, other than items pertaining to employee or student discipline, or any other matter listed in Section 286.0114(3), F.S., such as ministerial acts or emergencies.
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 8/28/15

SCHEDULED

RECOGNITION (ID # 6084)

December 6, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Recognition of Tabitha Griffin, 2016 Leonard Miller Principal Leadership Finalist, Presented by Lori Matway, Associate Superintendent, Student and Community Services

BACKGROUND:

On Thursday, November 17th at the Newman Alumni Center located on the campus of the University of Miami Principal Tabitha Griffin was recognized by the Council for Education Change as one of three finalist statewide for the Leonard Miller Principal Leadership Award.

Principal Griffin truly understands and appreciates the value of partnerships. She has participated in the Executive PASS Program with her partner Nielsen for the past three years. Mrs. Griffin and her partner from Nielsen developed a strategic plan which focused on parent engagement, teacher and staff morale and student achievement. Employees from Nielsen donated their time to remodel the teacher's lounge, so Belleair staff members had a warm and inviting place to decompress with their peers. Nielsen staff also helped to increase parent participation by providing fun and engaging activities for the entire family. Belleair Elementary was one of three schools in Pinellas County to jump two letter grades this year and their partnership with Nielsen was a huge contributing factor to their success.

It is my distinct honor to present Mrs. Tabitha Griffin as a 2016 Gold Medallion finalist for the Council for Educational Change's Leonard Miller Principal Leadership Award.

STRATEGIC DIRECTION: Student Achievement

SUBMITTED BY:

Lori Matway, Associate Superintendent, Student and Community Services

SCHEDULED

RECOGNITION (ID # 6081)

December 6, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Introduction of Newly Appointed Administrators

The following individuals have been appointed to the positions listed below and will be introduced to the board. Background information is as follows:

Lewis A. Brinson, Ed.D., Minority Achievement Officer

Lewis Brinson began his career in education in 1974. He served as an Assistant Teacher (1974-1975), a Job Specialist (1975-1982), a Classroom Teacher (1982-1988), an Assistant Principal for Student Affairs (1988-1994), a Principal (1994-2003), an Area Director for Area IV Schools (2003-2005), an Assistant Superintendent for Administration (2005-2015), and served as the Chief Diversity Officer for Hillsborough County Public Schools from 2015 until he was appointed Minority Achievement Officer effective December 1, 2016.

Dr. Brinson earned a bachelor's degree in Political Science from Paine College, a master's degree in Adult Education from the University of South Florida, an Educational Specialist's degree in Educational Leadership from Nova Southeastern University, and a doctoral degree in Education Leadership from Argosy University.

April M. Paul, Director, Risk Management and Insurance

April Paul began her employment in Pinellas County Schools in 1997. She served as the Supervisor, Employee Benefits and Workers' Compensation from 1997 until 2012 when the title was changed to Managing Officer, Employee Benefits, Health, and Workers' Compensation and served in that capacity until she was appointed Director, Risk Management and Insurance effective October 26, 2016.

Ms. Paul earned a bachelor's degree in Business Administration, Human Resources from Franklin University and is certified as a Risk Manager, a Senior Professional in Human Resources, and as an Employee Wellness Manager.

STRATEGIC DIRECTION: Equity with Excellence for All

SUBMITTED BY:

Paula Texel, Assistant Superintendent, Human Resources Services

ADOPTED

REQUEST FOR APPROVAL (ID # 6076)

December 6, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Public Hearing to Consider the Amendment to Policy 0171 - DUTIES: REVIEW OF POLICY (This is the second reading. There have been no changes since the first reading)

BACKGROUND:

The Pinellas County School Board maintains the District's bylaws and policies printed and codified in the comprehensive document entitled "Bylaws and Policies of the School Board of Pinellas County." In the event any policy, part of a policy or section of the bylaws is judged to be inconsistent with law or otherwise is recommended for revision, the affected policy will be reviewed and amended accordingly. This bylaw is being revised because the Florida Legislature has removed certain requirements regarding bi-annual reviews.

STRATEGIC DIRECTION: Learning in a Safe Environment

ALTERNATIVES:

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

RECOMMENDATIONS:

Alternative No. 1 is recommended.

RATIONALE:

This bylaw is being revised so that a reference to a requirement that has been removed from F.S. Chapter 120 is no longer cited as the rationale for revising policies. Specifically, the language requiring a formal policy review every two years has been removed, as well as the language referring to a formal filing of the formal review policy during odd numbered years.

FINANCIAL IMPACT:

There is no financial impact to the district.

DATA SOURCES:

David Koperski, School Board Attorney
 Mary Beth Corace, Ph.D., Director of Strategic Planning and Policy

SUBMITTED BY:

William Corbett, Ed.D., Deputy Superintendent

ATTACHMENTS:

- Policy 0171 DUTIES (PDF)

DUTIES

The School Board is committed to an inclusive governance model insuring that policy focuses on student learning.

0171 **Review of Policy**

The School Board will evaluate how policies have been implemented and their general effectiveness. It will rely on the school staff, students, and community to provide evidence of the effect of the policies it has adopted.

The Superintendent and School Board Attorney shall continually call to the Board's attention all policies that need revision, and the Superintendent shall recommend adoption of revisions as necessary and appropriate. All such revisions shall be in accordance with the Administrative Procedures Act (F.S. Chapter 120).

~~The Board shall review and revise its policies as often as necessary to ensure that its policies are correct and comply with statutory requirements. Additionally, the Board shall perform a formal review of its policies every two (2) years. In the review, the Board shall:~~

- ~~— A. — identify and correct deficiencies in its policies;~~
- ~~— B. — clarify and simplify its policies;~~
- ~~— C. — delete obsolete or unnecessary policies;~~
- ~~— D. — delete policies that are redundant of statutes;~~
- ~~— E. — seek to improve efficiency, reduce paperwork, or decrease costs to government and the private sector;~~
- ~~— F. — contact agencies that have concurrent or overlapping jurisdiction to determine whether their policies can be coordinated to promote efficiency, reduce paperwork, or decrease costs to government and the private sector; and~~
- ~~— G. — determine whether the policies should be continued without change or should be amended or repealed to reduce the impact on small business while meeting the stated objectives of the proposed policy.~~

~~By October 1st of every odd numbered year, the Board shall file a report with the President of the Senate, the Speaker of the House of Representatives, and the committee, with a copy to each appropriate standing committee of the Legislature, which certifies that the Board has complied with the requirements of F.S. 120.74.~~

Adopted 12/9/09; Revised 6/29/10, xx/xx/xx

Approved as to form and legality:



School Board Attorney

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ADOPTED

REQUEST FOR APPROVAL (ID # 6077)

December 6, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Public Hearing to Consider the Amendment to Policy 1121 - CONDITIONS FOR INITIAL EMPLOYMENT OF ADMINISTRATORS; Policy 3121 - CONDITIONS FOR INITIAL EMPLOYMENT OF INSTRUCTIONAL STAFF and Policy 4121 - CONDITIONS FOR INITIAL EMPLOYMENT OF SUPPORT STAFF (This is the second reading. There have been no changes since the first reading)

BACKGROUND:

Currently, School Board Policies 1121, 3121 and 4121 prescribe the number of acceptable employment references which must be received before an individual is eligible for employment. This type of criteria is more appropriately contained in employment procedures. This change follows the recommendation of consultants from the Urban Schools Human Capital Academy.

STRATEGIC DIRECTION: Effective and Efficient Use of Resources

ALTERNATIVES:

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

RECOMMENDATIONS:

Alternative No. 1 is recommended.

RATIONALE:

Consistent with previous policy amendments intended to remove procedural criteria from School Board Policies, the above policies dictating the number of employment references should be removed from policy and instead incorporated as part of the hiring procedures and Searchsoft software. The hiring procedures will allow for greater flexibility in addressing the need to efficiently hire applicants.

FINANCIAL IMPACT:

There is no financial impact to the district.

DATA SOURCES:

David Koperski, School Board Attorney
 Laurie Dart, Staff Attorney
 Mary Beth Corace, Ph.D., Director of Strategic Planning and Policy

SUBMITTED BY:

William Corbett, Ed.D., Deputy Superintendent

ATTACHMENTS:

- Policy 1121 CONDITIONS FOR EMPLOYMENT OF ADMINISTRATORS (PDF)
- Policy 3121 CONDITIONS FOR EMPLOYMENT OF INSTRUCTIONAL STAFF (PDF)
- Policy 4121 CONDITIONS FOR INITIAL EMPLOYMENT OF SUPPORT STAFF (PDF)

1 1121 - CONDITIONS FOR INITIAL EMPLOYMENT OF ADMINISTRATORS

2 Applicants for initial employment must submit an employment application, a copy of the social security card
 3 with correct name or other form of work authorization, and ~~shall otherwise, if not currently an employee of~~
 4 ~~the School Board, a minimum of three (3) acceptable references. Candidates shall~~ meet the Board's hiring
 5 ~~guidelines criteria~~ and ~~follow the procedures established by the Superintendent~~ employment prerequisites
 6 prior to consideration for any vacancy.

7 Failure of candidates to adhere to the time schedule established for submission of documents may be
 8 cause for failure to employ or for dismissal.

9 False or misleading statements or answers or omissions made by a person in connection with seeking
 10 employment may bar a person from employment with the Board or, if discovered after employment, may
 11 result in disciplinary action, including termination upon the recommendation of the Superintendent and the
 12 approval of the Board. Each case shall be considered on its own merits.

13 The Superintendent shall develop appropriate employment procedures governing the recruitment,
 14 screening, selection, appointment, and employment of all personnel consistent with Florida statutes, State
 15 Board of Education rules, Federal requirements, and Board policies.

16 F.S. 121.091, 1012.01, 1012.32, 1012.40 Revised xx/xx/xx

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 19 Approved as to form and legality:

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 23 _____
 24 School Board Attorney
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1 3121 - CONDITIONS FOR INITIAL EMPLOYMENT OF INSTRUCTIONAL STAFF

2 Applicants for initial employment must submit an employment application, a copy of the social security card
3 with correct name or other form of work authorization, and ~~shall otherwise, if not currently an employee of~~
4 ~~the School Board, a minimum of three (3) acceptable references. Candidates shall~~ meet the Board's hiring
5 ~~guidelines-criteria~~ and ~~follow the procedures established by the Superintendent~~ employment prerequisites
6 prior to consideration for any vacancy.

7 Failure of candidates to adhere to the time schedule established for submission of documents may be
8 cause for failure to employ or for dismissal.

9 False or misleading statements or answers or omissions made by a person in connection with seeking
10 employment may bar a person from employment with the Board or, if discovered after employment, may
11 result in disciplinary action, including termination upon the recommendation of the Superintendent and the
12 approval of the Board. Each case shall be considered on its own merits.

13 The Superintendent shall develop appropriate employment procedures governing the recruitment,
14 screening, selection, appointment, and employment of all personnel consistent with Florida statutes, State
15 Board of Education rules, Federal requirements, and Board policies.

16 F.S. 121.091, 1012.01, 1012.32, 1012.40 Revised xx/xx/xx

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Approved as to form and legality:



School Board Attorney

1 4121 - CONDITIONS FOR INITIAL EMPLOYMENT OF SUPPORT STAFF

2 Applicants for initial employment must submit an employment application, a copy of the social security card
3 with correct name or other form of work authorization, and ~~shall otherwise, if no currently an employee of~~
4 ~~the School Board, a minimum of three (3) acceptable references. Candidates shall~~ meet the Board's hiring
5 ~~guidelines-criteria~~ and follow the procedures established by the Superintendent~~employment prerequisites~~
6 prior to consideration for any vacancy.

7 Failure of a candidate to adhere to the time schedule established for submission of documents may be
8 cause for failure to employ or for dismissal.

9 False or misleading statements or answers or omissions made by a person in connection with seeking
10 employment may bar a person from employment with the Board or, if discovered after employment, may
11 result in disciplinary action, including termination upon the recommendation of the Superintendent and the
12 approval of the Board. Each case shall be considered on its own merits.

13 The Superintendent shall develop appropriate employment procedures governing the recruitment,
14 screening, selection, appointment, and employment of all personnel consistent with Florida statutes, State
15 Board of Education rules, Federal requirements, and Board policies.

16 F.S. 1012.01, 1012.01, 1012.32, 1012.40 Revised xx/xx/xx

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Approved as to form and legality:



School Board Attorney

ADOPTED

REQUEST FOR APPROVAL (ID # 6078)

December 6, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Public Hearing to Consider the Amendment to Policy 2630 - SERVICE ANIMALS. (This is the second reading. There have been no changes since the first reading.)

BACKGROUND:

Due to recent decisions in cases regarding service animals as well as updated guidance from the Department of Justice and the Florida Department of Education, the District is updating its Board policy regarding the use of service animals in schools. The updated policy also references a Service Animal Access Request Form which has been developed in order to assist schools in processing such requests.

STRATEGIC DIRECTION: Effective and Efficient Use of Resources

ALTERNATIVES:

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

RECOMMENDATIONS:

Alternative No. 1 is recommended.

RATIONALE:

The updated policy is consistent with recent case law as well as guidance received from both state and federal agencies and the use of the new Request Form will assist schools in making consistent determinations regarding the appropriateness of use of service animals in the school setting.

FINANCIAL IMPACT:

There is no financial impact to the district.

DATA SOURCES:

David Koperski, School Board Attorney
 Heather Wallace, Assistant School Board Attorney
 Mary Beth Corace, Ph.D., Director of Strategic Planning and Policy

SUBMITTED BY:

William Corbett, Ed.D., Deputy Superintendent

ATTACHMENTS:

- Policy 2630 SERVICE ANIMALS (PDF)

2630 – SERVICE ANIMALS

(1) Introduction: The School Board and District recognize that students may be accompanied at school by a service animal when allowed by law and this policy. A student's service animal cannot be brought onto school property without prior knowledge and approval by the school and/or district administration. ~~The student's need for and use of the service animal must be documented in the student's individual education plan (IEP) or Section 504 Plan. A student must be a student with a disability in order to be accompanied by a service animal. If the student has not been previously found eligible under Section 504 or Exceptional Student Education, a team meeting should be held as soon as possible after the request is received to determine if the student is a student with a disability and is eligible under Section 504 or Exceptional Student Education.~~ A service animal is the personal property of the student and/or parents. The district school board does not assume responsibility for training, daily care, or healthcare of service animals.

(2) Service Animal Defined

~~(a) Florida law defines a service animal as "an animal that is trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability. The work done or tasks performed must be directly related to the individual's disability and may include, but are not limited to, guiding an individual-person who is visually impaired or blind, alerting an individual-person who is deaf or hard of hearing, pulling a wheelchair, assisting with mobility or balance, alerting and protecting an individual-person who is having a seizure, retrieving objects, alerting an individual to the presence of allergens, providing support and assistance with balance and stability to an individual with a mobility disability, helping an individual with a psychiatric or neurological disability by preventing or interrupting impulsive or destructive behaviors, reminding an individual with mental illness to take prescribed medications, calming an individual with posttraumatic stress disorder during an anxiety attack, or doing specific work or performing other special tasks. A service animal is not a pet." The term service animal is limited to a dog or miniature horse. The provision of emotional support, well-being, comfort or companionship do not constitute work or tasks.~~

~~(b) Federal regulations implementing the Americans with Disabilities Act define a service animal as "any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. The work or tasks performed by this service animal must be directly related to the handler's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purpose of this definition."~~

~~(c) Animals whose sole function is to provide emotional support, comfort, therapy, companionship, therapeutic benefits, or to promote general emotional well-being are not service animals. To be considered a service animal, the animal must perform tasks directly related to the person's disability.~~

(3) Service Animal Standards of Behavior: The service animal must not in any way interfere with the educational process of any student and must not pose a health or safety threat to any student, personnel, or other persons. If the standards for behavior are not met, the service animal will be excluded or removed from the school setting. The behavioral expectations for the service animal and standards by which the request to use the service animal on school premises will be evaluated are as follows:

- (a) Public appropriateness. The animal:
 1. ~~must be clean, well-groomed, and without an objectively offensive odor; and~~
 2. ~~does~~ not urinate or defecate in inappropriate locations.
- (b) Behavior. The animal:

1. does not solicit attention, visit, or annoy any member of the general public;
 2. does not disrupt the normal course of business;
 3. does not vocalize unnecessarily (i.e., barking, growling, or whining);
 4. shows no aggression toward people or other animals; and
 5. neither solicits nor steals food or other items from the public.
- (c) Training. The animal:
1. is specifically trained to perform ~~work or more than one tasks~~ directly related to mitigate aspects of the student's disability;
 2. works calmly and quietly on harness, leash, or other tether;
 3. is able to perform its' tasks in public;
 4. must be able to lie quietly beside the handler without blocking aisles, doorways, etc.;
 5. is trained to urinate and defecate on command; and
 6. stays within twenty-four inches (24") of its handler at all times unless the nature of a trained task requires it to be working at a greater distance.

If a service animal is not under control, is not housebroken, is a direct threat to the health of safety of others or constitutes a fundamental alteration to the natures of the services, program or activity provided by the school, then the service animal will not be allowed to accompany the student to school.

(4) Required Documentation: The following documentation must be required prior to a service animal being allowed at school or other Board property:

- (a) Current IEP or Section 504 Plan. The plan should include an accommodation allowing the student to bring his or her service animal to school, not provision of the animal itself;
- (b) Proof of current rabies vaccination; Current satisfactory health certificate or report of examination from a veterinarian;
- (c) Completed District Service Animal Application Form;
- (e) ~~Current certification as a service animal;~~ and
- (d) Level II clearance for handler, if not the student.

(5) Requested Documentation: The following documentation will be requested, but is not required prior to a service animal being allowed at school or other Board property:

- (a) Documentation of training of the animal as a service animal; and
- (b) Documentation that the animal has proper vaccinations.

(6) Procedures: School principals, in conjunction with district staff will be responsible for:

- (a) Determining whether the service animal meets the standards for acceptance in the school setting;
- (b) Approving the use of a service animal in a school setting;
- (c) Excluding or removing of the service animal from the school setting, if determined necessary; and
- (d) Providing for the appeal of any decision regarding the use of the service animal
 1. In addition to protections in State and Federal law, ~~you can appeal consistent with Policy 5500.15 (Code of Student Conduct)~~ if it is determined by the school principal and school staff that the student may not be accompanied by a service animal, either as part of an initial determination or as part of excluding or removing a service animal, the parent has a right to request reconsideration of that decision by providing written request to the Area Superintendent. The Area Superintendent will review the request, decide if the service animal will be allowed and inform the parent within five days of receipt of the request. The Area Superintendent's decision will be final.

(7) Transportation of the Service Animal: In some cases, as identified on the student's IEP or Section 504 Plan, there may be a need for a student with a disability and their accompanying service dog to access school district transportation. In these cases the following must be considered:

(a) Training

1. The driver and assistant should meet with the animal's owner. The owner is responsible for providing information to the driver and bus assistant regarding critical commands needed for daily interaction and emergency/evacuation.
- ~~2. The animal's owner should provide an orientation to students riding the bus with the service animal regarding the animal's functions and how students should interact with the animal.~~

23. The service animal should practice bus evacuation drills with the student.

(b) Loading/Unloading

- 1. The service animal should board the bus by the steps, not a lift, unless the student uses the lift to enter and exit the bus.

(c) Seating Location

- 1. The service animal should be positioned on the floor, at the student's feet.
- 2. A representative of the Transportation Office will meet with the animal's owner to determine whether the service animal should be secured on the bus with a tether or harness.

(d) Cessation of Transportation

- 1. Situations that would cause cessation of transportation of the service animal include:
 - a. The service animal's behavior poses a direct threat to the health or safety of others;
 - b. The service animal urinates or defecates on the bus; or
 - c. The service animal does not remain in the designated area.
- 2. If transportation is suspended due to any of the above reasons, transportation may be reinstated after additional training or medical issues are resolved.
- 3. Parents should be informed of these consequences prior to the first day of transportation.
- 4. Although transportation may be suspended for the service animal, the school district maintains the responsibility for transporting the student.

(87) Implementation Plan

- (a) Upon approval, the school will work with the animal's owner/handler to:
 - 1. Familiarize the service animal with the campus prior to the actual start date;
 - 2. Orient the service animal to school faculty and students;
 - 3. Implement a schoolwide educational program to educate others on how to behave appropriately around the service animal;
 - 4. Establish an educational program to educate others on proper behavior around a service animal;
 - 5. Establish a place for the service animal to urinate/defecate (individual plan will be developed); and
 - 6. Establish an evacuation plan to include the service animal and practice this plan
- (b) In addition, the school will consider the following in the implementation plan:
 - 1. Establish a resting place for the animal.
 - 2. Establish a rest time for the animal. P.E., lunch and recess (if available) may be especially difficult school periods for a service animal to successfully endure.
 - 3. Identify an alternate accommodation plan in the event the animal's primary handler (if not the student) or the animal is not able to accompany the student with the disability to school.
 - 4. Provide parents with the school district's written procedures for the inclusion of service animals in the school.

Americans with Disabilities Act
Section 413.08, F.S.
28 C.F.R. 35.104

Adopted 7/26/11
Revised xx/xx/xx

Approved as to form and legality:



School Board Attorney

ADOPTED

REQUEST FOR APPROVAL (ID # 6079)

Request Approval of Minutes: To Approve the Minutes of the Regular Meeting of November 15, 2016; and, the Organization Meeting of November 22, 2016

ATTACHMENTS:

- board meeting minutes 111516 (PDF)
- organization meeting 112216 (PDF)



Pinellas County School Board

Regular School Board Meeting

~ Minutes ~

301 Fourth Street SW
Largo, FL 33770
<https://www.pcsb.org>

Ann Simonetti

Tuesday, November 15, 2016

10:00 AM

School Administration Building

I. Call to Order

The meeting was called to order at 10:00 a.m., at the School Board Administration Building, 301 Fourth Street SW, Largo, Florida.

Attendee Name	Title	Status	Arrived
Rene Flowers	Board Member	Present	
Ken Peluso	Board Member	Present	
Carol J. Cook	Board Member	Present	
Janet R. Clark	Board Member	Present	
Terry Krassner	Vice Chairperson	Present	
Linda S. Lerner	Board Member	Present	
Peggy O' Shea	Chairperson	Present	
Michael A. Grego	Superintendent	Present	
William Corbett	Deputy Superintendent	Present	
David Koperski	Board Attorney	Present	
Kevin Smith	Associate Superintendent/Finance Business Services	Present	
Clinton Herbic	Associate Superintendent/Operations	Present	
Ann Simonetti	Administrative Assistant and Clerk to the Board	Present	

II. Amendments to the Agenda

At this time, Dr. Grego requested the following amendments to the agenda:

Updated Special Order Agenda Item # 1 - page 7 - Request Approval of Proclamation Recognizing Parental Involvement in Education Month, November 2016, Presented by Valerie Brimm, Ed. D., Director, Office of Strategic Partnerships

Added Consent Agenda Item # 3 - page 99 - Request Approval of the Administrative Appointment of the Minority Achievement Officer

All pre-existing agenda items are renumbered accordingly.

Pulled Special Order Agenda Item # 5- page 13- Recognition of School Bus Driver of the Year, Ms. Davida Wimbley, Presented by Rick McBride, Director of Transportation.

Ms. Davida Wimbley had a death in the family and was unable to attend the meeting.

Mrs. O'Shea stated that, as chairperson, she found good cause to amend the agenda.

Attachment: board meeting minutes 111516 (6079 : Request Approval of Minutes)

III. Invocation: Pastor Chuck Engelhardt, Heritage United Methodist Church, 2680 Landmark Drive, Clearwater, Florida 33761

Pastor Chuck Engelhardt delivered the Invocation.

IV. Pledge of Allegiance

The Pledge of Allegiance followed the Invocation.

National Anthem

The National Anthem was sung by the Largo High School Madrigal Singers.

Video: Certificate of Distinction: Advancing support employees through specialized classes

The video highlighted Pinellas County Schools more than 5,900 support professionals. November 16, 2016 is National Educational Support Professionals Day and we celebrate support staff for their dedication to our students. Recently, 141 support professionals were honored at the Certificate of Distinction breakfast. The Certificate of Distinction encourages goal-setting to develop professional and personal goals, build skills, and enhance an individuals opportunities for growth. Since its inception, 3,715 employees have earned this distinction.

V. Introduction of Professional and Community Organization Reps: Lisa M. Wolf, Public Information Officer

Ms. Lisa Wolf, public information officer, introduced the following individuals: Nelly Henjes, PESPA; Mike Gandolfo, PCTA; Cindy Ehrenzeller, PCCPTA; Victoria Hagedorn, Arts for a Complete Education; Delia Miller, League of Women Voters of North Pinellas; and Colleen Wright, Tampa Bay Times.

VI. Presentation by Student Rights and Responsibilities: Largo High School

Ms. Lisa Wolf, public information officer, introduced Sarina Patel, Bobby Roundtree and Johannah One, student rights and responsibilities committee members from Largo High School. They addressed the Board to share information regarding programs and achievements taking place at their school.

VII. Adoption of Agenda

Rene Flowers requested consent agenda item #12 be pulled for discussion.

12: Request Approval of the Total Project Cost for Melrose Elementary School Replacement Facility for Project No. 9089 in the Amount of \$18,006,760, and the Agreement with Williamson Dacar Associates for Architectural Design Services

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Terry Krassner, Vice Chairperson
SECONDER:	Janet R. Clark, Board Member
AYES:	Flowers, Peluso, Cook, Clark, Krassner, Lerner, O' Shea

VIII. Special Order Agenda

1. Request Approval of Proclamation Recognizing Parental Involvement in Education Month, November 2016, Presented by Valerie Brimm, Ed.D., Director, Office of Strategic Partnerships

Dr. Valerie Brimm spoke of the positive impact of parental involvement in a student's education.

Rene Flowers read the Proclamation aloud.

It was moved by Rene Flowers and seconded by Janet Clark, and carried with a 7-0 vote to approve the Proclamation Recognizing Parental Involvement in Education Month, November 2016.

2. Presentation of the Career Education Board Fall Report, Presented by, Bob McIntyre, Co-Chair, Career Education Board, Pinellas Education Foundation

Mr. Mark Hunt, executive director, career, technical and adult education, introduced Mr. Bob McIntyre, co-chair, career education board, Pinellas Education Foundation. Mr. McIntyre spoke about the involvement of their board in the development of career academies and the Ford Next Generation Learning grant project. The district hosted the NGL conference in 2016 and will again in 2017.

Mrs. Krassner, Mrs. Lerner, and Mrs. O'Shea thanked Mr. McIntyre and the Pinellas Education Foundation for their partnership with Pinellas County Schools.

3. Presentation of the Florida Society of Health and Physical Educators' Health Education Award, 2015-2016, Presented by Peggy Johns, Specialist, PK-12 Health Education

Ms. Peggy Johns, introduced Ms. Kelley Jones, award winner.

Ms. Jones was greeted and congratulated by the board.

4. Presentation of the Florida School Health Association's School Health Educator of the Year, 2015-2016, Presented by Peggy Johns, Specialist, PK-12 Health Education

Ms. Peggy Johns introduced Mr. Doug Krieg, award winner.

Mr. Krieg was greeted and congratulated by the board.

Attachment: board meeting minutes 111516 (6079 : Request Approval of Minutes)

5. Recognition of School Bus Driver of the Year, Ms. Davida Wimbley, Presented by Rick McBride, Director of Transportation

This item was pulled from the agenda by Dr. Grego under Item II. Amendments to the Agenda Ms. Wimbley was unable to attend the meeting due to a death in the family.

IX. Public Comments on Agenda Items

The following individual shared their comments on specific agenda items:

Mark Klutho

Consent Agenda Item # 11: Request Approval of the Total Project Cost for Madeira Beach Fundamental School, Windows and Storefronts Replacement for Project No. 9116, in the Amount of \$1,219,706, and the Agreement With Renker Eich Parks Architect for Architectural and Engineering Design Services and Construction Administration

Consent Agenda Item # 12: Request Approval of the Total Project Cost for Melrose Elementary School Replacement Facility for Project No. 9089 in the Amount of \$18,006,760, and the

Agreement with Williamson Dacar Associates for Architectural Design Services

Consent Agenda Item # 14: Request Approval of Change Order No. 1 to the Agreement With Ajax Building Corporation for Labor, Materials, Equipment, and Duration of Schedule Associated With Underground Utility Redesign. This change order will increase the Guaranteed

Maximum Price (GMP) by \$113,164 with a seventy-two (72) day time extension at Largo High School, Project No. 4511

Consent Agenda Item # 16: Request Approval of Room Condition Change Building Replacement/Raze (RCC - BRR) Form and Conceptual Permission to Raze/Replace Permanent Buildings at Tarpon Springs High School, Building 29

Mr. Klutho voiced his opinion about building construction, environmental impact, and costs.

X. Unfinished Business

XI. Consent

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ken Peluso, Board Member
SECONDER:	Janet R. Clark, Board Member
AYES:	Flowers, Peluso, Cook, Clark, Krassner, Lerner, O' Shea

1. Request Approval of Minutes: To Approve the Minutes of the School Board Workshop of October 18, 2016; the School Board Workshop of October 25, 2016; and, the Regular School Board Meeting of October 25, 2016

Approved as amended.

Consent Agenda Item #1: Request Approval of Minutes, had the following corrections:

The word white was used in the minutes instead of the word non-black as specified in Policy 2130-DMAC. And Mrs. Carol Cook made the motion to approve Mr. White.

The board meeting minutes, October 25, 2016 under Items Introduced by the Board: (on page 33)

Mrs. O'Shea had two items to bring before the Board:

2. The school board appointment to the District Monitoring and Advisory Committee. The board must appoint one ~~white~~ non-black and one black member. Dr. Martin Shapiro will serve as the ~~white~~ non-black appointment. Mrs. O'Shea recommended Mr. Ron White as the black appointment.

Mrs. O'Shea called for a motion and vote on this recommendation. It was moved by ~~Janet Clark~~ Carol Cook, seconded by Terry Krassner and carried with a 7-0 vote to approve the appointment of Ron White to the District Monitoring and Advisory Committee (DMAC).

This correction has been made to the minutes posted on the district website.

2. Request Approval of Personnel Recommendations

Approved, as submitted

(Copy to be found in Supplemental Minute Book #167.)

3. Request Approval of the Administrative Appointment of the Minority Achievement Officer

This item was added to the agenda by Dr. Grego under Item II. Amendments to the Agenda Appointment approved- Lewis A. Brinson, Ed. D.

(Copy to be found in Supplemental Minute Book #167.)

4. Request Approval of Agreement with Southern Regional Education Board for Learning-Centered Leadership Program

Approved, as submitted

(Copy to be found in Supplemental Minute Book #167.)

5. Request Approval of Donation of Titled Vehicle to Pinellas County Schools

Approved, as submitted

**6. Request Approval of the Title I School Improvement Grant (SIG) 1003(a) 2016-2017
\$1,143,498.00**

Approved, as follows:

Title I School Improvement Grant (SIG) 1003(a) 2016-2017 \$1,143,498.00

**7. Request Approval of the Carl D. Perkins Career and Technical Education Secondary
Grant, Section 131, \$1,060,574.00**

Approved as follows:

Carl D. Perkins Career and Technical Education Secondary Grant, Section 131, \$1,060,574.00

8. Request Approval of the Financial Statements for the Month Ending August 31, 2016

Approved, as submitted

**9. Request Approval of the Memorandum of Agreement With the School Board of Pasco
County and the School Board of Pinellas County**

Approved, as submitted

(Copy to be found in Supplemental Minute Book #167.)

**10. Request Approval for the Renewal of the Agreement With Palm Harbor Community
Services Agency, Inc., for the Reciprocal Use of School Board and Agency Facilities**

Approved, as submitted

(Copy to be found in Supplemental Minute Book #167.)

**11. Request Approval of the Total Project Cost for Madeira Beach Fundamental School,
Windows and Storefronts Replacement for Project No. 9116, in the Amount of \$1,219,706,
and the Agreement With Renker Eich Parks Architect for Architectural and Engineering
Design Services and Construction Administration**

Approved, as submitted

(Copy to be found in Supplemental Minute Book #167.)

Attachment: board meeting minutes 111516 (6079 : Request Approval of Minutes)

12. Request Approval of the Total Project Cost for Melrose Elementary School Replacement Facility for Project No. 9089 in the Amount of \$18,006,760, and the Agreement with Williamson Dacar Associates for Architectural Design Services

This item was pulled for discussion by Rene Flowers. Refer to XII. Consent Agenda-Items Pulled.

Approved, as submitted

(Copy to be found in Supplemental Minute Book #167.)

13. Request Approval of the Total Project Cost for Public Use Swimming Pool at Tarpon Springs High School, Project No. 9082, in the Amount of \$1,691,839 and the Agreement With Hoffman Architects, P.A. for Architectural Services

Approved, as submitted

(Copy to be found in Supplemental Minute Book #167.)

14. Request Approval of Change Order No. 1 to the Agreement With Ajax Building Corporation for Labor, Materials, Equipment, and Duration of Schedule Associated With Underground Utility Redesign. This change order will increase the Guaranteed Maximum Price (GMP) by \$113,164 with a seventy-two (72) day time extension at Largo High School, Project No. 4511

Approved, as submitted

(Copy to be found in Supplemental Minute Book #167.)

15. Request Approval of First Quarter Submittal of Change Order Summaries

Approved, as submitted

16. Request Approval of Room Condition Change Building Replacement/Raze (RCC - BRR) Form and Conceptual Permission to Raze/Replace Permanent Buildings at Tarpon Springs High School, Building 29

Approved, as submitted

(Copy to be found in Supplemental Minute Book #167.)

17. Request Approval of Selling the Districts Surplus Equipment on the Public Surplus.com Internet Auction Site

Approved, as submitted

18. Request Approval to Recycle, Cannibalize, and/or Scrap Obsolete Fixed Assets

Approved, as submitted

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

Approved, as submitted

(Copy to be found in Supplemental Minute Book #167.)

XII. Consent Agenda-Items Pulled

Consent Agenda Item # 12: Request Approval of the Total Project Cost for Melrose Elementary School Replacement Facility for Project No. 9089 in the Amount of \$18,006,760, and the Agreement with Williamson Dacar Associates for Architectural Design Services

Rene Flowers pulled this item from the consent agenda to share background on the variety of community engagement sessions that were held in order to gather input on this project; thanked the district for building a new school in this community; and, asked that minority workers have an opportunity to participate in this large project provided they meet the legal requirements.

Linda Lerner shared that she attended the contractors presentation to listen to the plan.

Mr. Herbic advised the board that if this item is approved today, a community meeting is scheduled at the school for Thursday, November 17 at 5:30 pm for Melrose elementary parents.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Terry Krassner, Vice Chairperson
SECONDER:	Janet R. Clark, Board Member
AYES:	Flowers, Peluso, Cook, Clark, Krassner, Lerner, O' Shea

XIII. Nonconsent**1. Request Approval of the Renewal of the Lease, Management & Operation Agreement Permitting Belle of the Ball, Inc. to Lease the Media Center (the "Premises") Located on the Former Curtis Fundamental School Property**

Charlene Beyer, real estate analyst, introduced Joe Marteski, chief operating officer, Belle of the Ball, Inc.

Mr. Marteski spoke about the positive impact this program has for students in need. He thanked the district for their support.

Carol Cook and Peggy O'Shea thanked him for this community service program.

RESULT: APPROVED [UNANIMOUS]
MOVER: Terry Krassner, Vice Chairperson
SECONDER: Carol J. Cook, Board Member
AYES: Flowers, Peluso, Cook, Clark, Krassner, Lerner, O' Shea

2. Request Approval for the Submittal of the 2016 Florida Safe Schools Self-Assessment

Mr. Clint Herbic, associate superintendent, operational services, shared that the confidential information contained in this document drives the district's safety plans.

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

3. Request Approval of the 2017/2018 Instructional Calendar and Special Observance Days

Dr. Grego shared the list of members serving on this committee to demonstrate the cross section of representation that develops the district's calendars. The board reviewed the calendar at October 25 workshop. He thanked Ms. Paula Texel, assistant superintendent, human resource services, and Mr. Dave Richmond, managing officer, payroll operations.

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

4. Request Approval of Pinellas County Schools Proposed 2017 Legislative Program

Mr. Steve Swartzel, legislative consultant, made note of the five main areas addressed in the legislative platform: accountability, educational funding, capital outlay, tax credit schools and constitutional authority governance.

Ms. Flowers thanked him for his work with our legislators. Mrs. Cook thanked him for his support. Mrs. Krassner thanked him for the great relationships he has built in Tallahassee. Dr. Grego and Mr. Koperski thanked him for being pro-active.

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

5. **Request Adoption of the Proposed Greater Florida Consortium of School Boards 2017 Legislative Program**

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

XIV. New Business

A. *Items Introduced by Superintendent*

Dr. Grego's report included the following:

- 1) He said the Great American Teach-In is scheduled for tomorrow, November 16th and thanked the community for their participation.
- 2) He shared that Support Professionals Day is November 16, 2016 and thanked support staff for all they do.
- 3) He thanked the community for their support of the referendum. It passed by the largest margin ever; it was first approved by voters in 2004. He thanked PCTA and PESPA for supporting it.
- 4) He said there is a community meeting for input on the Bridging the Gap plan at 6 p.m. tonight at Tarpon Springs High School. He said the plan was shared with the Council of Great City Schools.

David Koperski took this opportunity to state the legal status of the alternative dispute resolution. Both COQEBs and Bradley asked for a meeting hiatus. The Bridging the Gap plan has been shared with both parties; we have not heard back from them at this time. The District has asked to meet with them and continue the discussion.

Dr. William Corbett said the goal managers have received specific plans for students who need additional support. This is being done along with the positive behavior support system; equity in discipline; family empowerment initiatives; and the recruitment and retention of minorities to our staff. All these initiatives are part of the BTG plan.

Peggy O'Shea noted that at the Council of Great City Schools conference, other districts had minority achievement plans, but they are not as comprehensive as our plan. Discussion will continue at the January workshop. She added that she wants it to be aligned with questions being raised by the District Monitoring and Advisory Committee (DMAC).

Terry Krassner asked about the metrics and measurement for the plan.

Dr. Dan Evans, executive director, assessment, accountability and research, said they are currently reviewing the strategies being used to determine the outcomes. His department is also capturing all the feedback from the community; currently there have been 852 comments. The district is challenging their earlier assumptions.

Linda Lerner said that early intervention is very important.

Rene Flowers thanked everyone who worked on the plan. She noted that the BTG plan and School Improvement plans are linked to the District Strategic Plan. She said rigor is relevant at all levels. Pre-school programs are reaching out to the district for information to assist them in preparing students for school.

Janet Clark said that DMAC should review the BTG plan and tie it in with their work.

Paula Texel said she will share the plan at their next meeting.

Ken Peluso said this plan was first discussed in the 2012-13 school year and he is happy with the progress being made.

Dr. Grego continued by saying the district needs the help of the community.

5) He congratulated Kevin Ford, director of Tarpon Springs High School's Leadership Conservatory for the Arts, for his selection of the Yamaha Master Educator Program and for the success of the marching band in the Bands of America competition in Indianapolis. They competed with 100 marching bands and they have been ranked #4 in the nation.

6) He said that Janet Clark is leaving the board after twelve years of service and Dr. Ken Peluso after two years of service. This is their last meeting.

Ken Peluso- He thanked the administration for doing a phenomenal job and increasing the contingency reserve.

Carol Cook- She said that it has been a pleasure working with both Ken Peluso and Janet Clark. She thanked Dr. Peluso for his assistance when the district moved to self-funding our health insurance and his focus on the budget. She thanked Janet Clark for her work serving on the Homeless Leadership Board and that it has been an honor to work with her.

Terry Krassner- 1) She thanked the community for their support in passing the referendum and demonstrating their support of public education. 2) She spoke about the clarification of processes used for interviewing and hiring applicants; she said it is an administrative decision and aware of the accountability.

Rene Flowers- She said that she met Ken Peluso during his campaign and he stayed firm to his convictions; she learned from him during workshop discussions and he will be missed. She shared that she has known Janet Clark for some time and is aware that she is going back into the classroom where she can advocate for persons with disabilities.

Linda Lerner- She said that she appreciated Janet Clark's classroom perspective and her work with the Homeless Leadership Board. She noted that Dr. Peluso came on the board with a lot of community involvement experience and thanked him for his service.

Janet Clark-She thanked everyone and told Dr. Grego that he has gotten us back on the right track.

7) He wished everyone a happy Thanksgiving.

B. Items Introduced by School Board Attorney

Mr. Koperski shared his comments during XIV. New Business A. Items Introduced by the Superintendent.

At this time he added his thanks for the service of both Ken Peluso and Janet Clark.

C. Items Introduced by the Board

Rene Flowers- 1) She mentioned National Educational Support Professionals Day and appreciates having paraprofessionals in classrooms and their contributions to student success. 2) She expressed her kudos for the passing of the referendum and its positive impact on students' ability to participate in the arts. 3) She is attending the SAC meeting at Doug Jamerson Elementary school tonight and will share all the wonderful things going on in the district. 4) She shared that this Thanksgiving she will be thinking about others.

Peggy O'Shea- 1) She thanked the community for voting in favor of the referendum. 2) She recently volunteered at Starting Right Now and helped paint the girls dormitory. 3) She advised the board that a joint meeting is being planned for late January with the Juvenile Welfare Board and Pinellas County Commission. The district will host the meeting here at the administration building. Homelessness will be one of the topics. 4) She thanked Ken Peluso and Janet Clark for their commitment to students.

Linda Lerner- 1) She attended the reception yesterday at the Stavros Institute for the US Dept. of State Edward R. Morrow program participants. This included 120 international journalists; this is a great cultural exchange program. She noted that representatives from over 100 countries have visited the Stavros Institute. She also shared that she visited the Pinellas Technical College culinary program and the Meadowlawn Middle School journalist program. 2) She said that she so enjoys the students who perform the National Anthem at our meetings; that she wants to suggest that they perform another song after the anthem. 3) She said that she is very thankful for the United States Constitution; the separation of powers and for our forefathers for creating this democracy. 4) She wished everyone a happy Thanksgiving.

D. Review of Board Requests

Dr. Corbett shared the following requests made by board members:

1. to include the Bridging The Gap plan at the next workshop
2. work with staff to add a song following the National Anthem

E. School Board Meeting Evaluation

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

Pluses:

- whole meeting
- well run

Opportunities:

- speakers should address business issues

XV. Adjournment

There being no further business to be brought before the School Board, this meeting adjourned at 12:17 p.m.

Chairperson

Superintendent and Ex-Officio Secretary

XVI. Public Speakers

Following the adjournment of the meeting, the following individuals presented their comments:

1. Lenore Faulkner

Ms. Faulkner spoke about Veteran's Day and her personal experiences.

2. Lance Monlux

Mr. Monlux distributed a copy of his research titled *Puberty-Addiction Connection*.

3. Mitch Incorvaia

Mr. Incorvaia spoke of the noise level in the neighborhood during Tarpon Springs High School's marching band practice.

4. James Wild

Mr. Wild spoke of the noise level in the neighborhood during Tarpon Springs High School's marching band practice.

5. Ken Stolte

Mr. Stolte spoke of the noise level in the neighborhood during Tarpon Springs High School's marching band practice.

(Mr. Ward Kennedy, area superintendent, was called upon by Dr. Grego. Mr. Kennedy said he is meeting with the school administration to look into some long term solutions to the problem.)

6. Cindy Ehrenzeller

Ms. Ehrenzeller, PCCPTA, thanked Dr. Ken Peluso and Ms. Janet Clark for their service on the school board.

7. Mark Klutho

Mr. Klutho shared his viewpoint on environmental concerns.

8. Eliseo Santana, Jr.

Mr. Santana thanked the board members for their service. He congratulated Mrs. Cook on her re-election by an overwhelming majority. (Ms. Santana was her opponent in the election.)

The session ended at 12:43 p.m.



Pinellas County School Board

Organization

~ Minutes ~

301 Fourth Street SW
Largo, FL 33770
<https://www.pcsb.org>

Ann Simonetti

Tuesday, November 22, 2016

9:00 AM

School Administration Building

Oath of Office Administered

Dr. Grego introduced the Honorable Myriam Irizarry. Judge Irizarry administered the Oath of Office to the following newly elected and re-elected school board members.

Ms. Joanne Lentino- newly elected

Mrs. Eileen M. Long - newly elected

Mrs. Carol J. Cook- re-elected

Dr. Grego thanked Judge Irizarry for performing this duty; and, invited the board members to move to the board table.

I. Call to Order

The meeting was called to order at 9:06 a.m. by Dr. Grego, superintendent, on November 22, 2016 at the School Board Administration Building, 301 Fourth Street SW, Largo, Florida.

Attendee Name	Title	Status	Arrived
Rene Flowers	Board Member	Present	
Eileen Long	Board Member	Present	
Joanne Lentino	Board Member	Present	
Carol J. Cook	Board Member	Present	
Terry Krassner	Vice Chairman	Present	
Linda S. Lerner	Board Member	Present	
Peggy O' Shea	Chairperson	Present	
Michael A. Grego	Superintendent	Present	
David Koperski	Board Attorney	Present	
Clinton Herbic	Associate Superintendent/Operations	Present	
Kevin Smith	Associate Superintendent/Finance Business Services	Present	
William Corbett	Deputy Superintendent	Present	
Ann Simonetti	Administrative Assistant and Clerk to the Board	Present	

II. Invocation/Thought for the Day

Dr. Grego asked for a moment of silent reflection.

III. Pledge of Allegiance

The Pledge of Allegiance, led by Mr. Koperski, followed the moment of silent reflection.

Attachment: organization meeting 112216 (6079 : Request Approval of Minutes)

IV. Organization of the School Board

Dr. Grego stated that this meeting is called pursuant to Sections 1001.37 and 1001.371, Florida Statutes, for the purpose of organizing the school board through the election of a chairperson and vice chairperson.

Selection of Chairperson

Dr. Grego called for nominations for chairperson.

Ms. Rene Flowers nominated Mrs. Peggy O'Shea. This nomination was seconded by Mrs. Carol Cook.

Dr. Grego called for additional nominations. Hearing none, he closed the nominations.

The nomination for Mrs. Peggy O'Shea to serve as chairperson was carried with a 7-0 vote.

Selection of Vice Chairperson

Dr. Grego called for nominations for vice chairperson.

Mrs. Terry Krassner nominated Ms. Rene Flowers to serve as school board vice chairperson. This nomination was seconded by Mrs. Peggy O'Shea.

Dr. Grego called for additional nominations. Hearing none, he closed the nominations.

The nomination for Ms. Rene Flowers to serve as vice chairperson was carried with a 7-0 vote.

Mrs. O'Shea moved to the chairperson's seat at the board table and conducted the remaining business of the board.

V. Consent

Mrs. O'Shea asked if there were any speakers for this agenda item. There were no speakers.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Terry Krassner, Vice Chairman
SECONDER:	Rene Flowers, Board Member
AYES:	Flowers, Long, Lentino, Cook, Krassner, Lerner, O' Shea

- 1. Request Approve of the Schedule of Regular School Board Meetings Occurring From December 6, 2016, Through the November 14, 2017, Organization Meeting**

Approved as submitted.

VI. Nonconsent

Appointment of Florida School Board Association Board of Directors Representative

Mrs. Peggy O'Shea stated this item was not on our formal agenda; however, Dr. Ken Peluso served as Pinellas County School Board representative on the FSBA Board of

Attachment: organization meeting 112216 (6079 : Request Approval of Minutes)

Directors. Since he is no longer on our board, FSBA has advised that our alternate may serve in this capacity. Mrs. Carol Cook was the alternate; she will now serve as the FSBA Board of Directors representative for Pinellas County.

Mrs. Peggy O'Shea called for an alternate to serve and explained that they would attend meetings if the representative were unable to do so. After some discussion, Mrs. Carol Cook nominated Mrs. Eileen Long; it was seconded by Mrs. Terry Krassner and carried with a 7-0 vote.

VII. Adjournment

There being no further business to be brought before the school board, this meeting adjourned at 9:21 a.m.

Chairperson

Superintendent and Ex Officio Secretary

ADOPTED

REQUEST FOR APPROVAL (ID # 6083)

Request Approval of Personnel Recommendations

ATTACHMENTS:

- Dec 6 2016 FINAL HR Board Agenda (PDF)

Set A

MEMORANDUM

December 6, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Recommendation of Superintendent on Personnel – 2016/2017

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

Job Descriptions: <http://www.pcsb.org/Page/1660>

Administrative

Termination

Retirement 1 A

Instructional

Appointments of Probationary Contract 22 1-2

Appointments of Annual Contract 3 2

Transfers 4 2-3

Leaves of Absence 6 3

Return From Leave of Absence 12 3-4

Terminations

Resignations 18 4-5

Retirements 2 5

Contracted Services 112 6-14

Appointments of Substitutes 3 14

Teacher Out-of-Field (Co-Teacher) 4 15

Teaching Out-of-Field (Long-Term Substitutes) 2 15

Teaching Out-of-Field for Other Subject Areas 4 16

AGE = Adult General Education

AVID = Advancement Via Individual Determination

ELA = English Language Acquisition

CASAS = Comprehensive Adult Student Assessment Systems

CPI = Crisis Prevention Institute

CTAE = Career, Technical, and Adult Education

DA = Differentiated Accountability

EIS = Educational Information System

ELP = Extended Learning Program

ESE = Exceptional Student Education

ESOL = English for Speakers of Other Languages

FDLRS = Florida Diagnostic and Learning Resources System

FSA = Florida Standards Assessment

HOSA = Health Occupations Students of America

IMAST = Interdisciplinary Math and Science with Technology

JROTC = Junior Reserve Officer Training Corps

MSAP = Middle School Achievement Program

MTSS = Multi-Tiered System of Support

NCLB = No Child Left Behind

PATHS = Promoting Alternative THinking Strategies

PCS = Pinellas County Schools

PCCA = Pinellas County Center for the Arts

PD = Professional Development

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

RTTT = Race-To-The-Top

SAT = Scholastic Assessment Test

SIM = Self Instructional Module

SIP = School Improvement Plan

SLC = Smaller Learning Communities

STIP = Summer Technology Institute Project

STEM = Science, Technology, Engineering, and Mathematics

VPK = Voluntary Pre K

Attachment: Dec 6 2016 FINAL HR Board Agenda (6083 : Request Approval of Personnel Recommendations)

RECOMMENDATION OF SUPERINTENDENT
ON ADMINISTRATIVE PERSONNEL

2016/2017

December 6, 2016

TERMINATION

NAME	POSITION/COST CENTER	EFFECTIVE
<u>Retirement</u>		
Cangelosi, Bonnie J	Principal Shore Acres Elementary	12/31/16

Attachment: Dec 6 2016 FINAL HR Board Agenda (6083 : Request Approval of Personnel Recommendations)

RECOMMENDATION OF SUPERINTENDENT ON
INSTRUCTIONAL PERSONNEL

December 6, 2016

2016/2017

APPOINTMENTS OF PROBATIONARY CONTRACT

NAME	COST CENTER	GRADE/SUBJECT	EFFECTIVE
Adamson, Chenita D	Melrose Elementary	Curriculum Specialist	11/07/16
Brescia, Brittany A	Largo High	Language Arts	11/09/16
Cepero Vazquez, Lisset	Pinellas Park High	Foreign Language	11/07/16
Crawford-Green, Erica R	Disston Academy	Guidance	10/31/16
Dupuy, Daniel J	Clearwater High	Language Arts	11/01/16
Ervin, Mya N	Largo High	Mathematics	10/31/16
Farkas, Csilla	Pinellas Technical College Clearwater	Vocational (11.5-month)	11/07/16
Frazier, Alea K	Tarpon Springs High	Language Arts	11/01/16
Gash, James	Palm Harbor Middle	Reading	11/09/16
Grant, Erin	Skycrest Elementary	Elementary	11/14/16
Green, Robin L	Communication Disorders	Speech/Language Pathologist	11/07/16
Hillman, Joshua P	Dunedin Highland Middle	Language Arts	11/04/16
Holmes, Brittany M	Disston Academy	Independent Varying Exceptionalities	11/08/16
Mayton, Lindsay A	Cypress Woods Elementary	Varying Exceptionalities	11/14/16
McBride, Breanna	Lealman Innovation Academy	Alternative Education	10/28/16
Morrison, Scott E	Boca Ciega High	Social Studies	11/07/16

Attachment: Dec 6 2016 FINAL HR Board Agenda (6083 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Instructional Personnel
 December 6, 2016
 2016/2017 School Year

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APPOINTMENTS OF PROBATIONARY CONTRACT
 (Continued)

NAME	COST CENTER	GRADE/SUBJECT	EFFECTIVE
Renfroe, Clyde W	Seminole High	Music	10/31/16
Rivers, Linda R	Boca Ciega High	JROTC	11/28/16
Shaw, Amy A	Northeast High	Varying Exceptionalities	11/07/16
Stokes, Jason B	Woodlawn Elementary	Physical Education	10/26/16
Tollett, Megan R	Largo Middle	Language Arts	11/09/16
Wilson, Christopher A	Pinellas Park Middle	Science	11/08/16

APPOINTMENTS OF ANNUAL CONTRACT

NAME	COST CENTER	GRADE/SUBJECT	EFFECTIVE
Hyatt, Heather M	Sanders Exceptional	Varying Exceptionalities	08/01/16
Joslyn, Jayme L	ESE	Instructional Staff Developer	11/14/16
Miller, Sydney V	Palm Harbor University High	Language Arts	08/01/16

TRANSFERS

NAME	FROM COST CENTER	TO COST CENTER	EFFECTIVE
Autrey, Rachel M	Azalea Middle	Pinellas Park Middle	10/24/16
Helbling, Brenda L	Pinellas Park Middle	Azalea Middle	10/24/16
Jardim, Cathy M	ESE	Private School ESE	10/25/16

Attachment: Dec 6 2016 FINAL HR Board Agenda (6083 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Instructional Personnel
 December 6, 2016
 2016/2017 School Year

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TRANSFERS
 (Continued)

NAME	FROM COST CENTER	TO COST CENTER	EFFECTIVE
Wright-Nash, Angela S	Dunedin High	Pinellas Technical College Clearwater (11.5-month)	11/07/16

LEAVES OF ABSENCE

NAME	COST CENTER	GRADE/SUBJECT	EFFECTIVE
Carmichael, Barbara	Largo Middle	ESOL	10/17/16
Jones, Sherra A	Curtis Fundamental Elementary	Elementary	10/31/16
MacGregor, Melissa	Cypress Woods Elementary	Elementary	10/04/16
McRae, Alisa G	Pinellas Park Elementary	ESOL	11/28/16
Reyes, Jaclyn M	Cypress Woods Elementary	Elementary	11/09/16
Stach, Carlie F	Campbell Park Elementary	Kindergarten	11/07/16

RETURN FROM LEAVE OF ABSENCE

NAME	COST CENTER	GRADE/SUBJECT	EFFECTIVE
Bailey, Ditjona	Leila Davis Elementary	Elementary	10/24/16
Bennett, Thamar N	Ponce de Leon Elementary	Varying Exceptionalities	10/31/16
Burt, Sara E	Mount Vernon Elementary	Varying Exceptionalities	10/31/16
Clark, Janet R	Bay Point Middle	Varying Exceptionalities	11/24/16

Attachment: Dec 6 2016 FINAL HR Board Agenda (6083 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Instructional Personnel
 December 6, 2016
 2016/2017 School Year

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RETURN FROM LEAVE OF ABSENCE

(Continued)

NAME	COST CENTER	GRADE/SUBJECT	EFFECTIVE
Devore, Alicia J	Forest Lakes Elementary	Pre-K Autism Spectrum Disorder	11/04/16
Lightfoot, Amy W	Sawgrass Lake Elementary	Elementary	10/25/16
Mariano, Jill L	Southern Oak Elementary	Kindergarten	10/24/16
Prillhart, Toniann D	Brooker Creek Elementary	Guidance	10/28/16
Ramirez, Andrew	Thurgood Marshall Fundamental Middle	Guidance	11/07/16
Skinner, Karyn E	Leila Davis Elementary	Elementary	10/25/16
Smith, Scott J	Sandy Lane Elementary	Elementary	10/24/16
Swift, Krystle A	Ponce de Leon Elementary	Varying Exceptionalities	10/27/16

TERMINATIONS

NAME	COST CENTER	EFFECTIVE
<u>Resignations</u>		
Allen, Jared A	John Hopkins Middle	11/18/16
Bishop, Amanda Y	Psychological Services	11/04/16
Brooks, Cheyenne M	Academic Computing	11/01/16
Brotzman, Kate E	Eisenhower Elementary	10/14/16
Deturk-Malia, Alison M	Pinellas Park Middle	11/04/16

Attachment: Dec 6 2016 FINAL HR Board Agenda (6083 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Instructional Personnel
 December 6, 2016
 2016/2017 School Year

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TERMINATIONS
 (Continued)

NAME	COST CENTER	EFFECTIVE
<u>Resignations</u> (Continued)		
Ekstrand, Emily A	Seminole High	11/08/16
Garcia, Karen	Melrose Elementary	11/04/16
Haight, Michael	Safety Harbor Middle	10/28/16
Kinler, Gerard N	St Petersburg High	11/18/16
Krail, Katie	Azalea Middle	11/09/16
McBride, Breanna N	Lealman Innovation Academy	11/11/16
Moroff, Jacob D	Clearwater High	10/31/16
Niven, Heather G	Dunedin Elementary	01/02/17
Nix, Laura E	Azalea Middle	11/18/16
Oxford, Andrea L	Lew Williams Early Learning Center	11/04/16
Patel, Avisha A	Safety Harbor Middle	10/25/16
Shaw, Karey A	Northeast High	11/04/16
Williams, Bryan	Doug Jamerson Elementary	10/24/16
<u>Retirements</u>		
Snodgrass, Vicki L	Marjorie Kinnan Rawlings Elementary	10/13/16
Waybrant, Beth S	Dunedin High	11/01/16

Attachment: Dec 6 2016 FINAL HR Board Agenda (6083 : Request Approval of Personnel Recommendations)

PAYMENT TO CONTRACTED SERVICES EMPLOYEES

Funding Source: District Operating Funds

6-8 SCIENCE

Planning and facilitating professional development training
 for middle school science teachers in critical need areas

SILKIE-REES, MARISSA	09/15/16 - 06/30/17	\$1,200.00
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9-12 SCIENCE

Attending state-mandated meetings, organizing and
 overseeing the district Science Fair and awards ceremony
 and traveling with county winners to the State and
 International levels of Science Fairs

Dickman, Paul H	09/01/16 - 06/30/17	\$1,600.00
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ADVANCED STUDIES/ACADEMIC EXCELLENCE

AVID college co-op tutor

Colin, Kathryn R	09/19/16 - 12/08/16	\$2,100.00
Davis, Kaliegh N	10/20/16 - 12/08/16	\$2,100.00
Davis, Kassidee D	10/20/16 - 12/08/16	\$2,100.00
Edwards, Elizabeth E	10/20/16 - 12/08/16	\$2,100.00
Gonzalez, Ignahi M	10/20/16 - 12/08/16	\$2,100.00
Henson, Heather L	10/20/16 - 12/08/16	\$2,100.00
Livingston, Nathaniel F	10/20/16 - 12/08/16	\$2,100.00
MacDougall, Kelley J	10/20/16 - 12/08/16	\$2,100.00
Ospina, Sebastian	10/20/16 - 12/08/16	\$2,100.00
Pearson, Deonta X	10/20/16 - 12/08/16	\$2,100.00
Prather, Shane T	10/20/16 - 12/08/16	\$2,100.00
Puckett, Montana C	10/20/16 - 12/08/16	\$2,100.00

EARLY CHILDHOOD EDUCATION

Writing and planning kindergarten curriculum

Circle, Jessica M	09/19/16 - 06/30/17	\$400.00
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ELEMENTARY LANGUAGE ARTS AND READING

Revising module

Glass, Ruth A	07/01/16 - 06/30/17	\$1,540.00
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Recommendation of Superintendent on Instructional Personnel
 December 6, 2016
 2016/2017 School Year

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PAYMENT TO CONTRACTED SERVICES EMPLOYEES

(Continued)

Funding Source: District Operating Funds (continued)

ELEMENTARY LANGUAGE ARTS AND READING (continued)

Professional development and writing curriculum

Michael, Paige E	08/01/16 - 06/30/17	\$1,600.00
Osborne, Marian G	08/01/16 - 06/30/17	\$1,600.00

Organizing and facilitating the submissions for the Cross
 Creek Chronicle

Minor, April A	10/03/16 - 06/30/17	\$3,000.00
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ESOL

Writing ESOL modifications for accommodations for ELA
 modules

Colbeck, Heidi	09/16/16 - 05/17/17	\$700.00
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Providing state-mandated training that leads to ESOL
 Endorsement; testing and linguistics (blended)

Morehouse, Charles J (2 contracts)	09/22/16 - 06/30/17	\$2,400.00
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Providing state-mandated training that leads to ESOL
 endorsement; essentials (blended)

Ouzoun-Ash, Emine M	09/22/16 - 05/27/17	\$1,200.00
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Providing state-mandated training that leads to ESOL
 endorsement; curriculum (blended)

Schmittiel, Amber	09/22/16 - 05/27/17	\$1,200.00
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HIGH SCHOOL LANGUAGE ARTS AND READING

Writing for professional development

Freed, Cynthia	10/10/16 - 05/28/17	\$400.00
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Attachment: Dec 6 2016 FINAL HR Board Agenda (6083 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Instructional Personnel
 December 6, 2016
 2016/2017 School Year

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PAYMENT TO CONTRACTED SERVICES EMPLOYEES

(Continued)

Funding Source: District Operating Funds (continued)

PRE K-12 HEALTH EDUCATION

Coordinating, planning, and supervising Let's Move after-school activity; intramurals

Abbott, Sara A	09/01/16 - 05/12/16	\$320.00
Caris, Michael	09/01/16 - 05/12/17	\$240.00
Collova, Frank	09/01/16 - 05/12/17	\$700.00
Glessner, William P	09/01/16 - 05/12/17	\$160.00
Smith, Jessica N	09/01/16 - 05/12/17	\$740.00

PRE K-12 PERFORMING ARTS

Preparing for and conducting All-County World Music drumming rehearsals and performances

Hecht, Kristin E	02/16/17 - 06/04/17	\$800.00
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Preparing and conducting County Honor Orff rehearsals and performances

Mullenix, Holly K	02/16/17 - 03/04/17	\$800.00
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Preparing for and conducting All-County Honor Strings rehearsals performances

Werly, Keely L	02/16/17 - 03/04/17	\$800.00
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PRE K-12 SOCIAL STUDIES

Updating multicultural liaison handbook and developing professional development opportunities

Levine, Esta R	09/29/16 - 06/30/17	\$240.00
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PRE K-12 WORLD LANGUAGES

Creating, editing, and recording texts related to district common assessments, curriculum guides, and thematic units

French, Ashley M	09/01/16 - 06/30/17	\$960.00
Honein, Michel A	10/24/16 - 06/30/17	\$960.00

Attachment: Dec 6 2016 FINAL HR Board Agenda (6083 : Request Approval of Personnel Recommendations)

PAYMENT TO CONTRACTED SERVICES EMPLOYEES

(Continued)

Funding Source: District Operating Funds (continued)

PRE K-12 WORLD LANGUAGES (continued)

Recording, speaking, and listening prompts; Spanish curriculum for district common assessments

Olson, Ivette	10/24/16 - 06/30/17	\$1,000.00
Ramos Gonzalez, Edrick G	10/24/16 - 06/30/17	\$1,000.00

PROFESSIONAL DEVELOPMENT

Creating and facilitating training for the Transition-To-Teaching program

Blair, Jonathan L	07/01/16 - 06/30/17	\$2,000.00
Frankich, Michelle	07/01/16 - 06/30/17	\$2,000.00

Planning and providing professional development to support new teachers

Ristoff, Darla S	08/10/16 - 06/30/17	\$1,000.00
Smith, Tracy L	08/10/16 - 06/30/17	\$1,000.00
Wells, Nani R	08/10/16 - 06/30/17	\$1,000.00

Funding Source: Federal Funds

ADVANCED STUDIES/ACADEMIC EXCELLENCE

AVID college co-op tutor

Brahm, Hayley N	10/20/16 - 12/08/16	\$2,100.00
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AZALEA MIDDLE

Delivering professional development training in self evaluation for teachers to successfully communicate what areas they may be struggling with

Maitner, April	09/12/16 - 06/30/17	\$1,000.00
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Title I Audit Box duties and responsibilities

Turini, Lisa L	08/10/16 - 05/25/17	\$1,000.00
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Recommendation of Superintendent on Instructional Personnel
 December 6, 2016
 2016/2017 School Year

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PAYMENT TO CONTRACTED SERVICES EMPLOYEES

(Continued)

Funding Source: Federal Funds (continued)

BELCHER ELEMENTARY

Title I Audit Box duties and responsibilities

Humes, Stephanie M	10/17/16 - 05/25/17	\$1,000.00
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DISSTON ACADEMY

Planning and implementing SIP

Sandman, Natasha G	10/11/16 - 10/29/16	\$320.00
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Coleman, Latesia D	10/11/16 - 10/29/16	\$320.00
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LARGO MIDDLE

Developing curriculum for common assessment and data analysis; PLC (Professional Learning Community)

Cromartie, Corinna B	07/01/16 - 06/01/17	\$300.00
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LYNCH ELEMENTARY

Planning and collaborating mathematics instruction, ELA, and science

Busch, Michael J	10/27/16 - 02/02/17	\$60.00
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Dalton, Victoria E	10/27/16 - 02/02/17	\$60.00
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Gerding, Ruth P	10/17/16 - 01/23/17	\$60.00
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Gonzalez-Roberts, Kerri A	10/17/16 - 01/23/17	\$60.00
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Guthrie, Mikal Q	10/27/16 - 02/02/17	\$60.00
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Johnson, Kimberly A	10/27/16 - 02/02/17	\$60.00
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Knudsen, Liza T	10/27/16 - 02/02/17	\$60.00
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Quinlivan, Kristina H	10/17/16 - 01/23/17	\$60.00
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Rominger, Diane R	10/17/16 - 01/23/17	\$60.00
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Wilcox, Sarah E	10/17/16 - 01/23/17	\$60.00
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MAXIMO ELEMENTARY

Collaborative planning for effective instructional strategies to address individual student learning needs

Bartlett, Carly J	10/25/16 - 05/23/17	\$540.00
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Carey, Sarah Ea	10/25/16 - 05/23/17	\$540.00
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Attachment: Dec 6 2016 FINAL HR Board Agenda (6083 : Request Approval of Personnel Recommendations)

PAYMENT TO CONTRACTED SERVICES EMPLOYEES

(Continued)

Funding Source: Federal Funds (continued)

MAXIMO ELEMENTARY (continued)

Collaborative planning for effective instructional strategies
 to address individual student learning needs (continued)

Hall, Natasha D	10/25/16 - 05/23/17	\$540.00
Przybylski, Magen M	10/25/16 - 05/23/17	\$540.00
Williams, Sharon R	10/25/16 - 05/23/17	\$540.00

MIDTOWN ACADEMY

Facilitating Connect-for-Success training sessions

Zeigler, Shonica S	08/10/16 - 05/25/17	\$750.00
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PONCE DE LEON ELEMENTARY

Facilitating professional development; ELA, mathematics,
 science, Marzano, and AVID

Hite, Rebecca J	08/01/16 - 05/25/17	\$600.00
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PRE K-12 PERFORMING ARTS

Coaching and mentoring teachers involved in the Elevate
 ARTS grant; facilitating lesson study and/or unit project
 development

Alfaro, Meghan T	08/23/16 - 12/16/16	\$580.00
Barner, Maggie A	08/23/16 - 12/16/16	\$580.00
Bruce, Wendy S	08/23/16 - 12/16/16	\$640.00
Connolly, Cheri C	08/23/16 - 12/16/16	\$580.00
Hill, Marie B	08/23/16 - 12/16/16	\$640.00
Waguespack Lovequist, Lindsay L	08/23/16 - 12/16/16	\$580.00
Richardson, Pamela A	08/23/16 - 12/16/16	\$580.00
Santangelo, Karen L	08/23/16 - 12/16/16	\$580.00
Urban, Brenda L	08/23/16 - 12/16/16	\$580.00

Preparing and facilitating STEAM training for Elevate ARTS
 PDAE grant

Athanasulis, Maria B	10/11/16 - 10/11/16	\$60.00
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PAYMENT TO CONTRACTED SERVICES EMPLOYEES

(Continued)

Funding Source: Federal Funds (continued)

PRIVATE SCHOOL ESE

Group sessions before and after school for Speech
 Language Pathologist services

Anacki, Roger S	10/03/16 - 05/19/17	\$2,465.00
Becker-Lulek, Kara B	10/24/16 - 05/19/17	\$4,420.00
Cotton, Jennifer E	10/24/16 - 05/19/17	\$3,315.00
Frommer, Michele L	10/03/16 - 05/19/17	\$2,465.00
Irizarry Figueroa, Eliany D	11/07/16 - 05/19/17	\$1,020.00
Shaffer, Nicole M	11/07/16 - 05/19/17	\$2,040.00
Stowers, Jennifer A	10/24/16 - 05/19/17	\$2,210.00

Individual sessions before and after school for Speech
 Language Pathologist services

Anacki, Roger S	10/03/16 - 05/19/17	\$1,885.00
Becker-Lulek, Kara B	10/24/16 - 05/19/17	\$845.00
Bern, Adina G	10/03/16 - 05/19/17	\$1,885.00
Irizarry Figueroa, Eliany D	11/07/16 - 05/19/17	\$3,120.00
Sciara, Phyllis M	10/03/16 - 05/19/17	\$2,610.00
Stowers, Jennifer A	10/24/16 - 05/19/17	\$2,535.00
Whittemore, Shannon L	10/03/16 - 05/19/17	\$4,225.00

STARKEY ELEMENTARY

Title I Audit Box duties and responsibilities

MicCichi, Kimberly L	08/10/16 - 05/25/17	\$800.00
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TITLE I CENTER

Participating in ongoing and sustained professional development
 aligned to the goals for struggling students

Deboer, Kristine K	11/10/16 - 06/30/17	\$300.00
Kozel, Nancy	11/10/16 - 06/30/17	\$300.00
McLay, Renee E	11/10/16 - 06/30/17	\$300.00
Ryan, Amy	11/10/16 - 06/30/17	\$300.00

PAYMENT TO CONTRACTED SERVICES EMPLOYEES

(Continued)

Funding Source: Federal Funds (continued)

TITLE I CENTER (continued)

Participating in ongoing and sustained professional development
 aligned to the goals for struggling students (continued)

Senka, Ashley M	11/10/16 - 06/30/17	\$300.00
Sovocool, Katelyn A	11/10/16 - 06/30/17	\$300.00
Wunderlich, Agatha M	11/10/16 - 06/30/17	\$300.00

WALSINGHAM ELEMENTARY

Title I Audit Box duties and responsibilities

Killian, Tamara A	08/10/16 - 05/25/17	\$1,000.00
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Funding Source: School Operating Funds

BOCA CIEGA HIGH

Assisting with Marching Band Woodwinds

Griffin, Emily	10/10/16 - 11/05/16	\$335.00
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LAKWOOD HIGH

Assisting with marching band, color guard, and concert
 bands

Roundtree, Joshua L	09/06/16 - 12/17/16	\$500.00
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OSCEOLA FUNDAMENTAL HIGH

Rehearsing with choir classes at Veterans concert

Huffman, Thomas David	11/07/16 - 11/15/16	\$240.00
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Rehearsing with soloists at music performance
 assessment

Huffman, Thomas David	10/28/16 - 10/29/16	\$420.00
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Recommendation of Superintendent on Instructional Personnel
 December 6, 2016
 2016/2017 School Year

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PAYMENT TO CONTRACTED SERVICES EMPLOYEES

(Continued)

Funding Source: School Operating Funds (Continued)

PALM HARBOR UNIVERSITY HIGH

Conditioning of softball team

Santana, Lyann	11/09/16 - 12/15/16	\$1,270.00
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Assisting with music for musical production, practices and performances

Tagliarini, David F	10/31/16 - 12/30/16	\$600.00
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SEMINOLE HIGH

Assisting with accompaniment for the choral department

Fannon, Nancy A	10/17/16 - 12/16/16	\$990.00
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ST PETERSBURG HIGH

Assisting students for debate

Avery-Wright, Joycelyn	10/10/16 - 05/25/17	\$500.00
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Assisting drama club with plays, rehearsals, and auditions

Broughton, Kiya N	10/10/16 - 05/25/17	\$440.00
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TARPON SPRINGS HIGH

Designing, implementing, and coordinating assistance with marching band drill

Helm, Zachary J	10/13/16 - 11/11/16	\$332.11
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Kloggardner, Andrew P	10/11/16 - 11/11/16	\$332.11
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APPOINTMENTS OF SUBSTITUTES

NAME	NAME
Juhasz, Maria Roberts, Amanda M	Lerma Jr, Alfonso

Attachment: Dec 6 2016 FINAL HR Board Agenda (6083 : Request Approval of Personnel Recommendations)

CO-TEACHERS OUT-OF-FIELD

The following co-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	NAME	SUBJECT
Anona Elementary	Headley, Stefanie L	Elementary Education
Marjorie Kinnan Rawlings Elementary	Schmittauer, Paul A	Elementary Education
Sawgrass Lake Elementary	Langevin, Erik T	Kindergarten
Sunset Hills Elementary	Popov, Joy T	Kindergarten

LONG-TERM SUBSTITUTE OUT-OF-FIELD

The following long-term substitute teachers are teaching one or more courses not covered by Florida teaching certificates. 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 Board to teach out-of-field.”

COST CENTER	NAME	SUBJECT
Shore Acres Elementary	Bringas, Carmen	Physical Education
Tyrone Middle	Jackson, Jacqueline Y	Emotional/Behavior Disorders

Recommendation of Superintendent on Instructional Personnel
 December 6, 2016
 2016/2017 School Year

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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	NAME	SUBJECT
Lealman Innovation Academy	Mensah, Ebony P	Middle Grades Mathematics
Palm Harbor Middle	Leonard, Michael S	Autism Spectrum Disorder
Plumb Elementary	Bottitta, Mary E	Autism Spectrum Disorder
Tyrone Middle	Constant Jr, Wilson R	Middle Grades Mathematics

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

MEMORANDUM

December 6, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Recommendation of Superintendent on Personnel – 2016/2017

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

Job Descriptions: <http://www.pcsb.org/Page/1660>

Supporting Services

Appointments	40	1-3
Part-Time Appointment	26	3-5
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Cost Center Change	1	8
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Return From Leave of Absence	4	8
Terminations		
Resignations	22	9-10
Retirements	8	10
Adjustments	2	11

- 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

Attachment: Dec 6 2016 FINAL HR Board Agenda (6083 : Request Approval of Personnel Recommendations)

RECOMMENDATION OF SUPERINTENDENT
ON SUPPORT PERSONNEL

December 6, 2016

2016/2017

APPOINTMENTS

NAME	COST CENTER	POSITION	EFFECTIVE
Alborano, Ann R	Food Services	Food Service Manager Intern	10/24/16
Allred, Katrina L	School Health Services	Licensed Practical Nurse	11/14/16
Behr, Kimberly A	Pinellas Park Elementary	ESE Associate	10/27/16
Brantley, Linda D	Campbell Park Elementary	Paraprofessional	10/31/16
Ciervo-Lange, Jennifer L	Transportation	Bus Driver	10/28/16
Coley, Tanika L	Pinellas Secondary School	Clerk Specialist II	11/09/16
Colon, Omayra	Transportation	Bus Driver	10/28/16
Constant Jr, Wilson R	Tyrone Middle	Mathematics	11/04/16
Davis, Troy T	Dunedin Elementary	Physical Education Assistant	10/26/16
Debow, Erlinita D	Gulfport Elementary	Teacher Assistant	10/31/16
DiGrigoli, Ryan M	Pinellas Park High	Plant Operator	10/31/16
Disalvo, Antonino	Dixie Hollins High	Plant Operator	10/26/16
Ditata, Sharon A	Gulf Beaches Elementary Magnet School	Physical Education Assistant	10/31/16
Doughty, Ayriana A	Meadowlawn Middle	ESE Associate	10/24/16

Attachment: Dec 6 2016 FINAL HR Board Agenda (6083 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
December 6, 2016
2016/2017 School Year

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APPOINTMENTS
(Continued)

NAME	COST CENTER	POSITION	EFFECTIVE
Eaton, Jennifer K	Ozona Elementary	ESE Associate	11/07/16
Eckley, Kyle J	Maintenance	Groundskeeper I	10/24/16
Elberson, Marrina L	Sandy Lane Elementary	ESE Associate	11/14/16
Farrell, Alyson	Garrison-Jones Elementary	ESE Associate	11/04/16
Fort, Tabree M	High Point Elementary	ESE Associate Temp	10/31/16
Gagnon, Robert J	Maintenance	Groundskeeper II Intern	10/31/16
Glaser, Karla	Highland Lakes Elementary	ESE Associate	10/25/16
Hughes, Shannon T	Gus A Stavros Institute	Technology Technician	11/07/16
Klaus, Jennifer L	Calvin Hunsinger	ESE Associate	11/08/16
Little, Mark A	Maintenance	Groundskeeper I	11/07/16
Lollis, Shianne C	Nina Harris ESE Center	ESE Associate	11/07/16
Lovett II, Christopher J	Fairmount Park Elementary	Paraprofessional	11/07/16
Maltinos, Stephen M	McMullen-Booth Elementary	Plant Operator	11/02/16
Meunier Meyers, Bralynne L	Marjorie Kinnan Rawlings Elementary	ESE Associate	10/26/16
Mitchell, Latonya L	Blanton Elementary	ESE Associate	11/03/16
Murillo, Ivy W	Dunedin Highland Middle	ESE Associate	10/24/16
Nguyen, Ngoc TT	Pinellas Park Elementary	Bilingual Assistant I	10/31/16

Attachment: Dec 6 2016 FINAL HR Board Agenda (6083 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
 December 6, 2016
 2016/2017 School Year

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APPOINTMENTS
 (Continued)

NAME	COST CENTER	POSITION	EFFECTIVE
Pollauf, Maria	Largo Middle	Library Media Assistant	11/02/16
Ramirez, Edison	Food Services	Food Service Manager Intern	10/24/16
Roberson, Sheryl D	Disston Academy	Data Management Technician	09/30/16
Salvatore, Toni R	Dunedin Elementary	ESE Associate	10/24/16
Satterfield, Russell R	Maintenance	Sheet Metal Mechanic Journeyman	11/07/16
Sloan, Scott J	Campbell Park Elementary	Paraprofessional	10/31/16
Stiver, Judy M	Curlew Creek Elementary	ESE Associate	10/24/16
Woodrum, Jayla M	Blanton Elementary	ESE Associate	10/24/16

PART-TIME APPOINTMENTS

NAME	COST CENTER	POSITION	EFFECTIVE
Anderson, Lisa N	Northeast High	Food Service Assistant	10/24/16
Burns, Candice L	Fitzgerald Middle	Food Service Assistant	11/07/16
Carswell, Keosha L	Tyrone Middle	Food Service Assistant	10/24/16
Dixon, Khatonya G	Clearwater High	Food Service Assistant	10/31/16
Frazier, Craig B	Curlew Creek Elementary	Plant Operator	11/02/16

Attachment: Dec 6 2016 FINAL HR Board Agenda (6083 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
 December 6, 2016
 2016/2017 School Year

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PART-TIME APPOINTMENTS
 (Continued)

NAME	COST CENTER	POSITION	EFFECTIVE
Hanley, Melanie E	Pinellas Technical College Clearwater	Clerical Assistant	11/02/16
Harris, Patricia A	Meadowlawn Middle	Clerical Assistant	11/02/16
Johnson, Elnora	Dunedin Elementary	Food Service Assistant	10/31/16
Jones, Markesha L	Lakewood High	Food Service Assistant	10/24/16
King, Joseph L	Sexton Elementary	Food Service Assistant	10/24/16
Martinez-Perez, Celimar	Ridgecrest Elementary	Food Service Assistant	11/07/16
McBryant M Carolyn	Azalea Middle	Food Service Assistant	10/24/16
McPhaul, Darryl J	Dunedin Elementary	Food Service Assistant	11/07/16
Morton, Dariana A	Campbell Park Elementary	Food Service Assistant	11/07/16
Pasquali, Melissa K	Safety Harbor Middle	Food Service Assistant	10/31/16
Petrecz, Kate H	Walsingham Elementary	Food Service Assistant	10/25/16
Phillips, Sashawna S	Campbell Park Elementary	Food Service Assistant	11/03/16
Sedlacek, Victoria L	Sunset Hills Elementary	ESE Associate Temp	10/26/16
Selimovic, Mersiha	Sawgrass Lake Elementary	Food Service Assistant	11/07/16
Shafer, Marjorie A	Pinellas Park Elementary	Food Service Assistant	10/24/16
Sneed, Virginia G	Curlew Creek Elementary	Food Service Assistant	10/24/16
Spann, Robert	Doug Jamerson Elementary	Plant Operator	11/01/16

Attachment: Dec 6 2016 FINAL HR Board Agenda (6083 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
 December 6, 2016
 2016/2017 School Year

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PART-TIME APPOINTMENTS
 (Continued)

NAME	COST CENTER	POSITION	EFFECTIVE
Tishuk, Christina D	Walsingham Elementary	Family and Community Liaison	10/24/16
Vega Birriel, Natasha E	Walsingham Elementary	Food Service Assistant	10/24/16
Whitaker, Ernestine M	Maximo Elementary	Family and Community Liaison	10/24/16
Williams, Sheryl S	Gibbs High	Food Service Assistant	10/24/16

SUBSTITUTE APPOINTMENTS

NAME	NAME	NAME
<u>Bus Drivers</u>		
Del Giudice, Annette L	Gould, Danielle C	Jones, Sharlyn B
Maysonet Jimenez, Luis E	Mitalovich Feranec, Victoria M	Quantrell, Sabine
Richmond, Robert D	Zuniga, Ballardo E	

Clerical

Jones, Mendy L

STATUS CHANGES

NAME	FROM COST CENTER/POSITION	TO COST CENTER/POSITION	EFFECTIVE
Boyd, Erin M	Safety Harbor Middle School Office Clerk I	Highland Lakes Elementary Secretary/Bookkeeper	11/10/16

Attachment: Dec 6 2016 FINAL HR Board Agenda (6083 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
 December 6, 2016
 2016/2017 School Year

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STATUS CHANGES
 (Continued)

NAME	FROM COST CENTER/POSITION	TO COST CENTER/POSITION	EFFECTIVE
Ely, Laura A	Thurgood Marshall Fundamental Middle School Bookkeeper I	Pinellas Technical College St Petersburg School Bookkeeper II	10/31/16

JOB CHANGES

NAME	FROM POSITION	TO POSITION	EFFECTIVE
Albano, Judith A	Assistant to Bookkeeper Intern	Assistant to Bookkeeper	10/25/16
Auger, Carmella A	Secretary III Intern	Secretary III	10/24/16
Fegley Jr, Robert E	Food Service Assistant PT	Food Service Assistant/Driver FT	10/24/16
Flick, Brittany N	Food Service Assistant PT	Food Service Assistant FT	10/31/16
Green, Colleen S	ESE Associate	Child Development Associate	10/27/16
Hanson, Jennifer V	School Bookkeeper I Intern	School Bookkeeper I	10/25/16
Harrison, Richelle L	School Bookkeeper I Intern	School Bookkeeper I	10/25/16
Highnote, Mary B	Assistant to Bookkeeper Intern	Assistant to Bookkeeper	10/25/16
Howard, Oleda K	Food Service Specialist Intern	Food Service Specialist	11/04/16
Krishart, Alyssa S	ESE Associate FT	ESE Associate PT	10/24/16

Attachment: Dec 6 2016 FINAL HR Board Agenda (6083 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
 December 6, 2016
 2016/2017 School Year

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JOB CHANGES
 (Continued)

NAME	FROM POSITION	TO POSITION	EFFECTIVE
Machado, Lisa A	ESE Associate	Assistant to Bookkeeper	10/25/16
McMillian, Shantell A	Paraprofessional	School Office Clerk I	10/24/16
Murray Biggs, David C	Plant Operator FT	Plant Operator PT	10/03/16
Newton, Dean A	Plant Operator	Night Foreman High	10/26/16
Ogles, Alyson S	Family and Community Liaison PT	Secretary II FT	10/24/16
Parnofiello, Michelle L	Food Service Assistant PT	ESE Associate FT	11/14/16
Raines, Sherry L	Food Service Specialist Intern	Food Service Specialist	11/04/16
Rowland, Rosemary A	School Bookkeeper I Intern	School Bookkeeper I	10/25/16
Sands, Patricia A	Data Management Technician	Secretary/Bookkeeper	10/31/16
Schofield, Terry L	Heavy Equipment Operator	Maintenanc Service Foreman	11/07/16
Stevens, Karen M	School Bookkeeper I Intern	School Bookkeeper I	10/25/16
Szablewski, Gerald S	School Office Clerk I	Paraprofessional	10/24/16
Wojciechowski, Jolee M	Food Service Assistant PT	Plant Operator FT	10/31/16
Zimmermann, Paul D	Plant Operator FT	Plant Operator PT	10/03/16

Attachment: Dec 6 2016 FINAL HR Board Agenda (6083 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
 December 6, 2016
 2016/2017 School Year

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COST CENTER CHANGE

NAME	FROM COST CENTER	TO COST CENTER	EFFECTIVE
Gainer, Devin A	Midtown Academy	Calvin Hunsinger	11/07/16

LEAVES OF ABSENCE

NAME	COST CENTER	POSITION	EFFECTIVE
France, Ruth A	Ridgecrest Elementary	Child Development Associate	10/12/16
Goss, Janice S	Kings Highway Elementary Magnet School	Food Service Manager I	10/24/16
Graetz, Robert E	Clearwater High	Food Service Manager IV	10/19/16
Humphries, Evelyn M	Fairmount Park Elementary	ESE Associate	10/25/16
James, Cynthia J	Bayside High	School Office Clerk I	10/27/16
Quinones, Loyda I	School Health Services	Certified Nursing Assistant	10/03/16

RETURN FROM LEAVE OF ABSENCE

NAME	COST CENTER	POSITION	EFFECTIVE
MacDonald, Jessica D	Tarpon Springs Elementary	Child Development Associate	11/01/16
McDonald, Esterina A	Tyrone Middle	School Office Clerk I	10/24/16
Metcalf, Virginia L	Azalea Elementary	Physical Education Assistant	10/31/16
Scott, Lynda A	Fairmount Park Elementary	Teacher Assistant	10/26/16

Attachment: Dec 6 2016 FINAL HR Board Agenda (6083 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
 December 6, 2016
 2016/2017 School Year

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TERMINATIONS

NAME	COST CENTER	EFFECTIVE
<u>Resignations</u>		
Cunningham, Jeremy J	Midtown Academy	11/04/16
Davis, Dondre M	Transportation	10/31/16
Duncan, Shane M	Clearwater High	11/01/16
Fagley, Margaret A	Walsingham Elementary	10/26/16
Ford, Mykel CJ	Tarpon Springs Middle	10/14/16
Henderson, Serena I	Food Services	10/31/16
Henry, Steven P	Largo High	10/31/16
Holdsworth, Anne J	Ozona Elementary	10/21/16
Kilroy, Mikken P	Oakhurst Elementary	10/28/16
Lehmkuhl, Carolyn	Transportation	11/10/16
Mehling, Melissa N	Sawgrass Lake Elementary	10/26/16
Moon, Richard A	East Lake High	10/26/16
Murphy-Boyes, Melissa E	Countryside High	11/04/16
Napolitano, Karen	San Jose Elementary	10/31/16
Patterson, Dion L	East Lake High	10/03/16
Plunk, Linda C	Communication Disorders	10/27/16
Rhodes, Lisa K	Lake St George Elementary	10/27/16

Attachment: Dec 6 2016 FINAL HR Board Agenda (6083 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
 December 6, 2016
 2016/2017 School Year

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TERMINATIONS
 (Continued)

NAME	COST CENTER	EFFECTIVE
<u>Resignations</u> (Continued)		
Simmons, Shaedreunia L	Disston Academy	10/14/16
Tash, Barbara A	Sandy Lane Elementary	11/01/16
Torney, Jillian L	Lynch Elementary	11/08/16
Veasey, Etric-Tyler WB	Safety Harbor Elementary	11/03/16
Wilsman, Gail H	Fairmount Park Elementary	10/26/16
<u>Retirements</u>		
Edwards, Brenda K	Educational Alternative Services	10/31/16
Holmes, Katie M	Transportation	10/31/16
Irwin, Carol J	Pinellas Technical College St Petersburg	10/27/16
McFall, Charles L	Largo High	10/31/16
Newsom, Delcida M	Clearwater High	10/26/16
Schaper, Charles R	Transportation	11/18/16
Solano, Edgar A	Transportation	11/01/16
Wenson, Diane G	Psychological Services	12/01/16

Attachment: Dec 6 2016 FINAL HR Board Agenda (6083 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
 December 6, 2016
 2016/2017 School Year

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ADJUSTMENTS

NAME	COST CENTER	ADJUSTMENT
McMillian, Shantell A	Pre K-12 World Languages	Adjustment to the October 11, 2016, Board Agenda, Set B: Terminations - Resignation; change effective date from 09/14/16 to 09/06/16.
Mellon, Megan A	Ponce de Leon Elementary	Adjustment to the August, 23 2016, Board Agenda, Set B: Terminations - Resignation; change effective date from 06/08/16 to 06/27/16.

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

Attachment: Dec 6 2016 FINAL HR Board Agenda (6083 : Request Approval of Personnel Recommendations)

ADOPTED

REQUEST FOR APPROVAL (ID # 6085)

December 6, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of the Administrative Appointment of the Assistant Principal, Tyrone Middle School

BACKGROUND:

The Assistant Principal, Tyrone Middle School position is available due to a change in assignment of Jayme Joslyn effective November 7, 2016. This position was advertised for one week and seventeen applicants applied for the position. Superintendent's staff interviewed two applicants on November 29, 2016.

STRATEGIC DIRECTION: Effective and Efficient Use of Resources

RECOMMENDATION:

Recommend the School Board approve the appointment of Danielle R. Williams, Instructional Staff Developer, Middle School Science to Assistant Principal, Tyrone Middle School effective December 7, 2016. Salary and benefits shall be paid consistent with the district's compensation schedule for administrators.

RATIONALE:

Danielle Williams began her employment with Pinellas County Schools in 2011. She has served as an Exceptional Student Education Classroom Teacher at Boca Ciega High School (2011-2012) and Azalea Middle School (2012-2015), and currently serves as an Instructional Staff Developer - Middle School Science (2015 to present).

Ms. Williams earned a bachelor's degree in Education from Ohio University and a master's degree in Educational Leadership from the University of South Florida.

DATA SOURCE:

Patricia Wright, Area Superintendent, Area 4

SUBMITTED BY:

Paula Texel, Assistant Superintendent, Human Resources Services

ADOPTED

REQUEST FOR APPROVAL (ID # 6087)

December 6, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY
 FROM: MICHAEL A. GREGO, Ed.D., SUPERINTENDENT
 SUBJECT: Request Approval of the Appointment of the Applications Administrator

BACKGROUND:

The Applications Administrator position is available due to the retirement of William Frappier effective January 31, 2017. This position was advertised for one week and twelve applicants applied for the position. Superintendent's staff interviewed two applicants on November 29, 2016.

STRATEGIC DIRECTION: Effective and Efficient Use of Resources

RECOMMENDATION:

Recommend the School Board approve the appointment of Suzanne A. Garces, Senior Application Specialist to Applications Administrator effective February 1, 2017. Salary and benefits shall be paid consistent with the district's compensation schedule for administrators.

RATIONALE:

Suzanne Garces began her employment with Pinellas County Schools in 2000. She has served as a Programmer (2000-2008) and currently serves as a Senior Application Specialist (2008 to present).

Ms. Garces earned a bachelor's degree in Computer Information Services and a master's degree in Business Administration from Florida Metropolitan College.

DATA SOURCE:

Thomas Lechner, Assistant Superintendent, Technology and Information Systems

SUBMITTED BY:

Paula Texel, Assistant Superintendent, Human Resources Services

ADOPTED

REQUEST FOR APPROVAL (ID # 6086)

December 6, 2016

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. Andrea Paula Herring, Bus Driver, Employed with the Transportation Department

BACKGROUND:

Ms. Herring used a cellular telephone while driving a Pinellas County school bus with students on board.

STRATEGIC DIRECTION: Learning in a Safe Environment

ALTERNATIVES:

1. Accept the Superintendent's recommendation to dismiss Ms. Herring effective the close of business on December 6, 2016.
2. If an administrative hearing is requested, suspend Ms. Herring without pay effective December 7, 2016, 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.

RECOMMENDATIONS:

Alternative No. 1 is recommended.

RATIONALE:

On September 21, 2016, at approximately 2:45 p.m., Ms. Herring was observed using her cell phone while driving a Pinellas County School Bus with students on board. After leaving school property, Ms. Herring picked up her cell phone and began scrolling on the screen. She then turned right on to a four lane highway while holding the phone in one hand and steering the bus with the other hand. While driving on this four lane highway she resumed using the cell phone, continually taking her eyes off the road in order to glance down at the screen and at times taking both hands off the wheel while scrolling through the screens on the cell phone.

The recommendation to dismiss Ms. Andrea Herring is based on the fact that she violated Pinellas County School Board Policies 4140 A (9a), "Failure to perform the duties of the position," 4140 A (22), "Misconduct or misconduct in office" and 4140 A (24), "Failure to comply with board policy, State law, or appropriate contractual agreement."

EMPLOYMENT HISTORY:

09/04/03 Bus Driver Substitute, Transportation Department
07/26/04 Bus Driver, Transportation Department

EVALUATIONS:

Ms. Herring's performance appraisals contain the following:

01/26/06 Needs Improvement: Punctuality and Judgment
 02/06/07 Needs Improvement: Punctuality
 02/13/08 Needs Improvement: Punctuality
 01/22/09 Needs Improvement: Punctuality
 01/29/10 Needs Improvement: Judgment
 01/18/11 Needs Improvement: Judgment
 02/12/13 Needs Improvement: Judgment

DISCIPLINE:

12/15/09 Reprimand, Committing or conviction of a criminal act - Misdemeanor
 09/21/10 Reprimand, Failure to comply with board policy, State law or contractual agreement
 01/20/11 Reprimand, Failure to comply with board policy, State law or contractual agreement and Misconduct
 04/17/15 Caution, Safe Driver Plan
 12/07/15 Suspended three (3) days without pay, Safe Driver Plan and Failure to comply with board policy, State law or contractual agreement

EMPLOYEE STATEMENT:

Ms. Herring stated that she knew the rule but sometimes forgets. She stated that since her first incident with the cell phone she had never been offered the opportunity to go back for training for her bad habits.

CONCLUSION:

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

FINANCIAL IMPACT:

Ms. Herring's annual salary is \$22,763.52.

DATA SOURCE:

Becky Eggers, Administrator, Office of Professional Standards
 Richard McBride, Director, Transportation Department

SUBMITTED BY:

Laurie Dart, Staff Attorney - reviewed as to form

ATTACHMENTS:

- Herring Andrea P charge letter dismissal (PDF)



Vision:
100% Student Success

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

November 15, 2016

**HAND DELIVERED AND
CERTIFIED AND REGULAR MAIL**

Ms. Andrea Paula Herring
2770 Roosevelt Blvd., Apt. 1601
Clearwater, Florida 33760

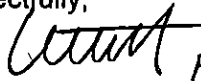
Dear Ms. Herring:

This is to advise you that at the regularly scheduled Pinellas County School Board meeting on December 6, 2016, I shall recommend the termination of your employment. The board will meet at 10:00 a.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 December 6, 2016, 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 December 6, 2016.

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 David Koperski, School Board Attorney, no later than Monday, December 5, 2016, 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. Laurie Dart, Staff Attorney at 588-6221.

Respectfully,

 FOR MICHAEL GREGO

Michael A. Grego, Ed.D.
Superintendent

cc: Laurie Dart – Staff Attorney
Clint Herbic – Associate Superintendent, Operational Services
Richard McBride – Director, Transportation Department
Carol Norton – Director, Human Resources Department
Suzan Hartman – Risk Management
Mickey Converse – Payroll Department
Personnel/Invest File

Signature / Date

ADMINISTRATION BUILDING

301 Fourth St. SW
P.O. Box 294
Largo, FL 33779-294
Ph. (727) 588-600

SCHOOL BOARD (PINELLAS COUNTY, FLORIDA)

Chairperson
Peggy L. O' She

Vice Chairperson
Terry Krassne

Janet R. Clar
Carol J. Coe
Rene Flower
Linda S. Lerne
Dr. Ken Pelus

Superintendent
Michael A. Grego, Ed.D.

Attachment: Herring Andrea P charge letter dismissal (6086 : Request Approval of the Recommendation to Dismiss Ms. Andrea Paula Herring,

ADOPTED

REQUEST FOR APPROVAL (ID # 6082)

December 6, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval to Reappoint Aon Hewitt as Employee Benefits Broker and Consultant January 1, 2017 Through December 31, 2020

BACKGROUND:

On September 14, 2012, the purchasing department issued the Request for Proposal No 13-946-047 for Employee Benefits Broker and Consultant. The RFP was received by 66 vendors and reviewed by 24. The Board received seven responsive proposals - Aon Hewitt, Gallagher, Mercer, Milliman, Robinson Bush, USI, and Willis.

The District's Evaluation Committee reviewed the proposals, heard oral presentations from three finalists, and unanimously ranked Aon Hewitt first. On January 13, 2013, the Board approved the current four-year agreement with Aon Hewitt. This request is for an extension of that agreement.

Aon Hewitt is a valued business partner of Pinellas County Schools. They represent the Board with our insurance carriers and have been an integral part of our move to a self-insured health plan. In addition, they have introduced the Board to a variety of health plan tools such as Health Care Bluebook, designed to help employees make informed decisions; provide greater access to care; and control healthcare costs.

STRATEGIC DIRECTION: Effective and Efficient Use of Resources

ALTERNATIVES:

1. Approve the four-year service agreement extension with Aon Hewitt.
2. Do not approve the four-year service agreement extension with Aon Hewitt.

RECOMMENDATIONS:

Alternative No. 1 is recommended.

RATIONALE:

Aon Hewitt is the largest insurance broker and benefits consultant in the world. They have effectively served the district for over 20 years and have the experience and local presence to successfully market, negotiate, and manage the district's comprehensive health and benefits program. Aon Hewitt has a positive working relationship with district staff and enjoys the confidence and support of the district's bargaining teams.

Employee benefits are very complex and technical in nature with many federal and state regulatory requirements. Aon Hewitt has the expertise and resources to offer actuarial services, Government Accounting Standards Board (GASB) reporting, legal and compliance services, and benefits communication assistance required by large employers such as Pinellas County

Schools. In addition to our district, they represent and provide benefit consulting services for Hillsborough, Escambia, Manatee, Miami-Dade, Volusia, and Sarasota school districts.

Aon Hewitt provides valuable services with our self-insured health plan including actuarial services, claims analysis and reporting, Florida Statute 112.08 filing and compliance with the Affordable Care Act and other regulations governing health plans. Their expertise and resources help ensure that our health plan functions as designed and within budgetary limits.

Aon Hewitt's marketplace presence enables them to present innovative and proven strategies to enhance our health plan, control healthcare costs and improve employee health and well-being. Aon Hewitt, through its national and local offices, is able to negotiate cost effective benefit plan renewals, resolve claim issues, and comply with federal and state regulations governing employee benefit plans.

Over the last few years Aon has successfully accomplished the following:

- 2016 - Negotiated an agreement with HealthCare Blue Book, a highly-effective transparency tool.
- 2015 - Facilitated the transition from a fully-insured to a self-insured health plan effective January 1 2016; provided HIPAA training for staff; and conducted RFP for hospital indemnity plan (HIP) and Employee Assistance Plan.
- 2014 and 2015 - Provided guidance and support in complying with the Affordable Care Act, including legal advice to support our issuing of 1095 forms as required by the IRS.
- 2013 - Medical, Dental and Vision RFP conducted. Health insurance premium was reduced to \$110M for a savings of \$17.3M. Dental insurance was renewed for zero (0) percent for 2013 and 2014 providing a savings to employees. Vision insurance premium increase was reduced from \$734,000 to \$517,000 for a savings of \$217,000.
- 2012 - Humana renewal of 8.93 percent was reduced to 8.28 percent, prior to any plan changes, resulting in a savings of \$800,000.

2012 - Negotiated a Risk Share Agreement with Humana which enabled the Board to share in savings if claims experience is better than expected.

FINANCIAL IMPACT:

The consulting and communication fees are \$580,000 annually, an increase of \$15,000 from the previous agreement. Cost for these services will be paid through a combination of commissions earned on voluntary benefit plans and through direct payment. There will be no commissions earned on health, vision, EAP, and board-paid life insurance plans. Should any excess commissions be earned by Aon Hewitt in a calendar year, it will be carried over to the subsequent year to support the district's benefit and wellness programs.

DATA SOURCES:

David Koperski, School Board Attorney

Kevin Smith, CPA, Associate Superintendent, Finance and Business Services

Request for Approval (ID # 6082)

Meeting of December 6, 2016

April Paul, Director, Risk Management and Insurance
Aon Hewitt

SUBMITTED BY:

Paula Texel, Assistant Superintendent, Human Resources Services

ATTACHMENTS:

- Aon Contract (PDF)

AGREEMENT BETWEEN
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
AND
AON CONSULTING, INC.

This Agreement is made this ____ day of, _____ 2016, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter referred to as the "Board" or "District" or "Client") and AON CONSULTING, INC., a New Jersey corporation, authorized to do business in the State of Florida, with offices located at 7650 W. Courtney Campbell Causeway, Suite 1000, Tampa, Florida 33607 (hereinafter referred to as the "Consultant" or "Aon Hewitt"), to provide professional consulting services to the Board.

1. TERM OF AGREEMENT AND CANCELLATION. This Agreement shall govern services rendered since and thereafter January 1, 2017, through December 31, 2020, when the terms of this Agreement shall end. This Agreement may be cancelled by the Board with or without cause, upon ninety (90) days written notice. The Consultant acknowledges that should the Board elect to change consultants, the Consultant is obligated beyond the term of this Agreement to continue to act as the Agent of Record and represent the Board until policies placed by the Consultant expire on December 31 of the year in which the Consultant is changed by the Board, or to a date agreed to by both parties.

2. SERVICES. Services to be Provided: The Consultant's services pursuant to this Agreement shall include, but not necessarily be limited to the following and those detailed in Exhibit B attached hereto and made a part hereof:

A. Broker & Consulting Services.

- (1) At the Board's request, prepare bid specifications and solicit proposals from insurance carriers that specialize in group health and welfare plans. Evaluate bids and bidders, including administration coverage, claim payment procedures, customer service, networks, reserve establishment policies and financial stability. Summarize and report results to the Board's Risk Management Department and District Bargaining Committees.
- (2) Assist the District in administering all group insurance plans (active and retirees), responding to questions from and providing information to staff, and providing other consulting services during the course of the plan year.
- (3) Assist the District in complying with federal, state and local laws and regulations related to employee benefits, COBRA, HIPAA, FMLA as it relates to benefit administration, GASB reporting (Year 2017 only), Section 125, Medicare Part D, Health Care Reform legislation (PPACA), and other benefit related issues as necessary.

- (4) Review claims experience, claims services, and claims administration, including benefit technology solutions, to ensure maximum benefit to the District.
- (5) Determine and recommend the most economical funding methods for the benefit programs and strike a balance between cost and comprehensiveness of the programs.
- (6) Facilitate all benefit renewal negotiations with providers on all issues including premiums, benefit levels, plan design, and special terms and conditions. Assist in contract development and documentation.
- (7) Meet and provide reports to the District's Risk Management Department, Superintendent and various committees responsible for employee benefits. Meet with District staff as needed, assist with employee meetings, including focus groups, annual enrollment, and additional implementation meetings if necessary.
- (8) Research any new developments in the law and employee benefit programs on an ongoing basis and submit summaries to the Board for review and discussion.
- (9) Analyze claims and demographic data and review and benchmark Board benefit programs against national, local and school district data. Present analysis to District staff as requested.
- (10) Identify opportunities to better manage health care costs, including but not limited to disease management, risk assessment, wellness initiatives, healthcare clinics, carve out programs and other methods to contain costs without compromising service.
- (11) Provide two seconded employees to assist with the District wellness initiative, to serve as a liaison between the broker, insurance carriers and the District, and to service benefit plans as needed. Services to be paid for via fee as set forth in Section 3. The terms and conditions of the secondment are set forth in Exhibit B.
- (12) Review all plan documents for accuracy and compliance with appropriate laws and regulations and file plan documents as required.
- (13) Negotiate claims and customer services issues with carriers on behalf of the District.

- (14) Provide actuarial services including the completion of annual budget projections, including for the self-funded medical plan; monthly Executive Medical Report to monitor the medical plan performance; set fully insured equivalent rates; determine impact of benefit changes; complete IBNR analysis; 112.08 calculation and filing; calculate PPACA fees including the Transitional Reinsurance Fee and PCORI fees; and complete Medicare D attestation.
- (15) Provide an Annual Stewardship Report and meet with Risk Management Team, Superintendent and various other committees.

B. Benefits Communication

- (1) Design and implement a sophisticated multi-channel annual communication strategy that:
 - a. Educates employees and retirees about the District's benefit programs;
 - b. Enhances employee appreciation and understanding of their benefits;
 - c. Encourages appropriate decision making when an employee enrolls (as a new hire and each year during open enrollment); and
 - d. Engages employees in the District's wellness initiatives.
- (2) Utilize a strategy incorporating multiple communication channels including print, multi-media, and electronic (web, social media, interactive files, etc.) and includes the following award-winning materials:
 - a. Prepare the District's employee BENEFlex Guide: 100-page comprehensive guide that offers detailed benefit information, delivered as an interactive PDF file and posted online by the District.
 - b. Prepare the Annual Enrollment newsletters and posters for employees;
 - c. Prepare retiree materials: Retiree BENEFlex guide for new retirees including the preparation of retiree kits and the Annual Enrollment newsletter;
 - d. Manage printing, fulfillment and delivery of employee materials to all District work sites and mailing the retiree Annual Enrollment newsletter;
 - e. Materials will be delivered by mutually agreed upon due date for timely distribution to client.
 - f. Up to 3 separate benefit related communication pieces per calendar year, including but not limited to new hire enrollment, retirement planning, pharmacy benefits, new benefit plan designs.

C. Benefits Plan Management

- (1) Assist with billing issues and other vendor problems.

- (2) Troubleshoot problem claims issues.
- (3) Coordinate with vendors to resolve issues on delivery, enrollment and other contract issues.
- (4) Negotiate/re-negotiate performance standards for carriers/suppliers annually, if applicable.
- (5) Prepare an annual stewardship report and performance review.
- (6) Aon Hewitt may subcontract with other vendors to evaluate and assist with elective benefit offers and face-to-face wellness education/enrollment meetings if necessary.
- (7) Conduct meetings as needed with carriers/suppliers to identify issues/problems and monitor performance of service and claims.

D. Compliance and Regulatory Support

- (1) Send bulletins on hot topics and legislative issues. National Aon Hewitt vendor liaisons to leverage Aon Hewitt's scale and facilitate key service and account management issues.
- (2) Benefits consulting team will have access to an Employee Benefits legal consultant to assist in answering compliance questions.
- (3) Upon request, provide additional information to assist in client's fulfillment of fiduciary duties.
- (4) Provide assistance in preparation of Section 125 Plan Document as needed.
- (5) Provide consulting to ensure compliance with Healthcare Reform and PPACA.

E. RFP Services

- (1) Prepare bid specifications and solicit proposals from insurance carriers that specialize in group insurance plans. Evaluate both the bids and bidders, including administration coverage, claim payment procedures, customer service, networks, reserve establishment policies and financial stability. Summarize and report all results to the Board's Risk Management Department and District Bargaining Committees.

F. Health Exchanges

- (1) Evaluate the viability of exchanges as it relates to Pinellas County Schools.

G. Data Analytics

- (1) Design 180
 - a. Implementation of a data analytic and reporting system
 - b. Reporting on medical, pharmacy, and medical conditions. To assist with strategic health and wellness plan.

H. Life Insurance and Assurant Disability Program Management

- (1) Consultant will provide support in the day-to-day management of disability vendor and resolve administrative issues; assist with claims and billing issues as requested, and conduct periodic meetings as necessary.
- (2) As directed by Board staff, Consultant will negotiate insurance vendor contracts, services and renewals with vendor, including meeting directly with insurance company underwriters.
- (3) Consultant will review contracts with providers for accuracy in rates, benefits, eligibility, and coverage definitions.
- (4) Consultant will assist with managing life and disability programs.
- (5) Consultant will review carrier service levels and compare performance guarantees; resolve problems regarding vendors' services and performance.
- (6) Consultant will provide day-to-day consultation on plan interpretation and problem resolution, including attendance at periodic meetings to facilitate and assist in the management of the Board's Disability Insurance Program.
- (7) Consultant will provide customer service and assistance with issues involving provider billing, advocacy for services, disputes, interpretation of services, etc.

3. COMPENSATION. Payment for Services and Fees: The annual Consultant's compensation for each year of this Agreement (January 1, 2017 – December 31, 2020) shall be paid for services as follows:

- A. Consulting and Communication Services: \$580,000 total paid through Commissions and Fees as follows:

- (1) Broker/Consulting Services described in Section 2:
 - a. Commissions:
 - i. 2017 -2020 - \$450,000 per year
 - b. Fee for services described in Exhibit B:
 - i. \$130,000 total direct payment – disbursed at the end of each quarter during years 2017 – 2020.
 - (2) Benefits Communication paid through Commission referenced in 3.A.(1)a.: \$100,000
- B. Payment for Services. Board will be responsible for direct payment of fees and costs for printing and distribution of Annual Enrollment materials (Guides and Videos) via separate invoicing. As Broker of Record, Consultant will receive commissions from select voluntary plans; however, commissions will not be received from the Board medical, vision, and Board life/AD&D plans and MetLife Dental plans. The proposed commission structure as provided to Consultant by the Board's insurers is shown on the table below:

Line of Coverage	Commission Level %
Medical Program – Humana	None
Employee Assistant Program – Corporate Care Works	None
Group Dental Humana CompBenefits	5.0% - 2017 3.0% -2018-2020
MetLife	None
Long-term Disability	10.0%
Short-term Disability/Hospital Income Protection – Assurant*	10.0%
Group Life/AD&D – Prudential	
Basic Life/AD&D	None
Voluntary Life/AD&D	5.0%
Vision – EyeMed	None
Statutory Policy AD&D – Hartford	5.0%
Long Term Care – Metropolitan	10.0%
Auto/Home – Metropolitan	4.0%
Legal – Metropolitan (10% on 1 st \$500,000)	2.0%
Pet Insurance – Metropolitan	None

*Aon Hewitt will receive additional compensation from Assurant for performing the services detailed in Section H above.

Assuming no change to the commission levels shown, should Aon Hewitt's Broker/Consulting commissions increase 10% or more above \$480,000 per year compensation will be reviewed and agreed upon between Aon Hewitt and Board's administrative leadership.

C. Adjustments/Conditions.

- (1) Consultant shall provide the Board with an updated commission disclosure annually prior to binding of insurance programs. In the event the commission level change, as reference above, such change shall be subject to Board's approval.
- (2) Consultant will receive commissions and fees as disclosed above and agreed to in writing by the Board. Where permitted by applicable law, these commissions and fees will be used for the purpose of delivering services to the Board's Employee Benefit Program. Consultant will be responsible for the delivery of services described in this Agreement.
- (3) Consultant will provide an annual reconciliation of the services provided and the commissions and fees received. Each year, a project plan will be developed to determine how allocation of commissions will be utilized. If commissions received are greater than the specified in this Agreement, the

parties will mutually agree on other permissible services to be provided to Board's wellness and benefit programs in order to offset these amounts. Commissions must be used to offset permissible services provided in the year during which they are received.

- (4) Compensation may be adjusted pursuant to mutual written agreement of the parties to account for additional services rendered as a result of unforeseen events. We would work within a separate proposal, fee estimate and Letter of Engagement. Such services will be billed on a time and material basis monthly.
- (5) Consultant shall accept from insurers only permissible forms of compensation, which do not include contingent commissions. If Consultant's policy on contingent compensation changes, it will notify Board at that time.
- (6) Consultant will use its best efforts to negotiate placements for insurance programs on a net of (without) commission basis; however, it is not always possible or advisable to do so. In cases where a commission is paid to Consultant, Consultant shall credit the commission against its fees, when not prohibited by applicable law. Consultant shall advise the Board of all such commissions in writing prior to binding. If Consultant is required, for any reason, to return any commissions that were credited against the fee, the Board agrees to reimburse Consultant for this amount.
- (7) Consultant will disclose to the Board all marketing quotes, including any applicable commission rates, received prior to binding any coverage for insurance programs. The Board will also be provided, prior to binding, with an accounting of any amounts to be paid to Consultant, Consultant affiliates, and/or non-Consultant intermediaries if available, in connection with the coverages placed for the Board's insurance programs, including any fees, if applicable, paid to Consultant for services it provides to third parties. In addition, Consultant will annually provide the Board with a summary of all Consultant revenue applicable to insurance programs.
- (8) In some instances, insurance placements made by Consultant may require the payment of state surplus lines or other premium taxes and/or fees in addition to the premium itself. Consultant will make every effort to identify any of these taxes and/or fees in advance, but in all instances the payment of these taxes and/or fees will remain the Board's responsibility. Consultant will invoice the Board for the amount of these taxes and fees.
- (9) Most Aon Hewitt placements are made with insurers that are rated "Excellent" by the professional rating agencies; however, Aon Hewitt does not guarantee the solvency of any insurer. The decision to accept or reject an insurer will be made solely by the Board and/or the Board's administrative leadership. Aon Hewitt and/or its affiliates may from time

to time maintain contractual relationships with the insurers that are recommended as potential markets, or with whom coverage may ultimately be placed. Further details concerning Aon Hewitt's relationship with insurance carriers can be found at <http://www.aon.com/about-aon/corporate-governance/guidelines-policies/market-relationship.jsp>.

4. NON-ASSIGNMENT. There shall be no assignment of this Agreement or compensation derived there from by the Consultant without the prior written consent of the Board, except a party may assign its rights and obligations to an affiliate entity of the assigning party.
5. NON-WAIVER. No delay by either party in enforcing any covenant or right hereunder shall be deemed a waiver of such covenant or right, and no waiver of any particular provision hereof shall be deemed as waiver of any other provision or a continuing waiver or such particular provision, and except as so expressly waived, all provisions hereof shall continue in full force and effect.
6. GOVERNING STATE LAW/SEVERABILITY/VENUE. The rights, obligations and remedies of the parties as specified under this Agreement shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. The parties agree that with respect to litigation, which shall result from this Agreement, venue shall lie in Pinellas County, Florida, if a state court action, and in the U.S. District Court for the Middle District of Florida, if a federal court action and the prevailing party shall be entitled to attorney's fees and court costs.
7. INDEMNIFICATION. Subject to the limitations of liability detailed in Section 8 of Exhibit A, the Consultant hereby agrees to hold harmless, indemnify, and defend the Board, its agents, employees and elected officials free and harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatever kind or nature whether arising during or after completion of the work hereunder and in any manner caused, occasioned or contributed to by any malpractice, negligent act, omission or fault of Consultant or anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this contract, unless due to Board's negligence. Indemnification for acts and omissions occurring during the term of this Agreement shall survive the term of the Agreement whether such term expires by passage of time or is terminated. In no event will either party be liable to the other party for incidental, consequential, special, or punitive damages (including loss of profits, data, business or goodwill, or government fines, penalties, taxes, or filing fees), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise, and even if advised of the likelihood of such damages.

8. INSURANCE. The Consultant must carry general liability insurance, which shall include errors and omissions coverage. The amount of coverage shall be a minimum of \$1,000,000. The Consultant shall add the Board as an additional insured on the general liability coverage. The insurance shall cover all of the Consultant's services under this Agreement and shall be effective throughout the term of this Agreement, as well as any renewals or extensions thereto. The Consultant must submit a Certificate of Insurance indicating the required coverage and shall present the same to the Board upon execution of this Agreement. Any and all insurance policies shall be through insurers qualified to do business in Florida.
9. MISCELLANEOUS.
- A. Consultant agrees that all books, records, lists of names, journals, ledgers and other recorded information developed specifically in connection with the administration of the Board shall always be and remain the property of the Board. Subject to Section 119.07, F.S., and other applicable law, Consultant agrees to keep all such material confidential and not to reproduce, disclose or disseminate the material or the information contained therein to third parties without the prior written consent of the Board. Upon termination of this Agreement for any reason, Consultant shall immediately return all such material and any copies thereof, to the Board.
- B. Consultant may engage subcontractors to perform certain of the services under this Agreement provided Consultant obtains the prior approval of the Board, through the Superintendent or designee, which approval shall not be unreasonably withheld. Consultant shall remain liable to the Board for all services provided by subcontractors.
- C. The Board shall report and communicate in writing to Consultant changes in exposures, loss-related data and other material change during the course of this Agreement.
- D. Consultant and/or its affiliates may from time to time maintain contractual relationships with the insurers that are recommended as potential markets, or with whom Board coverage may ultimately be placed. All such relationships shall be fully disclosed in advance in writing to the Board.
- E. The services and work product provided by Aon Hewitt hereunder are provided for the Board's exclusive use, to be used solely for The Board's internal business purposes; they are not intended to be used or relied upon by third parties.

- F. Section 119.0701, Florida Statutes, requires that the Contractor comply with Florida's public records laws with respect to services performed on behalf of the School Board. Specifically, the statute requires that the Contractor:
- a. Keep and maintain public records required by the public agency to perform the service.
 - b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
 - d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
 - e. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
 - f. The failure of the contractor to comply with these provisions, if applicable shall constitute a default and material breach of this agreement, which may result in immediate termination, with no penalty to the School Board and may also result in penalties under Section 119.10, Florida Statute.
 - g. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, HOLLY MANNING, SUPERVISOR OF RECORDS MANAGEMENT AT 727-793-2701,

Exhibit A: General Terms and Conditions

1. Fees and Expenses

- (a) Fees for Services shall be charged in accordance with the appropriate Schedules or with another mutually agreeable writing detailing the Services or, if no Schedule or other writing applies, fees will be determined on a time and materials basis in accordance with Aon Hewitt's standard billing rates and the value of our services based on our time, complexity, and the level of skill and urgency required. Such fees will be mutually agreed upon in advance of services provided.
- (b) Fees and expenses are due and payable within forty-five days of the invoice date. See Section 28.74(2) F.S. Client will promptly notify Aon Hewitt of any questions regarding invoices so that Aon Hewitt can expect timely payment. At nine percent (9%) per year will accrue after the invoice due date until payment is received. A late charge of the lesser of (i) 1.5% or (ii) the highest rate allowable by law, in each case compounded monthly to the extent allowable by law.

2. Additional Services and/or Change in Services

Client may, at any time, request additions and/or changes to the Services. Such additions and/or changes, including any fees or fee adjustments related to such additions and/or changes, shall be confirmed between the parties and may be documented with a Schedule, an amended Schedule, or other mutually agreeable writing.

3. Term and Termination

- (a) This Agreement shall commence on the Effective Date set forth above and shall continue until terminated by either party as provided in Section 3(b) or Section 3(c). For purposes of this Agreement, "Year" means the twelve (12) month period commencing on the Effective Date set forth above and each anniversary thereafter. Services under a particular Schedule shall commence as of the date indicated on the Schedule and shall continue for the period stated in such Schedule or until terminated by either party as provided in Section 3(b) or Section 3(c).
- (b) Either party may terminate this Agreement, or any Schedule or Service (or any part thereof), for convenience at any time upon ninety (90) days prior written notice to the other party.
- (c) Either party may terminate this Agreement, or any Schedule or Service (or any part thereof), for cause upon thirty (30) days prior written notice to the other party, provided that such other party shall have the opportunity to cure any breach within such thirty (30) days.
- (d) Upon the effective date of termination, Client will pay Aon Hewitt for all fees and expenses due hereunder in connection with the terminated Services through the effective date of termination including any unpaid Service implementation fees or expenses and any mutually agreed upon transition assistance extending beyond such termination.
- (e) Completion or termination of any Schedule or Service under this Agreement shall not constitute termination of this Agreement, it being the intent of both parties to leave this Agreement in effect until terminated as specified herein. Each Schedule shall terminate

upon the earlier of its termination date or the termination date of this Agreement, provided however, if the term of a Schedule extends beyond the termination date of this Agreement, the applicable terms of this Agreement shall extend automatically for such Schedule until such Schedule's termination or expiration date.

4. Delays

Neither party will be in breach of this Agreement or any Schedule as a result of, nor will either party be liable to the other party for, liabilities, damages, or other losses arising out of delays in performance caused by acts of God, government authority, strike or labor disputes, fires or other loss of facilities, breaches of contract by suppliers or others, telephone system, or Internet service provider or other utility outages, equipment malfunctions, computer downtime, and similar occurrences outside the control of the party as long as such party is diligently attempting to correct the cause of the delay. During any such delay in performance, the delayed party will implement reasonable work-around plans, computer system disaster recovery, alternate sources, or other commercially reasonable means to facilitate the performance of its obligations under this Agreement until the delay has ended or failure has been corrected.

5. Ownership and Control of Data and Work Product

- (a) Aon Hewitt has created, acquired or otherwise has rights in, and may, in connection with the performance of Services hereunder, employ, provide, modify, create, acquire or otherwise obtain rights in, various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques (including, without limitation, function, process, system and data models); templates; software systems, user interfaces and screen designs; general purpose consulting and software tools; websites; benefit administration systems; and data, documentation, and proprietary information and processes ("Aon Hewitt Information").
- (b) All right, title and interest in and to any data, information and other materials furnished to Aon Hewitt by Client hereunder ("Client Information") are and shall remain Client's sole and exclusive property. Client grants to Aon Hewitt a license to use such Client Information to provide the Services. Except as provided below, upon full and final payment to Aon Hewitt hereunder, any Aon Hewitt work product which the parties expressly agree is created solely and exclusively to be owned by Client (the "Deliverables"), if any, shall become the property of Client. To the extent that any Aon Hewitt Information is contained in any of the Deliverables, subject to the terms of this Agreement, Aon Hewitt hereby grants to Client a paid-up, royalty-free, nonexclusive license to use such Aon Hewitt Information solely for Client's internal use in connection with the Deliverables.
- (c) To the extent that Aon Hewitt utilizes any of its property, including, without limitation, the Aon Hewitt Information, in connection with the performance of Services, such property shall remain the property of Aon Hewitt and, except for the limited license expressly granted in the preceding paragraph, the Client shall acquire no right or interest in such property. Client will honor Aon Hewitt copyrights, patents, and trademarks relating to Services, Deliverables and Aon Hewitt Information, and will not use Aon Hewitt's name or other intellectual property without Aon Hewitt's prior written consent.

- (d) Provided that Client promptly notifies Aon Hewitt of a claim that the Aon Hewitt Information infringes a presently issued U.S. patent or copyright, Aon Hewitt will defend such claim at its expense and will indemnify Client for any costs and damages that may be awarded against Client in connection with such claim. Aon Hewitt will not indemnify Client, however, if the claim of infringement results from (i) use of other than the most recent version of the Aon Hewitt Information made available to Client by Aon Hewitt; (ii) Client's alteration of the Aon Hewitt Information; (iii) use of any Aon Hewitt Information in combination with other software not provided by Aon Hewitt; or (iv) improper use of Aon Hewitt Information.
- (e) Nothing contained in this Agreement will prohibit Aon Hewitt from using any of its general knowledge or knowledge acquired under this Agreement (excluding Client's Confidential Information) to perform similar services for others.

6. Confidentiality

- (a) For the purposes of this Agreement, "Confidential Information" includes: (i) the terms of this Agreement (including any Schedules); (ii) Client Information; (iii) Aon Hewitt Information; (iv) oral and written information designated by a party as confidential prior to the other party obtaining access thereto; and (v) oral and written information which should reasonably be deemed confidential by the recipient whether or not such information is designated as confidential. Each party's respective Confidential Information will remain its sole and exclusive property.
- (b) Each party will use reasonable efforts to cause its employees to minimize distribution and duplication and prevent unauthorized disclosure of the Confidential Information of the other party. Each party agrees that only employees who have a need to know the Confidential Information of the other party will receive such Confidential Information. No party will disclose the other party's Confidential Information to a third party, unless such is required by Florida law, without the prior written consent of the other party, which consent may be conditioned upon the execution of a confidentiality agreement reasonably acceptable to the owner of the Confidential Information, except that Aon Hewitt may use Client's Confidential Information in combination with other data, including the disclosure of such information to third parties, provided that no such Client Confidential Information is identifiable by Client or Client employee and that either party may disclose the other party's Confidential Information to its legal counsel and auditors. Aon Hewitt may also disclose Client's Confidential Information to any subcontractor or, as instructed by Client, to any other third party providing services to Client under this Agreement as reasonably necessary for such subcontractor or third party to perform its services, provided that any such subcontractor is subject to a confidentiality agreement. Aon Hewitt may retain a copy of all Client Confidential Information for archival purposes.
- (c) Confidential Information does not include information if and to the extent such information: (i) is or becomes generally available or known to the public through no fault of the receiving party; (ii) was already known by or available to the receiving party prior to the disclosure by the disclosing party; (iii) is subsequently disclosed to the receiving party by a third party who is not under any obligation of confidentiality to the party who disclosed the information; or (iv) has already been or is hereafter independently acquired

or developed by the receiving party without violating any confidentiality agreement with or other obligation to the party who disclosed the information.

- (d) The receiving party may disclose Confidential Information of the disclosing party if required to as part of a judicial process, government investigation, legal proceeding, or other similar process, provided that the receiving party has given prior written notice of such requirement to the disclosing party. Reasonable efforts will be made to provide this notice in sufficient time to allow the disclosing party to seek an appropriate confidentiality agreement, protective order, or modification of any disclosure, and the receiving party will reasonably cooperate in such efforts.

7. Representations and Responsibilities

- (a) Aon Hewitt represents that it: (i) shall, at all times during the term of this Agreement, remain in material compliance with all laws and regulations applicable to it as a service provider, including any required licenses, permits, or registrations, necessary for Aon Hewitt to be able to perform the Services; and (ii) has no outstanding commitment or agreement to which it is a party or legal impediment of any kind known to it which is likely to limit, restrict, or impair the rights granted to Client hereunder. If a potential conflict should arise, Aon Hewitt will discuss the situation with Client.
- (b) Client will submit to Aon Hewitt all Client Information in Client's control necessary for Aon Hewitt to perform the Services covered by this Agreement. The Services are not of a legal nature, and Aon Hewitt will in no event give, or be required to give, any legal opinion or provide legal representation to Client. Client will maintain in compliance with applicable law any and all benefit plan legal documents related to the Services. Client is responsible for the accuracy and completeness of any and all Client Information that is submitted to Aon Hewitt. Client agrees to notify Aon Hewitt as soon as possible of any problems or errors in Client Information submitted. Services performed by Aon Hewitt in correcting such problems or errors are additional services for which additional fees will be payable.
- (c) Aon Hewitt is not a fiduciary within the meaning of the Employee Retirement Income Security Act (ERISA) or other legislation. Aon has no discretion with respect to the management or administration of Client's employee benefit plans, and/or control or authority over any assets of Client's employee benefit plans, including the investment of those assets. All such discretion and control remain with Client and other fiduciaries to Client's employee benefit plans.

8. Liability/Indemnification

- (a) Aon Hewitt will correct its work product without additional charge if any errors or omissions occur in its work. Aon Hewitt shall indemnify and hold Client harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable attorneys' fees and expenses) (collectively, a "Loss" or "Losses") arising from Aon Hewitt's failure to comply with the applicable terms and conditions of this Agreement or whether arising during or after completion of the work hereunder and in any manner caused, occasioned or contributed to by any malpractice, completion of the work hereunder and in any manner caused, occasioned or contributed to by any malpractice, negligent act, omission or fault of the Consultant or anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this contract,

unless due to Board's negligence (regardless of whether such Loss is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise):

- (i) for all Losses arising from Services performed in a particular Year, in an amount not to exceed one million dollars (\$1,000,000), and,
 - (ii) without regard to the limitations of Section 8(a)(i), for Losses arising from (aa) Aon Hewitt's willful, fraudulent or criminal misconduct, (bb) bodily injury, including death, or damage to personal or real property, (cc) infringement by Aon Hewitt Information pursuant to Section 5(d) hereof, and (dd) Aon Hewitt's breach of its confidentiality obligations set forth in Section 6 hereof. Any claim under this Section 8(a) must be asserted before the date that is three (3) years following the act or omission giving rise to the claim.
- (b) In no event will either party be liable to the other party for incidental, consequential, special, or punitive damages (including loss of profits, data, business or goodwill, or government fines, penalties, taxes, or filing fees), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise, and even if advised of the likelihood of such damages.
- (c) Notwithstanding the foregoing, as applicable to the Client and the Services, Aon Hewitt will not be liable to Client for any amounts for which Client or any of its employee benefits plans would have been responsible to pay irrespective of any act, error or omission by Aon Hewitt, including interest adjustments. Each of Aon Hewitt and Client agrees to use reasonable efforts to mitigate its own, as well as the other party's, liability, damages, and other losses suffered in connection with this Agreement.

9. Dispute Resolution

Except as provided in Section 12(h), the following procedures shall be used in the event of any dispute or controversy arising out of or relating to this Agreement. All negotiations between the parties conducted pursuant to the dispute resolution process described herein (and any of the parties' submissions in contemplation hereof) shall be kept confidential by the parties and shall be treated by the parties and their respective representatives as compromise and settlement negotiations for purposes of the applicable court rules of evidence.

- (a) The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Either party may give the other party written notice of any dispute not resolved in the ordinary course of business. Within fifteen (15) days after delivery of the notice, the party receiving the notice shall submit to the other a written response.
- (b) Within thirty (30) days after delivery of the notice, the designated executives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other shall be honored in a timely fashion.

- (c) If the matter in dispute has not been resolved within sixty (60) days after delivery of the notice, or if the parties fail to meet within thirty (30) days, the dispute shall be referred to more senior executives who have authority to settle the dispute and who shall likewise meet in an attempt to resolve the matter in dispute. If the matter has not been resolved within thirty (30) days after it has been referred to the more senior executives, or if no meeting of such senior executives has taken place within fifteen (15) days after such referral, either party may seek alternative legal remedies as it deems appropriate.

10. Insurance/Indemnity

- (a) Coverage. Aon Hewitt shall maintain, at all times during the term of this Agreement, the following minimum insurance coverages and limits:
- (i) Workers' Compensation and related insurance as prescribed by the law of the state in which the Services are to be performed;
 - (ii) General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and
 - (iii) Professional Liability in the amount of \$1,000,000 per occurrence and in the aggregate.
- (b) Best Rating. Aon Hewitt will place such insurance with carriers possessing a B+VII or better rating, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies.

11. Successors and Assigns

This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of Aon Hewitt and Client. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, except a party may assign its rights and obligations to an affiliate entity controlled by, controlling, or in common control with the assigning party.

12. Miscellaneous

- (a) The headings used herein are for convenience only and will not affect the interpretation of this Agreement.
- (b) This Agreement has been entered into for the sole benefit of Client and Aon Hewitt, and in no event will any third-party benefits or obligations be created thereby.
- (c) This Agreement and any Schedule hereunder may be executed in two or more counterparts, each of which will be deemed an original for purposes of this Agreement or the Schedule.
- (d) The relationship between the parties is that of independent contractors. Nothing in this Agreement will be deemed or construed to create a joint venture, agency, or partnership between the parties for any purpose or between the partners, officers, members, or employees of the parties by virtue of either this Agreement or actions taken pursuant to this Agreement. Aon Hewitt personnel will remain Aon Hewitt's employees for all purposes, including, but not limited to, determining responsibility for all payroll-related obligations.

- (e) Aon Hewitt may enter into subcontracts to perform a portion of the Services under this Agreement provided that Aon Hewitt shall remain responsible for the acts or omissions of such subcontractors as if such subcontracted activities had been performed by Aon Hewitt.
- (f) Aon Hewitt may include Client and its trademarks and logos on Aon Hewitt's customer lists, proposals and other communications not intended for general distribution.
- (g) It is expressly understood and agreed that the obligations of Sections 5, 6, 8, 9, 11, and 12 herein, as well as all payment obligations arising on or before the date of termination or expiration of the term of this Agreement, will survive the termination or expiration of this Agreement.
- (h) Both parties agree that injunctive relief is appropriate in enforcing the confidentiality provisions of this Agreement. In the event of any action to construe or enforce this Agreement or any portion thereof, the prevailing party will be entitled to recover, in addition to any charges fixed by the court, its costs and expenses of suit, including reasonable attorneys' fees and expenses.
- (i) If any provision of this Agreement or portion thereof is declared invalid, the remaining provisions will nevertheless remain in full force and effect.
- (j) This Agreement is subject to OFAC compliance (i.e., the laws and regulations enforced by the United States Office of Foreign Assets Control and each party's compliance policies relating thereto). Since Aon Hewitt can be held accountable under such laws and regulations in connection with its provision of the Services, Client confirms that it will screen against OFAC's list of Specially Designated Nationals and Blocked Persons those parties with whom Aon Hewitt will interact at Client's direction in providing the Services (e.g., Client's employees, participants, other vendors, etc.). If a possible match is identified as a result of a screen, Client shall notify Aon Hewitt, and the parties will cooperate with each other in resolving the matter (which may include adjustments to the Services or regulatory notifications).
- (k) This Agreement, including any Schedules and the materials incorporated herein from time to time, constitutes the entire agreement of the parties and supersedes all previous oral or written negotiations and agreements relating to the subject matter hereof (including the subject matter of such Schedules). For the avoidance of doubt, this Agreement also supersedes the terms and conditions in any purchase order, engagement letter or general consulting services agreement between Aon Hewitt and Client. For the avoidance of doubt, the effective date of each Schedule shall be set forth therein. There have been no representations or statements, oral or written, that have been relied on by any party hereto except those expressly set forth herein.

EXHIBIT B—TERMS AND CONDITIONS FOR SECONDMENT

1. Term. The term of the Secondment (“Term”) shall commence on January 1, 2017 and shall terminate one year later, or upon mutual agreement, or as otherwise provided for in the Agreement.
2. Services. Upon the terms and subject to the conditions of this Agreement, Aon Hewitt shall make available to Client the services of a combination of Aon Hewitt’s personnel identified in Exhibit B-1 and Exhibit B-2, which are attached hereto (such Aon Hewitt personnel, the “DP” or “Designated Personnel”), provided such period shall not extend beyond the expiration of the Term without the parties mutual agreement. For so long as the Designated Personnel are providing services hereunder, they shall perform such professional services as Client shall from time-to-time reasonably request. Client acknowledges and agrees that Designated Personnel must attend two in person meetings at the Aon Hewitt Tampa, Florida office each month.
3. Secondment Fee. In consideration of Aon Hewitt making available the Designated Personnel and the services performed by the Designated Personnel for Client, Client shall pay to Aon Hewitt a secondment fee specified in the Agreement. The foregoing secondment fee payable by Client to Aon Hewitt will not include any bonus or incentive compensation for the Designated Personnel. Client shall have no obligation to reimburse Aon Hewitt for payment by Aon Hewitt of any compensation and/or employee benefits other than the amounts set forth above including, without limitation, any amounts in respect of “overtime” or hours worked by the Designated Personnel.
4. Payroll/Employment Tax Obligations. Aon Hewitt represents and covenants that, with respect to any period in which the Designated Personnel does provide or has provided services to Client pursuant to the terms of this Agreement, it will withhold from, pay on behalf of, and pay with respect to, such Designated Personnel, in a timely manner, all payroll and other employment taxes as and to the extent required by applicable statute, law, rule or regulation to be so withheld and paid by Aon Hewitt.
5. Employee Benefit Plans. During the Term, Aon Hewitt will make available to, and provide to, the Designated Personnel the employee benefits plans and benefits it provides to other Aon Hewitt employees generally.
6. Acts of the Designated Personnel. During the Term of Services for Client, DP will work closely with the Client to perform the duties listed in Exhibit B-1 and Exhibit B-2. These duties include, but are not limited to the day-to-day administrative support for the life and disability vendor, assistance with claims and billing issues, and attending periodic meetings as necessary. Representatives will provide customer service and assistance with issues involving provider billing, advocacy for services, disputes, interpretation of services, etc. Representatives will act as a liaison for district personnel and Aon Hewitt’s broker and consulting responsibilities, including Benefit Communications.

7. Confidentiality. Aon Hewitt acknowledges that the nature of the services will permit it and the Designated Personnel to have access to certain information howsoever obtained, whether written or oral or in any other form, which is not available to the general public concerning Client, their respective clients and customers and third parties with whom any of the aforesaid persons may have business or other dealings (collectively, “Confidential Information”). Aon Hewitt will not disclose or use, directly or indirectly, at any time, any Confidential Information unless such disclosure or use is a) strictly necessary for the purpose of performing the services or is expressly authorized in writing by Client; or b) required by law or by any governmental or other regulatory authority, in which event Aon Hewitt shall inform Client in writing of the reasons why such Confidential Information is required as soon as possible prior to such disclosure and shall comply with Client’s reasonable requests concerning resistance to such requirement or limiting the nature and extent of any disclosure made. Aon Hewitt and Designated Personnel will take all steps reasonably necessary in order to protect the confidentiality of the Confidential Information and prevent any unauthorized use or disclosure of the Confidential Information.
8. Indemnification. Aon Hewitt will not be liable for the acts, omissions or errors of judgment (whether or not negligent or otherwise actionable) arising from the Designated Personnel’s duties performed during the Term that are specifically requested by Client as part of the services and that would not otherwise have been performed by Designated Personnel as part of this Agreement. Client agrees to indemnify and keep indemnified Aon Hewitt against all losses, liabilities, claims, actions, proceedings, demands, charges, costs or expenses suffered or incurred by Aon Hewitt arising out of or in any way in connection with the secondment that is attributable to Client’s negligence, gross negligence, willful act or omission, or other wrongdoing; such indemnification shall be limited by the dollar limitations and defenses contained in Section 768.28, F.S.
9. Obligations in respect of Pre-Term Services. Any amounts payable by Client to Aon Hewitt pursuant to this Agreement shall relate solely to the services provided by the Designated Personnel to Client during the Term and Client shall not be responsible or liable for any wages, benefits (including without limitation, any accrued sick, holiday or vacation time or accrued by unfunded 401(k) profit-sharing or pension obligations), bonuses, or taxes earned by, accrued for or otherwise attributable to any work performed by the Designated Personnel prior to the commencement of the Term or in services of any person or entity other than Client.
10. Status of Designated Personnel; Non-Solicitation. The Designated Personnel are and shall remain, for all purposes, employees of Aon Hewitt.
11. Health & Safety. In order to comply with relevant health and safety legislation, for the duration of the Secondment, Client has a duty of care to ensure the health, safety and wellbeing of the Designated Personnel. Client shall maintain suitable general liability insurance for the duration of the Secondment. Any equipment provided must be suitable and sufficient such as workstation and chair in compliance with local health & safety regulations.

EXHIBIT B-1

Name: Leslie D Viéns

Location: Tampa

Title: Consultant

Responsibilities: On-site Benefits/Wellness Consultant

- **Vendor Management:** Act as primary vendor contact for dental, vision, disability, life, AD&D, EAP and voluntary benefits. Work closely with the main client contact and benefits staff for all carrier escalated administrative, billing and service issues. Assist the Aon H&B team with obtaining and negotiating renewals. Work closely with the life and disability carriers to submit and track applications for evidence of insurability maintaining a spreadsheet for the client. Follow up with client and vendor requests as needed.
- **Wellness Consulting:** Assist the school district in developing and implementing their wellness strategy,
 - .
 - Coordinate with external partners to present outside programs as part of the strategy, and review overall wellness results.
- **Communications:** Project manage the annual enrollment communication process including the following:
 - Provide benefit program edits to the communications team based on negotiated renewals or RFP results.
 - Perform an initial review of draft materials to ensure all benefit program edits have been included prior to presentation to the client. Includes videos, active/retiree benefit guides, active/retiree enrollment newsletters.
 - As provided by the client, pass on client site information and counts for fulfillment and delivery by the communications practice.
 - As needed, assist with annual enrollment meeting presentations.
- As an H&B team member, participate in carrier meetings, financial meetings, and Board presentations.

EXHIBIT B-2**Name:** Linda Bretherton**Location:** Tampa**Title:** Benefit Specialist**Responsibilities:** On-site Disability and Benefit Specialist

- Works six (6) hours per day, five (5) days per week.
- Vendor Management: Performs disability vendor management, including the following:
 - Carrier follow up
 - Problem resolution
 - Employee questions
 - Coordination of claims forms
 - Escalated claims issues
- Tracks new enrollees with carrier follow up for approvals/denials.
- Explains the STD and LTD benefits to new enrollees and answers disability benefit plan questions.
- Assists employees with questions regarding the completion of enrollment and claims forms.
- Participates in Aon training and compliance meetings.
- Work closely with the main client contact and benefits staff for carrier escalated administrative, billing and service issues.
- Coordinates with the H&B client team, as needed.

ADOPTED

REQUEST FOR APPROVAL (ID # 6080)

December 6, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of Student Services Agreement Between Chrysalis Health and the School Board of Pinellas County

BACKGROUND:

The purpose of this new agreement is to guide and direct the relationship between Pinellas County Schools and Chrysalis Health to ensure cooperation when working with students. Chrysalis Health is recognized in our community as a leader in the promotion and prevention of effective behavioral, health and wellness services and the Pinellas Connect 4 Families Collaboration. The Department of Juvenile Justice requests that Chrysalis Health provide counseling and case management services to students in our schools.

STRATEGIC DIRECTION: Student Achievement

ALTERNATIVES:

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

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

This agreement is required in order to define the scope of services provided by the agency and to develop this mutually beneficial relationship. The goal of this collaboration is to provide seamless services to increase youth's success in school and the community. This is an additional resource for schools and families. The agreement outlines both parties' responsibilities and sets parameters for the agency's work in our schools.

FINANCIAL IMPACT:

There is no financial impact to the district.

DATA SOURCES:

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

SUBMITTED BY:

Lori Matway, Associate Superintendent, Student and Community Services

ATTACHMENTS:

- Chrysalis Health Agreement 120616 (PDF)

STUDENT SERVICES AGREEMENT
(*Chrysalis Health*)

THIS AGREEMENT, made this _____ day of _____, 2016, by and between the SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, hereinafter referred to as the “Board,” and *Chrysalis Health*, hereinafter referred to as “Agency.”

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. The term of this Agreement shall commence on the date this Agreement is approved by the Board and shall terminate on June 30, 2019.

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

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

For the Board:

Executive Director, Student Services
301 4th Street SW
Largo, FL 33770
(727) 588-6307 tel.
(727) 588-6237 fax

For Agency:

Deanna Kettner, MS
Outreach Coordinator, Central and N Florida
Chrysalis Health
812 W Dr. Martin Luther King Jr. Blvd., #203
(813) 443-4827 tel.

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

<p>THE SCHOOL BOARD OF PINELLAS COUNTY,</p> <p>By: _____ Chairperson</p> <p>Attest: _____ Superintendent</p> <p>Date: _____</p> <p>Approved as to form: <i>Henry J. Wallace</i> Office of School Board Attorney</p>	<p>AGENCY,</p> <p>By: <i>[Signature]</i> DEANNA KETTNER OUTREACH COORDINATOR</p> <p>Attest: <i>[Signature]</i> Regional Administrative Director</p> <p>Date: <i>10/25/16</i></p>
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Attachment: Chrysalis Health Agreement 120616 (6080) : Request Approval of Student Services Agreement Between Chrysalis Health and the

ADOPTED

REQUEST FOR APPROVAL (ID # 6065)

December 6, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of the Renewal of the Joint-Use-Agreement With the City of Clearwater

BACKGROUND:

In 1980 the School Board approved the initial agreement with the City of Clearwater for the reciprocal use of each agency's facilities. The agreement enables the board and the city to use each other's facilities without separate leases while maintaining insurance coverage, cost recovery when applicable, and documentation of use. The agreement is for a period of five years beginning January 1, 2017 and ending December 31, 2022.

STRATEGIC DIRECTION: Effective and Efficient Use of Resources

ALTERNATIVES:

1. Approve the renewal of the Joint-Use-Agreement.
2. Do not approve the renewal Joint-Use-Agreement.

RECOMMENDATIONS:

Alternative No. 1 is recommended.

RATIONALE:

The renewal of the Joint-Use-Agreement continues the partnership with the City of Clearwater to provide a greater variety of facilities and services for the schools and the community.

FINANCIAL IMPACT:

There is no financial impact to the district.

DATA SOURCES:

Heather Wallace, Assistant School Board Attorney
 Charlene Beyer, Real Estate Analyst
 Michael Lockwood, City of Clearwater

SUBMITTED BY:

Clint Herbic, Associate Superintendent, Operational Services

ATTACHMENTS:

- Joint Use Agreement - City of Clearwater (PDF)

JOINT USE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2016, by and between the CITY OF CLEARWATER, FLORIDA, a municipal corporation, hereinafter referred to as "City," and the SCHOOL BOARD OF PINELLAS COUNTY, hereinafter referred to as "Board";

WITNESSETH:

WHEREAS, the Board desires to use various City-owned facilities for physical education and various other school-related activities; and

WHEREAS, the City desires to use various Board-owned school facilities for recreation, public meetings, and other city-related programs; and

WHEREAS, the City and Board are each willing to cooperate in this matter under certain conditions and provisions;

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration, the Board and City each give the other license to use each other's respective facilities as provided for herein, and under the following terms and conditions:

1. **Term.** The term of this Agreement will be for a period of five (5) years commencing January 1, 2017, and ending December 31, 2021. This Agreement may be extended for one or more additional five-year periods under the same terms and conditions set forth herein, with written agreement and approval by the Board and City.

2. **Scheduling Uses.** Short-term uses of facilities may be scheduled by either party, with the joint approval of the Superintendent and the City Manager, or their respective designees, by using a Facility Use Authorization Form, a sample of which is attached as Exhibit "A". The Facility Use Authorization Form will be prepared by the Board's Real Estate Department for all uses of Board facilities and by Parks and Recreation Department for all uses

of City facilities. The Facility Use Authorization Form will specify the location and conditions of use; such as dates, times, contact names and costs, if any. Outdoor Board or City facilities may be used without cost except for direct costs resulting from such use, such as utility and personnel costs. Interior (Indoor) short-term uses of Board or City facilities are permitted without cost only if appropriate staff is already scheduled to be on duty and provided that utilities are not required beyond scheduled run times. Interior (Indoor) long-term uses of Board or City facilities may require payment of direct costs resulting from such use such as utility and personnel costs. Upon proper execution of the Facility Use Authorization Form by the Superintendent and City Manager or their respective designees, said form shall be considered incorporated herein, and thereby subject to all terms and conditions herein.

3. **Use of Facilities Owned by Board.** The Board agrees to make its Facilities available when the use thereof does not interfere or conflict with any Board programs. Use of said Facilities will not be earlier than 8:00 a.m. nor later than 11:00 p.m. for outdoor use and not later than 12:00 midnight for indoor use. There may an occasional use of facilities at times outside these hours if the use is approved by school staff prior to the event.

4. **Use of Facilities Owned by City When Normally Open.** The City agrees to make its Facilities available when the use thereof does not interfere or conflict with any City programs or the use thereof by Parties with which the City has an agreement for such use. Use of said Facilities will conform with the hours the Facilities are normally open to the public, as more specifically set out in Section 22.24, Clearwater Code of Ordinances, as amended from time to time.

5. **Use of Facilities When Normally not Open.** If one party desires to use the other party's Facilities at a time other than when normally open (e.g., outside normal hours, vacations, holidays, staff-development or in-service days, and times when the facility owner normally has no staff on duty), the party requesting such use will be required to pay the direct costs incurred for said use; (e.g., utility, facility, personnel, and supply costs) at the prescribed

rates of the Facility owner. The Board and the City will not charge each other when said direct costs are less than fifty (\$50) Dollars.

6. **Return Condition of Facility.** The party using the Facility agrees to return the Facility and surrounding area to a clean and sanitary condition after use by that party or any of its agents or invitees.

7. **Supervision of Program.** Each party will provide its own personnel for the supervision of the programs it conducts.

8. **Restriction of Use.** Use of the Facility by private parties or organizations or by business enterprises for profit is prohibited unless specifically approved by the Superintendent and the City Manager, or their respective designees. The Board and the City further agree to make no unlawful, improper or offensive use of the Facility and all rights of the using party hereunder will be terminated by the Board or the City in the event that such use is made thereof. All persons using Facilities owned by the Board will abide by all Board policies, including Board policies which state that the consumption of tobacco products, electronic cigarettes or alcoholic beverages on Board property, including any outside areas, is prohibited. All persons using Facilities owned by the City will abide by applicable law and all City policies.

9. **Assignment, Inspection, and Termination.** The Board and City will not assign this agreement nor sublet the premises or any part thereof without the prior written consent of the other party. The Board and City agree that each party and its officers, agents, and servants will have the right to enter and inspect the leased premises and the operation being conducted thereon at reasonable times.

This agreement will remain in effect unless terminated by either party as follows:

(a) Upon breach of this agreement by a party, the other party will give written notice of termination of this agreement specifying the claimed breach and the action required to cure the breach. If the breaching party fails to cure the breach within five days from receipt of said notice, then the contract will terminate ten days from receipt of the written notice;

(b) Either party may terminate this agreement without cause by giving written notice to the other party that the agreement will terminate thirty days from the receipt of said notice by the other party.

10. **Unforeseen Questions.** The Board and City agree that in the event of unforeseen questions arising out of the use of the said facilities or this license, questions will be settled in writing between the Superintendent and the City Manager or their specific designee, however, neither Party waives any right to claims or remedies as provided by law.

11. **Headings.** The headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement or any part hereof, or in any way affect the same, or construe any provision hereof.

12. **Hold Harmless.** The Board and City agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by either the Board or City. Nothing herein shall be construed as consent by the Board or City to be sued by third parties in any manner arising out of this agreement.

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

ATTEST:

CITY OF CLEARWATER,
FLORIDA

City Clerk

By: _____
Mayor

Approved as to form and content:

City Attorney (Designee)

ATTEST:

THE SCHOOL BOARD OF PINELLAS
COUNTY, FLORIDA

Superintendent

By: _____
Chairperson

Approved as to form and content:


School Board Attorney

ADOPTED

REQUEST FOR APPROVAL (ID # 6066)

December 6, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of the Renewal of the Joint-Use-Agreement With the City of St. Petersburg

BACKGROUND:

In 1980 the School Board approved the initial agreement with the City of St. Petersburg for the reciprocal use of each agency's facilities. The agreement enables the board and the city to use each other's facilities without separate leases while maintaining insurance coverage, cost recovery when applicable, and documentation of use. The agreement is for a period of five years beginning December 6, 2016 and ending December 5, 2021.

STRATEGIC DIRECTION: Effective and Efficient Use of Resources

ALTERNATIVES:

1. Approve the renewal of the Joint-Use-Agreement.
2. Do not approve the renewal of the Joint-Use-Agreement.

RECOMMENDATIONS:

Alternative No. 1 is recommended.

RATIONALE:

The renewal of the Joint-Use-Agreement continues the partnership with the City of St. Petersburg to provide a greater variety of facilities and services for the schools and the community.

FINANCIAL IMPACT:

There is no financial impact to the district.

DATA SOURCES:

Heather Wallace, Assistant School Board Attorney
 Charlene Beyer, Real Estate Analyst
 Michael Jefferis, City of St. Petersburg

SUBMITTED BY:

Clint Herbic, Associate Superintendent, Operational Services

ATTACHMENTS:

- CityofStPetersburgJUA2016 (PDF)

JOINT USE AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2016 by and between the City of St. Petersburg, Florida, a municipal Corporation, hereinafter referred to as City and The School Board Of Pinellas County, Florida, hereinafter referred to as Board;

WITNESSETH:

Whereas, the Board may request the use of various City-owned facilities for its physical education classes, baseball programs, and other Board-related programs and classes; and

Whereas, the City may request the use of various Board-owned facilities for its recreational programs, public meetings, and other City-related programs; and

Whereas, the Board and the City are each willing to cooperate in this matter under certain conditions and provisions;

Now, Therefore, in consideration of the covenants herein contained and other good and valuable consideration, the Board and the City as follows:

1. **Term**. The term of this Agreement will be for a period of five (5) years beginning December 6, 2016 and ending December 5, 2021. This Agreement may be extended for additional 5-year periods under the same terms and conditions set forth herein, with written agreement and approval by the Board and the City.

2. **Scheduling Uses**. The reciprocal use of the parties' facilities will be scheduled so as not to conflict with the other party's use of such facilities. In scheduling the use of the respective facilities, the parties will use a Facility Use Authorization Form, a sample of which

is attached as Exhibit A, which will be prepared by the Board's Real Estate department and executed by the Superintendent and Mayor, or their designees. The Facility Use Authorization Form will specify the conditions of use including the dates, times, contact names, costs to be paid by the other party, and special conditions applicable to such use. Outdoor Board or City facilities may be used without cost except for lighting, personnel, utility costs, electrical costs and chemical treatment costs or other reimbursable costs. Interior, short-term uses of facilities by Board or City, may be permitted without cost if appropriate staff is already scheduled to be on duty and provided that utilities are not required beyond scheduled run times. Interior, long-term uses of facilities by Board or City, may require payment of direct costs, such as utility and personnel. The Facility Use Authorization Form will be considered an amendment to the Agreement when executed by the Superintendent and Mayor, or their designees.

3. **Return Condition of Facility.** The parties agree to maintain the facilities used and the surrounding area in a clean and sanitary condition after use by their employees, agents, volunteers, or invitees.

4. **Supervision of Program.** Each party will provide its own personnel for the supervision of the program it conducts.

5. **Restriction of Use.** Use of the facilities by private parties or organizations or by business enterprises for profit is prohibited unless specifically approved by the Superintendent and the Mayor, or their respective designees. The Board and the City further agree to make no unlawful, improper or offensive use of the facilities. All persons using facilities owned by the Board will abide by all Board policies, including Board policies which state that the consumption of tobacco products, including electronic cigarettes, or alcoholic beverages on

Board property, including any outside areas, is prohibited. All persons using facilities owned by the City will abide by all City policies.

6. **Liability.** The City and Board shall be liable for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, in the performance of this Agreement; provided, however, that the City's and Board's liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the parties, nor shall anything herein be construed as consent by the parties to be sued by any third party for any cause or matter arising out of or related to this Agreement.

7. **Assignment and Inspection.** The Board and the City will not assign this Agreement or sublet any facilities of the other party or any part thereof without the written consent of the other party. The Board and the City agree that each party and its officers, agents, and servants will have the right to enter and inspect their facilities and the operation being conducted thereon at reasonable times.

8. **Termination.** This Agreement will remain in effect unless terminated by either party as follows:

a) Upon breach of this Agreement by a party, the other party will give written notice of termination of this Agreement specifying the claimed breach and the action required to cure the breach. If the breaching party fails to cure the breach within five days from receipt of said notice, then this Agreement will terminate ten days from receipt of the written notice;

b) Either party may terminate this Agreement for any reason by giving written notice to the other party that the Agreement will terminate thirty days from the receipt of said notice by the other party.

9. **Budgeting and Appropriation of Funds.**

a) **City** – The obligations of the City as to any funding required pursuant to this Agreement, will be limited to an obligation in any given year to budget, appropriate and pay for legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year.

Notwithstanding the foregoing, the City will not be prohibited from pledging any legally available non-ad valorem revenue for any obligations heretofore or hereafter incurred, which pledge will be prior and superior to any obligation of the City pursuant to this Agreement.

b) **Board** – The obligations of the Board as to any funding required pursuant to this Agreement, will be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential Board services have been budgeted and appropriated, sufficient monies for the funding that is required during that year.

Notwithstanding the foregoing, the Board will not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge will be prior and superior to any obligation of the Board pursuant to this Agreement.

10. **Unforeseen Questions.** The Board and the City agree that in the event of unforeseen questions arising out of the use of the said facilities or questions of use, the questions will be settled in writing between the Superintendent and the Mayor or their respective designees for resolution of such questions concerning this Agreement.

11. **Headings.** The headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of intent of this Agreement or any part hereof, or in any way affect the same, or construe any provision hereof.

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

ATTEST:

**CITY OF ST. PETERSBURG,
FLORIDA**

Chan Srinivasa, City Clerk

By: _____
Rick Kriseman
As its: Mayor

Approved as to form and content:

City Attorney (Designee)
By: _____
Assistant City Attorney

Legal: 00265915.doc V. 1


ATTEST:

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

Print: _____
Superintendent

By: _____
Print: _____
Chairperson

Approved as to form and content:



School Board Attorney

Attachment: CityofStPetersburgJUA2016 (6066 : Req.:Approv. Renewal JUA City of St. Petersburg)

Exhibit "A"

FACILITY USE AUTHORIZATION FORM

Date: December 6, 2016
 To: Agency
 Subject: Facility Use Request under the Agreement Between the School Board of Pinellas County and Agency effective x/x/xx (5 yrs)

Requestor:
 Description of Use:
 Facility(ies): **SAMPLE - Note: This form will be completed by Real Estate Department and submitted for signatures.**

Dates & Times:
 Supervision By:

Coordinator (& Phone #) for School Board:
 Coordinator (& Phone #) for Agency:

The following estimated costs will be incurred as a result of the said-use:

Wages:	\$
Direct Costs	\$ 000.00
Other (List)	\$
	\$ _____
Total	\$ 000.00

The facility owner/representative _____ will invoice _____ for the above-described costs, which may vary if the actual use of facilities differs from that shown above. This form, when executed by the authorized representative for the School Board and the authorized agency representative, will be authorization to use the above described facility on the dates and times set forth herein. This additional use is granted under the terms and conditions of the above said agreement.

Additional conditions, if any:

Agency

School Board of Pinellas County, Florida

 Authorized Representative Date
 for Agency

 Authorized Representative Date
 for School Board
 11111 S. Belcher Rd., Largo, Fl 33773

With copies to: Superintendent of Schools
 Director, Accounting
 Director, Auditing
 Region (1-6) Superintendent

School Representative
School Bookkeeper
Agency Representative

RPC #

Attachment: CityofStPetersburgJUA2016 (6066 : Req..Approv. Renewal JUA City of St. Petersburg)

ADOPTED

REQUEST FOR APPROVAL (ID # 6067)

December 6, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of the First Fiscal Quarter 2016/2017 Report of the Facility Leases, Joint-Use Activities, and Other Community Uses Processed by the Real Estate Department

BACKGROUND:

Board policy requires a quarterly summary of financial leases (Pinellas County School Form 3-2726) processed by the Real Estate Department.

Attached is a list of community uses of school facilities, including joint-use agreement (JUA) activities, extended-care reimbursements, and facility leases processed by the Real Estate Department during the first fiscal quarter 2016/17. The quarterly summary lists all agreement and leasing activities processed with the exception of agreements presented as individual board agenda items and no-fee, school support activities within the Pinellas County Council of PTAs (PCCPTA) blanket-use agreement.

The contract amounts listed are for the entire contract period. Additional information on the contract or activity is available in the Real Estate Department.

STRATEGIC DIRECTION: Effective and Efficient Use of Resources

ALTERNATIVES:

1. Approve the First Fiscal Quarter 2016/17 report of the Facility Leases, joint-use activities, and other community uses processed by the Real Estate Department.
2. Do not approve the First Fiscal Quarter 2016/17 report of the Facility Leases, joint-use activities, and other community uses processed by the Real Estate Department.

RECOMMENDATIONS:

Alternative No. 1 is recommended.

RATIONALE:

The quarterly report permits the Board to ensure that community uses of board facilities meet valid customer requirements and provides an accountability system to monitor recovery of resources when community uses of school facilities are not aligned with the school district's primary goals.

FINANCIAL IMPACT:

Cost recovery for community uses processed during the first fiscal quarter 2016/17 is \$480,738.00

DATA SOURCES:

Request for Approval (ID # 6067)

Meeting of December 6, 2016

Kelly Fasce, Real Estate Leasing Analyst

SUBMITTED BY:

Clint Herbic, Associate Superintendent, Operational Services

ATTACHMENTS:

- Facility Use Report 1st Quarter 2016-17 (PDF)

Community Uses Processed During Fiscal-Quarter 1 2016/17

<i>Control#</i>	<i>School Facilities</i>	<i>Using Party Event Name</i>	<i>Dates and Times Number of Days</i>	<i>Type Of Form or Contract</i>	<i>Amount</i>
14480	Tarpon Springs HighSchool auditorium, band room, room 801, cafeteria, gym foyer concession	Tarpn Springs High School Band Boosters Band Camp/Practice	07/22/16 & 07/29/16; 10:00am - 9:00pm 2	Facility Lease	\$912.00
14643	Countryside High School auditorium & stage, half of cafeteria, 4 classrooms	Church Experience church service	7/21/16, 4:30pm - 9:30pm; 7/22/16, 4:00pm - 10:00pm & 12/23/16; 4:30pm - 8:30pm 3	Facility Lease	\$3,468.00
14781	Northeast High School Driver's Ed range/course	Motorcycle Safety Foundation II Jim's Harley Davidson of St. Petersburg - motorcycle safety classes	07/09/16 - 12/10/16, Saturdays & Sundays; 8:00am - 3:00pm 44	Facility Lease	\$3,960.00
14793	Boca Ciega High School football field & visitor stands	Gulfport Pirates youth football games	9/10, 9, 17, 9/24, 10/01, 10/15/; 7:30am - 5:30pm 5	Facility Lease	\$3,190.00
14798	St. Petersburg High School gym specialty room (mini gym)	Canterbury School of Florida Cheerleading practice	07/25/16, 12:00pm - 5:00pm; 07/26, 27, 28/16, 9:00am - 4:00pm 4	Facility Lease	\$472.94
14800	Tarpon Springs Middle School gymnasium	United States Specialty Sports Assoc. basketball camp	07/11, 12, 13, 14/2016; 8:00am - 3:00pm 4	Facility Lease	\$0.00 Fees waived
14814	Palm Harbor University High School baseball field	Nations Baseball Tournament Assoc. Baseball fundamentals & scrimmage	7/5, 7, 12, 14, 19, 26, 8/4, 8, 11, 23, 25/16; 5:00pm - 7:30pm 11	Facility Lease	\$522.25

<i>Control#</i>	<i>School Facilities</i>	<i>Using Party Event Name</i>	<i>Dates and Times Number of Days</i>	<i>Type Of Form or Contract</i>	<i>Amount</i>
14815	Tarpon Springs High School music room, auditorium, gymnasium, classroom 801, cafeteria, mini gym	Tarpon Springs High School Band Boosters Guard Clinic	07/15/16 & 07/16/16; 8:00am - 5:00pm 2	Facility Lease	\$836.00
14823	Dunedin High School Northwest parking lot adjacent to the football field	Dunedin City of - Fire Department Driver Performance Course	07/5, 07/06, 07/07, 07/12, 07/13, 07/20/16; 9:00am - 5:00pm 6	Additional Use Form	\$0.00 JUA: no charge if facility already open
14826	Largo Middle School basketball court (gym) & 1 classroom	Projectuplift Tampa, Inc. basketball / lifeskills camp	07/11/16 - 07/22/16, Mon. - Fri.; 9:00am - 11:00am 10	Facility Lease	\$0.00 Principal waived facility fees
14827	East Lake High School gym, weight room, room 2135, practice football field	East Lake High School Football Boosters Football Camp	07/11/16 - 07/15/16; 9:00am - 4:00pm 5	Facility Lease	\$419.44 Principal waived facility fees
14832	Morgan Fitzgerald Middle School EXCEL Unit, Rooms 001, 001E & 001L	Pinellas Park City of SWAT Team Member Training	07/28/16; 9:00am - 7:00pm 1	Additional Use Form	\$0.00 JUA: no charge if facility already open
14833	Countryside High School baseball field	Suncoast Baseball LLC baseball games	07/07/16, 07/09/16, 07/14/16, 07/16/16; weekdays 6:00pm - 9:15pm, weekends 9:00am - 2:45pm 4	Facility Lease	\$1,023.80
14913	Thurgood Marshall Fundamental Middle School gymanasium	St. Petersburg Skills Academy, Inc. basketball/tutoring/ministry	08/01/16-06/02/17; 4:00pm- 8:00pm, Mon-Fri, exaxt dates as approved by admin. (exlcudes non-school da 180	Facility Lease	\$0.00 Principal waived facility room fees

<i>Control#</i>	<i>School Facilities</i>	<i>Using Party Event Name</i>	<i>Dates and Times Number of Days</i>	<i>Type Of Form or Contract</i>	<i>Amount</i>
14914	Brooker Creek Elementary School parking lot	North Pinellas Boot Camp fitness camp	8/8/16-9/2/16, 9/12/16-10/7/16, 10/17/16-11/11/16, 11/21/16- 12/16/16, 5:30am - 6:30am; 3x's week 48	Facility Lease	\$1,694.88
14915	Clearwater High School auditorium & stage and gymnasium	Jamie Nichole Shepard Networking meeting & business training	08/06/16; 12:30pm - 6:00pm 1	Facility Lease	\$1,544.02
14916	Clearwater Intermediate School parking lot	Bethlehem Community Service Department Community Fellowship & Fund Day	08/07/16; 8:00am - 5:00pm 1	Facility Lease	\$0.00 Principal waived facility fees
14917	Palm Harbor University High School parking area (610.3' x 75') North of Delaware Ave. between Omaha St. & Orange Blvd. Way	Nationwide Title Clearing, Inc. Company parking	07/01/16 - 09/30/16, M-F, 7:00am - 6:00pm; excludes holidays 64	Facility Lease	\$7,704.00
14918	Riveria Middle School entire site	St. Petersburg Police Dept. K-9 training exercises	07/15/16; 8:00am - 5:00pm 1	Additional Use Form	\$0.00 JUA: no charge if facility already open
14919	Gibbs High School Grande Theatre	The Men of Harmony Gospel Concert	08/26/17; 4:00pm - 10:00pm 1	Facility Lease	\$850.74
14920	Cypress Woods Elementary School outside area	Cypress Woods Elementary PTA Garden Club	09/17/16 - 05/24/17; 2:35pm - 3:30pm, exact day of week to be determined by administration 20	Additional Use Form	\$0.00 JUA: no charge if facility already open
14934	St. Petersburg High School 1 classroom	Bystenya Services, Inc. summer tutoring, job skills, resume building workshop for students	7/11, 7/12, 7/13, 7/14, 7/18, 7/19, 7/20, 7/21/16; 8:00am - 1:00pm 8	Facility Lease	\$128.40

<i>Control#</i>	<i>School Facilities</i>	<i>Using Party Event Name</i>	<i>Dates and Times Number of Days</i>	<i>Type Of Form or Contract</i>	<i>Amount</i>
14937	Dunedin High School auditorium, stage & dressing rooms	Artz4Life Academy end of summer camp program	07/27/16; 1:00pm - 8:00pm 1	Facility Lease	\$999.00
14938	East Lake High School Theater & lobby, Dining Area, 14 classrooms	YMCA of the Suncoast Fall Training for YMCA Prgram Staff	09/10/16; 7:00am - 12:30pm 1	Additional Use Form	\$1,386.00
14939	Palm Harbor University Practice Fields	Hurricane Football Booster Club Football Clinic	7/27/2016-7/28/2016 from 6:00-8:30 PM 1	Facility Lease	\$0.00
14940	Coachman Service Center cafeteria, auditorium, Special Olympics office	Special Olympics Florida - Pinellas County annual coaches meeting for Special Olympic coaches	08/06/16; 7:30am - 4:00pm 1	Additional Use Form	\$0.00 Fees waived per Board Agreement
14941	Countryside High School baseball field	Suncoast Baseball, LLC baseball practice & games	08/17 & 08/18/16; 2:00pm - 4:00pm & 08/31, 09/13, 10/20, 11/10, 11/14, 12/08/16; 5:00pm - 8:00pm 8	Facility Lease	\$214.00
14944	Dunedin High School various classrooms & restrooms	ACT, Inc. ACT Assessment Testing	9/10/16, 10/22/16, 12/10/16, 2/11/17, 4/8/17, 6/10/17; 7:00am - 2:30pm 6	Facility Lease	\$1,938.00
14945	Gibbs High School various classrooms & restrooms	ACT, Inc. ACT Assessment Testing	9/10/16, 10/22/16, 12/10/16, 2/11/17, 4/8/17, 6/10/17; 7:00am - 2:30pm 6	Facility Lease	\$1,938.00
14946	Boca Ciega High School various classrooms & restrooms	ACT, Inc. ACT Assessment Testing	9/10/16, 10/22/16, 12/10/16, 2/11/17, 4/8/17, 6/10/17; 7:00am - 2:30pm 6	Facility Lease	\$1,938.00

<i>Control#</i>	<i>School Facilities</i>	<i>Using Party Event Name</i>	<i>Dates and Times Number of Days</i>	<i>Type Of Form or Contract</i>	<i>Amount</i>
14947	Seminole High School baseball field	Nations Baseball Tournament Association Youth baseball league practice & games	08/10/16-12/01/16, Mon., Tues., Wed., Thurs., 2:20pm - 8:20pm, excludes non-school days & holidays 62	Facility Lease	\$1,658.50
14948	Gulf Beaches Elementary School 1 classroom	Solaria Enrichment Programs, Inc. after-school enrichment program - art, science, technology & language	08/10/16 - 05/25/17; Monday-Friday; 2:35pm - 6:05pm; excludes non-school days and holidays 180	Facility Lease	\$11,459.70
14949	Lakeview Fundamental Elementary School art room	The Art of Science. LLC hands on art and science learning	08/19, 26, Sept. 2, 9, 16, 23, 30, Oct. 7, 14, 21, 28, Nov. 4, 11, Dec. 2, 9/16; 2:30pm-4:00pm 15	Facility Lease	\$577.80
14950	Palm Harbor University High School Gymnasium	United State of America Wrestling Association, Inc AAU Youth Wrestling Tournament	08/20/16; 9:00am - 2:00pm 1	Facility Lease	\$309.84
14951	Palm Harbor University High School wrestling room	United State of America Wrestling Association, Inc Youth wrestling clinics for boys & girls	08/23/16 - 12/15/16, Tues. & Thurs.; 6:00pm - 8:00pm, excludes non-school days & holidays 32	Facility Lease	\$273.92
14952	Eisenhower Elementary School multi-purpose room	Girl Scouts of West Central Florida / Troop #1103 Troop meetings	08/22/16 - 05/22/16, 1x week; 6:00pm - 7:30pm, dates approved by princ.; excludes non-school days 36	Facility Lease	\$0.00 room fees waived by principal
14953	Ridgecrest Elementary School parking lot	YMCA of the Suncoast overflow parking	08/10/16 - 06/30/17; dates and times as approved by principal TBD	Additional Use Form	\$0.00 JUA

<i>Control#</i>	<i>School Facilities</i>	<i>Using Party Event Name</i>	<i>Dates and Times Number of Days</i>	<i>Type Of Form or Contract</i>	<i>Amount</i>
14955	Palm Harbor University High School 1 classroom	E.F. Tours meeting to discuss tour	08/17/16; 6:00pm - 8:00pm 1	Facility Lease	\$34.24
14956	Belcher Road Annex parking area	Intrepid Powerboats, Inc. Temporary parking for employees during their company's construction	08/01/16 - 09/30/16 Monday-Friday 6:30am - 4:00pm; excludes 09/05/16 44	Facility Lease	\$1,177.00
14957	Bay Point Middle School cafeteria	R'Club 21st CCLC extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$4,793.45
14958	Dunedin Middle School cafeteria	R'Club 21st CCLC extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$4,793.45
14959	John Hopkins Middle School cafeteria	R'Club 21st CCLC extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$4,793.45
14960	Largo Middle School cafeteria	R'Club 21st CCLC extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$4,793.45
14961	Morgan Fitzgerald Middle School cafeteria	R'Club 21st CCLC extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$4,793.45
14962	Oak Grove Middle School cafeteria	R'Club 21st CCLC extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$4,793.45
14963	Pinellas Park Middle School cafeteria	R'Club 21st CCLC extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$4,793.45
14964	Tarpon Springs Middle School cafeteria	R'Club 21st CCLC extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$4,793.45
14965	Thurgood Marshall Fundamental Middle School cafeteria	R'Club 21st CCLC extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$4,793.45

<i>Control#</i>	<i>School Facilities</i>	<i>Using Party Event Name</i>	<i>Dates and Times Number of Days</i>	<i>Type Of Form or Contract</i>	<i>Amount</i>
14966	Tyrone Middle School cafeteria	R'Club 21st CCLC extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$4,793.45
14967	Meadowlawn Middle School cafeteria	R'Club 21st CCLC extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$4,793.45
14968	Old Curtis Media Center	Belle of the Ball, Inc. non-profit providing in-need, low- income high school girls homecoming & prom dresses & accessories	01/01/16 - 06/30/16 182	Agreement	\$2,100.00
14969	Boca Ciega High School baseball field	Nations Baseball Tournament Assoc. youth baseball practices and games	08/20/16 - 11/20/16; days as approved by principal; weekends, 9am - 7pm & weekdays, 2:30pm - 7pm 73	Facility Lease	\$0.00 direct costs apply - field fees waived
14970	Northeast High School parking lot	Motorcycle Safety Foundation/Bert's Barracuda motorcycle safety classes	08/15/16 - 12/10/16 33	Facility Lease Amendment	\$0.00 Amendement to change Lessee name only
14971	Palm Harbor University High School Gymnasium & outside basketball court	Gym Rats Basketball Assoc. Clearwater Basketball Club - basketball clinic for youth boys & girls	08/22, 24, 29, 31, 09/7, 8, 12, 15, 19, 21, 26, 28, 10/3, 5, 10, 12, 17, 19/16; 6:00pm - 8:00pm 18	Facility Lease	\$770.40
14972	Pasadena Fundamental Elementary School PE field & restrooms	Soccer Shots Pinellas County Soccer clinic enrichment program	09/19/16 - 10/24/16; Mondays; 2:45pm - 3:45pm 6	Facility Lease	\$256.80
14973	Midtown Academy PE playfield	Lake Maggiore Gators Youth Sports, Inc. Youth football & cheer practice	08/23/16 - 10/06/16, Tues., Wed., & Thurs.; 5:45pm - 8:15pm 23	Facility Lease	\$0.00 Principal waived field fee

<i>Control#</i>	<i>School Facilities</i>	<i>Using Party Event Name</i>	<i>Dates and Times Number of Days</i>	<i>Type Of Form or Contract</i>	<i>Amount</i>
14974	Douglas Jamerson Elementary School 1 classroom	Jodecus Booking Translation DBA Espanolito After-school Spanish Club	08/22/16 - 10/03/16 & 10/24/16 - 12/08/16; 2:45pm - 3:45pm, 1x week, exact day approved by admin. 11	Facility Lease	\$400.18
14975	Pinellas Park High School common area, media center, auditorium & classrooms	PCCPTA Fall workshop & leadership training	08/26/16, 3:00pm - 6:30pm & 08/27/16, 6:30am - 4:00pm 2	Additional Use Form	\$1,444.00
14976	Osceola Fundamental High School baseball field	Suncoast Baseball, LLC youth baseball - IBC Baseball d/b/a Owlz Baseball	08/23/16 - 01/13/17, Tues. & Thurs.; 4:00pm - 7:00pm 47	Facility Lease	\$0.00 Principal waived field fee
14977	East Lake High School baseball field, dugouts, batting cages, club house	Nations Baseball Tournament Assoc. AAU youth baseball - East Lake Tide	08/26/16 - 11/18/16; 3:00pm - 8:00pm, exact dates as approved by administration 17	Facility Lease	\$0.00 Principal waived field fee
14978	Cypress Woods Elementary School cafeteria	Boy Scouts of America, Inc. Cub Scout Pack #407 sign ups	08/30/16, 6:15pm - 8:00pm 1	Additional Use Form	\$22.00 JUA - direct costs
14979	Curlew Creek Elementary School art room	L Squared Brick Builders, Inc. Bricks 4 Kidz after school enrichment program	9/15/16 - 10/20/16 Thursdays; 2:45pm - 3:45pm 6	Facility Lease	\$231.12
14980	Tarpon Springs Fundamental Elementary School 1 classroom	L Squared Brick Builders, Inc. Bricks 4 Kidz after school enrichment program	9/12/16 - 10/17/16 Mondays; 2:30pm - 3:30pm 6	Facility Lease	\$218.28
14981	Highland Lakes Elementary School 1 classroom	L Squared Brick Builders, Inc. Bricks 4 Kidz after school enrichment program	9/13/16 - 10/18/16 Tuesdays; 2:45pm - 3:45pm 6	Facility Lease	\$218.28

<i>Control#</i>	<i>School Facilities</i>	<i>Using Party Event Name</i>	<i>Dates and Times Number of Days</i>	<i>Type Of Form or Contract</i>	<i>Amount</i>
14982	Palm Harbor Middle School gymnasium	YMCA of the Suncoast, Greater Palm Harbor Branch Basketball Camp	9/06/16 - 10/13/16, Mon. - Thurs.; 5:45pm - 8:45pm, Mon. & Wed; 5:45pm - 7:45pm Tues & Thurs. 22	Additional Use Form	\$1,540.00 JUA - direct costs apply
14983	Palm Harbor University High School upper parking lot by main football field	YMCA of the Suncoast, Greater Palm Harbor Branch Kids Triathlon	9/11/16; 5:00am - 11:00am 1	Additional Use Form	\$0.00 JUA
14984	Lakeview Fundamental Elementary School 2 classrooms	Mad Science of Greater Tampa Bay after school science program	09/06/16 - 10/11/16, Tuesdays; 2:45pm - 3:45pm 6	Facility Lease	\$308.16
14985	Safety Harbor Elementary School 1 classroom	Mad Science of Greater Tampa Bay after school science program	09/07, 09/14, 09/21, 09/28, 10/05, 10/19/16; 2:45pm - 3:45pm 6	Facility Lease	\$218.28
14986	Lynch Elementary School 1 classroom	Mad Science of Greater Tampa Bay after school science program	09/07, 09/14, 09/21, 09/28, 10/05, 10/19/16; 2:45pm - 3:45pm 6	Facility Lease	\$218.28
14987	Pasadena Fundamental Elementary School 4 classrooms	Mad Science of Greater Tampa Bay after school science program	09/08/16 - 10/13/16, Thursdays; 2:40pm - 3:40pm 6	Facility Lease	\$487.92
14988	Ridgecrest Elementary School 4 classrooms	Mad Science of Greater Tampa Bay after school science program	09/09/16 - 10/21/16, Fridays; 2:45pm - 3:45pm; excludes 10/07/16 due to inclement weather 6	Facility Lease	\$487.92
14989	Madeira Beach Fundamental School 3 classrooms	Mad Science of Greater Tampa Bay after school science program	09/12/16 - 10/17/16, Mondays; 2:05pm - 3:05pm 6	Facility Lease	\$398.04
14990	Perkins Elementary School 3 classrooms	Mad Science of Greater Tampa Bay after school science program	09/12/16 - 10/17/16, Mondays; 2:05pm - 3:05pm 6	Facility Lease	\$398.04

<i>Control#</i>	<i>School Facilities</i>	<i>Using Party Event Name</i>	<i>Dates and Times Number of Days</i>	<i>Type Of Form or Contract</i>	<i>Amount</i>
14991	Oakhurst Elementary School media center	Girls Scouts of West Central Florida / Troop 60130 student meetings	09/06/16 - 05/16/17, 1st & 3rd Tuesdays; 3:05pm - 4:35pm, excludes non-school days & holidays 18	Facility Lease	\$0.00 Principal waived room fee
14992	East Lake High School computer lab (#4160)	East Lake Community Club Hockey Baycare - IMPACT Concussion testing for hockey team	09/01/16; 3:00pm - 4:00pm 1	Facility Lease	\$49.22
14993	6 Elementary Schools Music Room	Music is Ageless Band Instruction	08/29/16 - 05/11/17; 2:45pm - 4:45pm, Excludes non-school days & holidays 28, 32, & 33	Additional Use Form	\$8,228.00 JUA
14994	Dixie Hollins High School wrestling room	United States of America Wrestling Assoc. youth wrestling club practice	09/06/16 - 05/23/17, Tuesdays, 6:00pm - 7:00pm; excludes non school days and holidays 34	Facility Lease	\$272.00
14996	Bear Creek Elementary School cafeteria	YMCA of Greater St. Petersburg extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$10,468.31
14997	Campbell Park Elementary School cafeteria	YMCA of Greater St. Petersburg extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$10,468.31
14998	Douglas Jamerson Elementary School cafeteria	YMCA of Greater St. Petersburg extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$10,468.31
14999	Maximo Elementary School cafeteria	YMCA of Greater St. Petersburg extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$6,197.67
15000	Melrose Elementary School cafeteria	YMCA of Greater St. Petersburg extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$6,197.67
15001	North Shore Elementary School cafeteria	YMCA of Greater St. Petersburg extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$10,468.31

<i>Control#</i>	<i>School Facilities</i>	<i>Using Party Event Name</i>	<i>Dates and Times Number of Days</i>	<i>Type Of Form or Contract</i>	<i>Amount</i>
15002	Northwest Elementary School cafeteria	YMCA of Greater St. Petersburg extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$6,197.67
15003	Sawgrass Lake Elementary School cafeteria	YMCA of Greater St. Petersburg extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$6,197.67
15004	Westgate Elementary School cafeteria	YMCA of Greater St. Petersburg extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$10,468.31
15005	Woodlawn Elementary School cafeteria	YMCA of Greater St. Petersburg extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$6,197.67
15006	Bauder Elementary School cafeteria	YMCA of the Suncoast extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$10,468.31
15007	Belcher Elementary School cafeteria	YMCA of the Suncoast extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$10,468.31
15008	Belleair Elementary School cafeteria	YMCA of the Suncoast extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$10,468.31
15009	Dunedin Elementary School cafeteria	YMCA of the Suncoast extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$6,197.67
15010	Frontier Elementary School cafeteria	YMCA of the Suncoast extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$6,197.67
15011	Fuguitt Elementary School cafeteria	YMCA of the Suncoast extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$10,468.31
15012	Lake St. George Elementary School cafeteria	YMCA of the Suncoast extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$10,468.31
15013	Plumb Elementary School cafeteria	YMCA of the Suncoast extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$10,468.31

<i>Control#</i>	<i>School Facilities</i>	<i>Using Party Event Name</i>	<i>Dates and Times Number of Days</i>	<i>Type Of Form or Contract</i>	<i>Amount</i>
15014	San Jose Elementary School cafeteria	YMCA of the Suncoast extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$10,468.31
15015	Skycrest Elementary School cafeteria	YMCA of the Suncoast extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$10,468.31
15016	Starkey Elementary School cafeteria	YMCA of the Suncoast extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$10,468.31
15017	Tarpon Springs Elementary School cafeteria	YMCA of the Suncoast extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$6,197.67
15018	Eisenhower Elementary School cafeteria	R'Club extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$6,197.67
15019	Fairmount Park Elementary School cafeteria	R'Club extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$6,197.67
15020	Gulfport Elementary School cafeteria	R'Club extended care	06/06/16 - 08/09/16 24	Exhibit Spreadsheet	\$6,048.59
15021	High Point Elementary School cafeteria	R'Club extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$6,197.67
15022	Lakewood Elementary School cafeteria	R'Club extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$10,468.31
15023	Lealman Ave. Elementary School cafeteria	R'Club extended care	06/06/16 - 08/09/16 24	Exhibit Spreadsheet	\$6,048.59
15024	McMullen Booth Elementary School cafeteria	R'Club extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$10,468.31
15025	New Heights Elementary School cafeteria	R'Club extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$10,468.31

<i>Control#</i>	<i>School Facilities</i>	<i>Using Party Event Name</i>	<i>Dates and Times Number of Days</i>	<i>Type Of Form or Contract</i>	<i>Amount</i>
15026	Rawlings Elementary School cafeteria	R'Club extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$6,197.67
15027	Ridgecrest Elementary School cafeteria	R'Club extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$10,468.31
15028	Sandy Lane Elementary School cafeteria	R'Club extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$10,468.31
15029	Seventy Fourth Street Elementary School cafeteria	R'Club extended care	06/06/16 - 08/09/16 24	Exhibit Spreadsheet	\$6,048.59
15030	Skyview Elementary School cafeteria	R'Club extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$10,468.31
15031	Sutherland Elementary School cafeteria	R'Club extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$10,468.31
15032	Walsingham Elementary School cafeteria	R'Club extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$6,197.67
15033	Lynch Elementary School cafeteria	YMCA of Greater St. Petersburg extended care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$10,468.31
15034	Palm Harbor University High School 1 classroom & teaching auditorium 1 x	Hidden Lakes HOA HOA meetings	09/08/16 - 06/08/17; 7:00pm - 9:00pm 10	Facility Lease	\$57.78 Direct Costs Apply
15035	Pinellas Technical College - St. Petersburg multi-purpose room G-8	Alpha Kappa Alpha Sorority, Inc. Organization orientation	09/10/16; 1:30pm - 6:30pm 1	Facility Lease	\$805.00
15036	Mildred Helms Elementary School cafeteria	Largo City of extneded care	06/06/16 - 08/09/16 39	Exhibit Spreadsheet	\$9,762.23

<i>Control#</i>	<i>School Facilities</i>	<i>Using Party Event Name</i>	<i>Dates and Times Number of Days</i>	<i>Type Of Form or Contract</i>	<i>Amount</i>
15037	Pinellas Park High School various classrooms & restrooms	ACT, Inc. ACT assessment testing	09/10/16, 10/22/16, 12/10/16, 02/11/17, 04/08/17, 06/10/17; 7:00am - 2:30pm 6	Facility Lease	\$1,938.00
15038	Seminole High School various classrooms & restrooms	ACT, Inc. ACT assessment testing	09/10/16 & 02/11/17; 7:00am - 2:30pm 2	Facility Lease	\$646.00
15039	East Lake High School various classrooms & restrooms	ACT, Inc. ACT assessment testing	09/10/16, 10/22/16, 12/10/16, 02/11/17, 04/08/17, 06/10/17; 7:00am - 2:30pm 6	Facility Lease	\$1,938.00
15040	Tarpon Springs High School various classrooms & restrooms	ACT, Inc. ACT assessment testing	09/10/16, 10/22/16, 12/10/16, 02/11/17, 04/08/17, 06/10/17; 7:00am - 2:30pm 6	Facility Lease	\$1,938.00
15041	Clearwater High School various classrooms & restrooms	ACT, Inc. ACT assessment testing	09/10/16, 10/22/16, 12/10/16, 02/11/17, 04/08/17, 06/10/17; 7:00am - 2:30pm 6	Facility Lease	\$1,938.00
15042	Palm Harbor University High School various classrooms & restrooms	ACT, Inc. ACT assessment testing	09/10/16, 10/22/16, 12/10/16, 02/11/17, 04/08/17, 06/10/17; 7:00am - 2:30pm 6	Facility Lease	\$1,938.00
15056	Osceola Fundamental High School 3 parking spaces in parking lot	Florida Road Testing, Inc. staging area for DMV road testing	09/15/16 - 02/22/17, Tues., Wed., Thurs. & Sat.; Weekdays, 2:00pm - 7:30pm, Sat. 8:00am - 5:00pm 24	Facility Lease	\$513.60
15057	Seminole Elementary School 1 classroom	Child Evangelism Fellowship of Lower Pinellas Good New Club - after school program	09/15/16 - 12/08/16, Thursdays; 2:45pm - 4:00pm, excludes non- school days and holidays 11	Facility Lease	\$374.00

<i>Control#</i>	<i>School Facilities</i>	<i>Using Party Event Name</i>	<i>Dates and Times Number of Days</i>	<i>Type Of Form or Contract</i>	<i>Amount</i>
15058	Melrose Elementary School 2 classrooms	Child Evangelism Fellowship of Lower Pinellas Good New Club - after school program	09/28/16 - 11/02/16, Wednesdays.; 3:00pm - 5:00pm; excludes 10/12/16 (non-school day) 5	Facility Lease	\$240.00
15059	Cypress Woods Elementary School 1 classroom	Kids Beach Club after school Bible Club	09/15/16 - 12/15/16, Thursdays; 3:00pm - 3:30pm; excludes non-school days & holidays 13	Facility Lease	\$442.00
15060	Palm Harbor University High School baseball field	Suncoast Baseball, LLC Grizzlies AAU fall baseball	09/13, 17, 20, 22, 24, 28, 10/1, 3, 12, 17, 19, 22, 26, 29, 11/1, 2/2016; 4:30pm - 6:30pm 16	Facility Lease	\$580.00
15061	Starkey Elementary School 1 classroom	Child Evangelism Fellowship of Lower Pinellas, Inc Good News Club - after school program	09/14, 21, 28, 10/5, 19, 26, 11/2, 9, 30, 12/7/16; 2:45pm - 4:00pm 10	Facility Lease	\$340.00
15064	Palm Harbor Univeristy High School band room, gymnasium, dirver's ed parking lot	Pageantry Arts Concepts, Inc. audition for the percussion ensemble - Ancient City Ensemble	09/25/16, 10/09/16, 10/16/16; 10:00am - 6:00pm 3	Facility Lease	\$1,979.00
15067	Northeast High School 1 classroom	SOA - Wrestling Business meetings of high school referees	09/19/16, 10/17/16, 11/07/16, 12/12/16; 6:00pm - 9:00pm 4	Additional Use Form	\$0.00 JUA: no charge if facility already open
15068	Dunedin High School football stadium	Clearwater Academy middle school football games	09/22/16, 11/03/16, 5:00pm - 7:00pm 2	Facility Lease	\$698.80
15072	Palm Harbor University High School 1 classroom	EF Education First International Ltd. Parent information meeting	09/20/16, 6:00pm - 8:00pm 1	Facility Lease	\$34.24

<i>Control#</i>	<i>School Facilities</i>	<i>Using Party Event Name</i>	<i>Dates and Times Number of Days</i>	<i>Type Of Form or Contract</i>	<i>Amount</i>
15074	North Shore Elementary School 1 classroom	Mad Science of Greater Tampa Bay after school science program	09/09/16 - 10/21/16, Fridays; 2:45pm - 3:45pm; did not use 10/07/16 6	Facility Lease	\$218.28
15075	Douglas Jamerson Elementary School 3 classrooms	Mad Science of Greater Tampa Bay after school science program	09/07/16 - 10/19/16, Wednesdays; 2:45pm - 3:45pm, excludes non-school days and holidays 6	Facility Lease	\$398.04
15076	Garrison-Jones Elementary School 2 classrooms	Mad Science of Greater Tampa Bay after school science program	09/12/16 - 10/17/16, Mondays; 2:45pm - 3:45pm 6	Facility Lease	\$308.16
15077	Palm Harbor University High School softball batting cages	Florida Real Zone Hitting and Training LLC youth softball batting practice	09/07/16 - 08/30/17, Wednesdays; 5:00pm - 10:00pm 42	Facility Lease	\$449.40
15078	Gibbs High School baseball field	Kem Mosley youth baseball game	09/24/16 & 09/24/16, 7:30am - 5:00pm 2	Facility Lease	\$380.00
15080	North Shore Elementary School 1 classroom	Girl Scouts of West Central Florida, Troop 571 troop meetings	09/08/16 - 05/18/17, every other Thursday, 6:15pm - 7:30pm, excludes non-school days & holidays 18	Facility Lease	\$0.00 Principal waived fee - participants are school's students only
15081	Tarpon Springs High School baseball field	Suncoast Baseball LLC youth baseball practices & games	09/12/16 - 10/27/16; 2:30pm - 5:00pm, practices, 4:00pm - 7:00pm, games 19	Facility Lease	\$0.00 Principal waived fee - participants are school's students only

<i>Control#</i>	<i>School Facilities</i>	<i>Using Party Event Name</i>	<i>Dates and Times Number of Days</i>	<i>Type Of Form or Contract</i>	<i>Amount</i>
15082	Pinellas Park Elementary School art room	Girl Scouts of West Central Florida, Troop 61708 troop meetings	09/13/16 - 05/23/17, Tuesdays; 6:00pm - 7:00pm 33	Facility Lease	\$0.00 Principal waived fee - participants are school's students only
15083	Seventy Fourth Street Elementary School playfield	Girls on the Run Tampa Bay After-school activity based youth development program	09/26/16 - 12/07/16, Mondays & Wednesdays; 3:15pm - 4:45pm; Excludes non-school days & holidays 20	Facility Lease	\$0.00 Fees waived - 501(c) (3) - participants are student's from the school only
15084	Sandy Lane Elementary School playfield	Girls on the Run Tampa Bay After-school activity based youth development program	09/27/16 - 12/08/16, Tuesdays & Thursdays 3:00pm - 4:30pm; Excludes non-school days & holidays 20	Facility Lease	\$0.00 Fees waived - 501(c) (3) - participants are student's from the school only
15085	Skycrest Elementary School playfield	Girls on the Run Tampa Bay After-school activity based youth development program	09/27/16 - 12/08/16, Tuesdays & Thursdays 3:00pm - 4:15pm; Excludes non-school days & holidays 20	Facility Lease	\$0.00 Fees waived - 501(c) (3) - participants are student's from the school only
15086	Woodlawn Elementary School playfield	Girls on the Run Tampa Bay After-school activity based youth development program	09/27/16 - 12/07/16, Tuesdays & Wednesdays 3:00pm - 4:30pm; Excludes non-school days & holidays 20	Facility Lease	\$0.00 Fees waived - 501(c) (3) - participants are student's from the school only

<i>Control#</i>	<i>School Facilities</i>	<i>Using Party Event Name</i>	<i>Dates and Times Number of Days</i>	<i>Type Of Form or Contract</i>	<i>Amount</i>
15087	Gulfport Elementary School playfield	Girls on the Run Tampa Bay After-school activity based youth development program	09/27/16 - 12/08/16, Tuesdays & Thursdays 3:05pm - 4:20pm; Excludes non-school days & holidays 20	Facility Lease	\$0.00 Fees waived - 501(c) (3) - participants are student's from the school only
15088	Pinellas Central Elementary School playfield	Girls on the Run Tampa Bay After-school activity based youth development program	09/26/16 - 12/09/16, Mondays & Fridays 3:00pm - 4:30pm; Excludes non-school days & holidays 20	Facility Lease	\$0.00 Fees waived - 501(c) (3) - participants are student's from the school only
15089	Highland Lakes Elementary School playfield	Girls on the Run Tampa Bay After-school activity based youth development program	09/27/16 - 12/08/16, Tuesdays & Thursdays 2:45pm - 4:15pm; Excludes non-school days & holidays 20	Facility Lease	\$0.00 Fees waived - 501(c) (3) - participants are student's from the school only
15090	Ridgecrest Elementary School playfield	Girls on the Run Tampa Bay After-school activity based youth development program	09/27/16 - 12/09/16, Tuesdays & Fridays 3:00pm - 4:30pm; Excludes non-school days & holidays 20	Facility Lease	\$0.00 Fees waived - 501(c) (3) - participants are student's from the school only
15091	James B. Sanderlin PK-8 School playfield	Girls on the Run Tampa Bay After-school activity based youth development program	09/26/16 - 12/07/16, Mondays & Wednesdays 2:45pm - 4:00pm; Excludes non-school days & holidays 20	Facility Lease	\$0.00 Fees waived - 501(c) (3) - participants are student's from the school only

<i>Control#</i>	<i>School Facilities</i>	<i>Using Party Event Name</i>	<i>Dates and Times Number of Days</i>	<i>Type Of Form or Contract</i>	<i>Amount</i>
15092	Oakhurst Elementary School science lab portable	Kindermusik of Tamp Bay Way Kool Keyboarding classes	09/13/16 - 05/18/17, Wednesdays & Thursdays; 3:00pm - 5:00pm 39	Facility Lease	\$1,585.74
15093	Northeast High School outside basketball courts	St. Petersburg City of St. Pete Junior Tritons Basketball Program	09/14/16 - 03/01/17, Mondays - Thursdays; 6:00pm - 9:00pm 100	Additional Use Form	\$432.00 JUA - direct costs apply
15094	Dixie Hollins High School baseball field	IBC Baseball Inc. / Kenneth City Rebels Youth baseball practices & games	09/20, 22, 27, 29, 10/1, 4, 6, 11, 13, 17, 18, 20, 25, 27, 29, 11/1, 3, 8, 10 & 12/16; 5:00p - 7:30p 20	Facility Lease	\$160.50
15096	Palm Harbor Univeristy High School cafeteria	Girl Scouts of West Central Florida, Troop #1142 Family fun night	09/30/16; 5:00pm - 9:00pm 1	Facility Lease	\$0.00 Principal waived room fee
15123	North Shore Elementary School 1 classroom	Pegasus Services, LLC Spanish Club	9/14/16 - 11/3/16, Wed. & Thurs.; 2:45pm - 4:15pm Wed & 2:45pm - 3:45pm Thurs. 16	Facility Lease	\$0.00 Principal waived room fees

<i>Control#</i>	<i>School Facilities</i>	<i>Using Party Event Name</i>	<i>Dates and Times Number of Days</i>	<i>Type Of Form or Contract</i>	<i>Amount</i>
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Summary of Cost Recovery for Fiscal-Quarter 1

<i>Plant Operations and Other Personnel Charges:</i>	\$150,478
<i>Rooms, Fields and Other Charges:</i>	\$321,889
<i>Utility Surcharges:</i>	\$5,942
<i>Sales Tax:</i>	\$2,429
	=====
<i>Total Facility Fees Processed This Fiscal Quarter</i>	\$480,738

*Note: Sub-Accounts May Not Equal Total Because of Rounding.
Prepared by the Real Estate Department.*

ADOPTED

REQUEST FOR APPROVAL (ID # 6074)

December 6, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of Change Order No. 1 With Florida Pipe Lining Solutions, LLC to Replace Thirty-Five (35) Identified Isolation Valves. This change order will increase the contract amount by \$56,629.98 with no time extension at Tarpon Springs High School, Project No. 01631553.

BACKGROUND:

On April 26, 2016, the board approved the restoration of potable water piping at Tarpon Springs High School with Florida Pipe Lining Solutions, LLC in the amount of \$394,093. During construction it was found that thirty-five (35) isolation valves needed to be located and replaced in order to eliminate the presence of plumbing components that could cause contamination of the water. This change order is for the replacement of those isolation valves at a total cost of \$56,629.98.

STRATEGIC DIRECTION: Effective and Efficient Use of Resources

ALTERNATIVES:

1. Approve the Change Order.
2. Do not approve the Change Order.

RECOMMENDATIONS:

Alternative No. 1 is recommended.

RATIONALE:

It is necessary to increase the scope of work in the contract with Florida Pipe Lining Solutions in order to ensure the quality of the water.

FINANCIAL IMPACT:

The financial impact to this change order is \$56,629.98. The total financial impact of this project is \$450,722.98. The source of this funding is District Capital Outlay.

DATA SOURCES:

Keith Williams, Sr. Projects Coordinator
 Melissa Hinote, Manager Support Services
 Florida Pipe Lining Solutions, LLC

SUBMITTED BY:

Clint Herbic, Associate Superintendent, Operational Services

ATTACHMENTS:

- Tarpon Springs High School Change order (PDF)

CHANGE ORDER

Facilities Design & Construction Department



PINELLAS
COUNTY
SCHOOLS

SCHOOL: Tarpon Springs High School

PROJECT NO.

PROJECT: Restoration of domestic water lines

CHANGE ORDER NO. 1

PURCHASE ORDER NUMBER: 051630

- ORIGINAL CONTRACT AMOUNT: \$ 394,093.00
- ORIGINAL CONTRACT COMPLETION DATE: 8/31/2016

CHANGE(S) AND REASON(S) FOR THIS CHANGE ORDER: During construction it was discovered that (35) isolation valves needed to be located and replaced to eliminate plumbing components that could cause contamination of the water.
 (Use space provided on back of page if more space is required.)

- THE OWNER AUTHORIZED THE CONTRACTOR TO MAKE THE FOLLOWING CHANGE(S) IN THE CONTRACT DATED: 7/12/2016

FOR THESE CHANGES: (ADD TO/ DEDUCT FROM) THE CONTRACTOR, IN ACCORDANCE WITH THE CONDITIONS OF THE CONTRACT, THE SUM OF:
\$ 56,629.98

• STATUS OF THE ACCOUNT	CURRENT CONTRACT AMOUNT:	\$	<u>394,093.00</u>
	ADDITION TO CONTRACT:	\$	<u>56,629.98</u>
	DEDUCTIONS TO CONTRACT:	\$	
	REVISED CONTRACT AMOUNT:	\$	<u>450,722.98</u>

- PREVIOUS TIME EXTENSIONS 0
- ADDITIONAL TIME NEEDED FOR THIS CHANGE ORDER IS 0 CALENDAR DAYS.
- REVISED CONTRACT COMPLETION DATE N/A.

ARCHITECT/ENGINEER CERTIFICATION: In my considered professional opinion as project architect/engineer, the prices quoted in this change order are both fair and reasonable, and in the proper ratio to the cost of the original work contract under benefit of competitive bidding.

Architect/Engineer Approved:

Keith Williams 11/18/16
 Signature Date

Keith Williams
NAME

Pinellas County Schools
FIRM

Sr. Projects Coordinator
TITLE

Contractor Acceptance:

Randy L. Hromyak 11/18/16
 Signature Date

RANDY L. HROMYAK
NAME

FLORIDA PIPE-LINING SOLUTIONS, LLC
FIRM

EXECUTIVE VICE PRESIDENT
TITLE

Owner Approved:

Michael A. Grego, Ed.D., Superintendent _____
 Date

ADOPTED

REQUEST FOR APPROVAL (ID # 6068)

December 6, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of the Total Project Cost for Pinellas Park Elementary School for Project No. 9117, in the Amount of \$700,000, and the Agreement With Fleischman Garcia Architects for Architectural and Engineering Design Services and Construction Administration

BACKGROUND:

Pursuant to Section 287.055 Florida Statutes, negotiations were conducted for architectural and engineering services in connection with the windows replacement at Pinellas Park Elementary School. Fleischman Garcia Architects was selected from the shortlist as the design professional to perform these services. This agreement is the result of these negotiations.

The total project cost, including administration, design and construction will be \$700,000. If the cost of the project exceeds this amount, an agenda item will be brought to the Board to approve the increase. The cost of the design agreement which is included within the total project cost is \$53,223. A copy of the agreement is attached.

STRATEGIC DIRECTION: Effective and Efficient Use of Resources

ALTERNATIVES:

1. Approve the total project cost in the amount of \$700,000 and the agreement.
2. Do not approve the total project cost in the amount of \$700,000 and the agreement.

RECOMMENDATIONS:

Alternative No. 1 is recommended.

RATIONALE:

Approval of the total project cost and design agreement are necessary to proceed with the windows replacement at Pinellas Park Elementary School.

FINANCIAL IMPACT:

The total financial impact of this project is \$700,000. The financial impact of this agreement is \$53,223. The source of this funding is District Capital Outlay.

DATA SOURCES:

David Koperski, School Board Attorney
 Pem Nelmida, Structural Engineer
 Joe Maceda, Financial Reporting Analyst
 John Cutler Kelly, Fleischman Garcia Architects

SUBMITTED BY:

Request for Approval (ID # 6068)

Meeting of December 6, 2016

Clint Herbic, Associate Superintendent, Operational Services

ATTACHMENTS:

- Pinellas Park EL Proj# 9117 PAE AGREEMENT (PDF)

AGREEMENT

THIS AGREEMENT, made and entered into this **6th day of December, 2016**, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, hereinafter referred to as the "Board" and **Fleischman Garcia Architects**, hereinafter referred to as the "Project Architect/Engineer" or the PA/E:

WITNESSETH

WHEREAS, the Board intends to construct the **Windows Replacement at Pinellas Park Elementary School, Project No. 9117**, hereinafter referred to as the "Project;" and

WHEREAS, the Board has established an estimated total project cost of **\$700.000** 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 **Windows Replacement at Pinellas Park Elementary School, Project No. 9117**, and scheduled for approval by the Board on the **6th day of December, 2016** and to provide construction administration during the construction of the Project and cooperate with the Facilities Design & Construction Department.

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 Facilities Design & Construction Department'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 Facilities Design & Construction Department 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, architectural design, structural, engineering.

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 Facilities Design & Construction Department a written interpretation which will bind both parties. Upon such written request, the Facilities Design & Construction Department will respond within **thirty (30)** working days after the date appearing on the request. Upon application of and receipt from the Facilities Design & Construction Department of an interpretation of the program, the parties to this Agreement and subsequent agreements will be bound by such interpretation.

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 Facilities Design & Construction Department will personally approve for presentation to the Board. Only changes after the Facilities Design & Construction

Department'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 Facilities Design & Construction Department 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, structural, 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 Facilities Design & Construction Department 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 Facilities Design & Construction Department 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. Provide Field reports for site visits inspections, including consultants,
8. prepare change orders and/or field orders,
9. prepare punch lists, inspect completed work and edit punch lists as conditions warrant,
10. issue and sign Certificates of Substantial Completion,
11. issue and sign Certificates of Final Inspection,
12. 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 Facilities Design & Construction Department 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 Facilities Design & Construction Department 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 Facilities Design & Construction Department 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 Facilities Design & Construction Department) 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 Facilities Design & Construction Department.

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 Facilities Design & Construction Department 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, Facilities Design & Construction Department, 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 hard bid result, 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 **\$150** 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 **\$53,223** 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 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:

(None at this time)

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):

Upon Board approval of Phase I Documents\$16,925

B. Preliminary Design Phase (Phase II):

Upon Board approval of Phase II Documents\$15,488

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

100% complete Phase III Documents (Upon DOE or Facilities Design & Construction Department's approval including satisfaction of the permit review mandatory's).....\$8,400

D. Bidding Phase IV.....\$1,770

E. Construction Phase (Phase V): During the construction phase of the Project, the PA/E will be paid the fee of **\$10,640** 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 Facilities Design & Construction Department in writing or otherwise expressly stated herein:

A. Following approval of this Agreement, the Schematic Design Phase I submittal for the Project shall be submitted to the Facilities Design & Construction Department within **twenty-one (21)** calendar days.

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 Facilities Design & Construction Department within **twenty-one (21)** calendar days.

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 Facilities Design & Construction Department within **eighteen (18)** calendar days.

D. Any required revisions to a design phase to obtain State of Florida (DOE), Board, or Facilities Design & Construction Department 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 **\$150** 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 FACILITIES DESIGN & CONSTRUCTION

DEPARTMENT. The PA/E shall work in cooperation with the Facilities Design & Construction Department on all phases of the Project. The Facilities Design & Construction Department 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 Facilities Design & Construction Department 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 Facilities Design & Construction Department 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 Facilities Design & Construction Department 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.

XVII. PUBLIC RECORD LAW. Public Records: Section 119.0701, Florida Statutes, requires that the Contractor comply with Florida's public records laws with respect to services performed on behalf of the School Board. Specifically, the statute requires that the Contractor:

- a. Keep and maintain public records required by the School Board to perform the service.
- b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the Contractor does not transfer the records to the School Board.
- d. Upon completion of the Agreement, transfer, at no cost, to the School Board all public records in the possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e. A request to inspect or copy public records relating to this Agreement must be made directly to the School Board. If the School Board does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and

the Contractor must provide the records to the School Board or allow the records to be inspected or copied within a reasonable time.

- f. The failure of the Contractor to comply with these provisions, if applicable, shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board and may also result in penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, HOLLY MANNING, SUPERVISOR OF RECORDS MANAGEMENT AT 727-793-2701 X 2021, 2929 COUNTY ROAD 193, CLEARWATER, FL 33759, manningh@pcsb.org.

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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: _____
Chairperson

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

**Fleischman Garcia Architects
195 - 4th Avenue North
Safety Harbor, FL 34695**

By: John Cutler Kelly
Title: President

John Cutler Kelly
print or type name

Approved as to Form:

Shirley J Wallace
School Board Attorney

ADOPTED

REQUEST FOR APPROVAL (ID # 6069)

December 6, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of Agreement With Ajax Building Corporation for Pre-Construction Management (CM) Services in Connection With New Construction, Remodel, and Renovations in the Amount of \$79,267.77 at Pinellas Technical College, Clearwater, Project No. 4518

BACKGROUND:

The Pinellas Technical College, Clearwater, project No. 4518 was approved by the Board on June 28, 2016, for the estimated total project cost of \$15,000,000.

Pursuant to Section 287.055 Florida Statutes, a competitive selection process was used and negotiations were conducted with the selected firm for CM services in connection with New Construction, Remodel, and Renovations at Pinellas Technical College, Clearwater. The CM services include preconstruction (design) phase services, scheduling, cost estimating, constructability reviews and value engineering.

This agreement will compensate the CM for pre-construction services in the amount of \$79,267.77 and is included in the overall total project cost.

Once the design documents are sufficiently complete, a Guaranteed Maximum Price for the cost of 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: Career and College Readiness

ALTERNATIVES:

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

RECOMMENDATIONS:

Alternative No. 1 is recommended.

RATIONALE:

Approval of the agreement is necessary to proceed with the CM services for this project.

FINANCIAL IMPACT:

The total financial impact of this project is \$15,000,000.00. The financial impact of this agreement is \$79,267.77. The source of this funding is General Workforce Development.

DATA SOURCES:

Request for Approval (ID # 6069)

Meeting of December 6, 2016

David Koperski, School Board Attorney
Scott Livernois, Senior Construction Coordinator
Joe Maceda, Financial Reporting Analyst
William P. Byrne, Ajax Building Corporation

SUBMITTED BY:

Clint Herbic, Associate Superintendent, Operational Services

ATTACHMENTS:

- PinellasCollege Clw Proj 4518 CM AGREEMENT (PDF)

Pinellas County Schools

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

PROJECT NO.: **4518**

PROJECT NAME AND LOCATION: **Multi-Phase Renovation Project**
Pinellas Technical College, Clearwater
6100 154th Ave. N.
Clearwater, FL 33760

CONSTRUCTION MANAGER: **Ajax Building Corporation**
109 Commerce Blvd.
Oldsmar, FL 34677
(813) 792-3900

ARCHITECT-ENGINEER: **Holmes Hepner & Associates Architects**
601 S. Boulevard #101
Tampa, FL 33609
(813) 229-0614

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Attachment: PinellasCollege Clw Proj 4518 CM AGREEMENT (6069 : Req. Approv. Ajax Bldg. Corp.Pinellas Technical College CLR #4518)

**AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER**

THIS AGREEMENT made this **6th** day of **December** in the year **2016**, by and between **The School Board of Pinellas County, Florida**, hereinafter called the "Owner", and

Ajax Building Corporation
109 Commerce Blvd.
Oldsmar, FL 34677
PHONE: (813) 792-3900 **FEDERAL TAX I.D. NUMBER: 59-0969709**

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. 4518, Multi-Phase Renovation Project
Pinellas Technical College, Clearwater
6100 154th Ave. N.
Clearwater, FL 33760

hereinafter called the "Project," constructed pursuant to drawings, specifications and other documents prepared by or to be prepared by,

Holmes Hepner & Associates Architects
601 S. Boulevard #101
Tampa, FL 33609
(813) 229-0614

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

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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. 4518, Multi-Phase Renovation Project at Pinellas Technical College, Clearwater, 6100 154th Ave. N., Clearwater, FL 33760,**" between the Owner and the Construction Manager supersedes any prior negotiations, representations or agreements with respect to the Project. When the drawings, specifications and other Construction Documents are sufficiently complete to allow the Construction Manager to begin Construction Phase Services, an amendment to this Agreement shall be signed by the Owner and Construction Manager acknowledging a Partial Guaranteed Maximum Price (Partial GMP) and the Construction Documents on which such Partial GMP is based. When drawings, specifications and other descriptive documents defining the work to be included in the guaranteed maximum price (GMP) are complete, an Amendment to the Agreement shall be signed by the Owner and the Construction Manager, acknowledging the GMP amount and the drawings, specifications and other descriptive documents upon which the GMP is based. To expedite the preparation of this GMP Amendment by the Owner, the Construction Manager shall obtain three (3) sets of signed, sealed and dated drawings, specifications and other documents upon which the GMP is based from the Architect-Engineer. The Construction Manager shall acknowledge, by signature, on the face of each document of each set that it is the set upon which the Construction Manager based its GMP and shall send one set of the documents to the Owner's Contracts Administrator along with its GMP proposal, while keeping one set for itself and returning one set to the Architect-Engineer.

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

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

1.3 Definitions:

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

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

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

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

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

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

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

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

Permits - According to the requirements of the Pinellas County School District Facilities Planning, 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. 4518, Multi-Phase Renovation Project at Pinellas Technical College, Clearwater, 6100 154th Ave. N., Clearwater, FL 33760,"

necessary to build the component parts of the project.

ARTICLE 2 CONSTRUCTION MANAGER'S SERVICES

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

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

2.1 PROJECT MANUAL

- (1) Within 30 days after the execution of this Agreement, the Construction Manager shall develop a comprehensive Project Manual describing the services set forth in this Agreement. This shall provide a plan for the control, direction, coordination and evaluation of work performed throughout the project organization including identification of Key personnel, responsibilities of Construction Manager, Owner and Architect-Engineer; work flow diagrams; and strategy for subcontracting the work. The Project Manual shall be updated as necessary throughout the design, construction and Owner occupancy phases. Three copies of the Project Manual and any updates shall be submitted to the Owner and Architect-Engineer. In developing the Project Manual, the Construction Manager shall coordinate with the Owner and the Architect-Engineer.
- (2) Contents of Project Manual - The Project Manual shall describe in detail the procedures for executing the work and the organizations participating. The Project Manual shall include as a minimum the following sections:
 - (a) Project Definition - The known characteristics of the project or subprojects shall be described in general terms which will provide the participants a basic understanding of the project or sub-projects.
 - (b) Project Goals - The schedule, budget, physical, technical and other objectives for the project shall be defined.
 - (c) Project Strategy - A narrative description of the project delivery methods which will be utilized to accomplish the project goals.
 - (d) Project Work Plan - A matrix display of the program of work to be performed by the Construction Manager, the Architect-Engineer and the Owner during each phase of the project.
 - (e) Project Organization - A summary organization chart showing the interrelationships between the Owner, the Construction Manager and the Architect-Engineer, and other supporting organizations and permitting review agencies. Detailed charts, one each for the Construction Manager, the Architect-Engineer, and the Owner showing organizational elements participating

in the project.

- (f) Responsibility Performance Chart - A detailed matrix showing the specific responsibilities and interrelationships of the Owner, the Architect-Engineer, and Construction Manager. The Responsibility Performance Chart shall indicate major responsibility, and minor responsibility, for each specific task required to deliver the project. The Construction Manager shall develop a similar chart for the personnel within its own organization who are assigned to the project, and also for the personnel of the Owner and the Architect-Engineer from data supplied by each.
- (g) Flow Diagrams - These charts shall display the flow of information and the decision process for the review and approval of shop drawings and submittals, progress and change orders.
- (h) Written Procedures - The Construction Manager will provide written procedures for communications and coordination required between Construction Team members throughout the project. Procedures shall cover such items as correspondence, minutes, reports, inspections, team meetings, technical reviews, design reviews, and other necessary communications.

2.2 PRE-CONSTRUCTION SERVICES - DESIGN REVIEW AND RECOMMENDATIONS

- (1) Review and Recommendations and Warranty - The Construction Manager shall familiarize itself thoroughly with the project requirements, educational specifications, construction site, preliminary budget and the evolving architectural, structural, civil, mechanical, plumbing and electrical plans and specifications and shall follow the development of design from Schematics through Working Drawings. The Construction Manager shall make recommendations with respect to the selection of systems and materials and cost reducing alternatives, including value engineering and including assistance to the Architect-Engineer and Owner in evaluating alternative comparisons versus long term cost effects. The evaluation shall speak to the benefits of the speed of erection and early completion of the project. The Construction Manager shall furnish pertinent information as to the availability of materials and labor that will be required. It shall submit to the Owner and Architect-Engineer such comments as may be appropriate concerning construction feasibility and practicality. Without assuming any design or engineering responsibilities, the Construction Manager shall call to the Owner's and the Architect-Engineer's attention any apparent defects in the design, drawings and specifications or other documents, including, without limitation, any issues regarding constructability and/or compliance with applicable laws, rules, codes, design standards, and ordinances. The Construction Manager shall prepare an estimate of the construction cost for each phase of design as documented in the Architect-Engineer agreement with the School Board. The Construction Manager shall provide such information in a written report to the Owner prior to payment for each phase of design.
- (2) Renovations of Existing Facilities - 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 payment for each phase of design.
- (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 21 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 office 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.

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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 less than \$6,000, no minimum number of quotations are required. The Construction Manager shall obtain a written proposal for the work.

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- 2. Contracts exceeding \$6,000, but not exceeding \$50,000 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 \$50,000 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 \$50,000, 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 \$50,000, the Construction Manager shall establish a pre-qualification procedure for applicable subcontract trades.
 - (e) For all subcontracts exceeding \$50,000, 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 if provided by the Owner, and the location of electric and utility lines and water, sanitary, sewer and storm drain lines if 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. All Public Works Bonds shall be recorded with a cover page in compliance with Florida Statutes 255.05 (1) (a).

The form of the aforementioned Performance Bond shall be in accordance with AIA Document A312, 2010 Edition.

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 a policy holder's rating of A and required financial rating of class 5.
 - 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.

(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 pre-substantial 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 pre-substantial 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) thumb drive 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. Contractor's Guarantee (format as shown in specifications and on contractor's letterhead). The guarantee shall be for the period of one year from the date of Final Substantial Completion.
 2. Certified list of subcontractors and material suppliers (notarized)
 3. Waivers of Claim for Contractor (notarized)
 4. Consent of Surety to Final Payment for the Contractor (AIA G707)
 5. Punch List Completion Certificate signed by Principal, Project Architect/Engineer, Contractor, Facilities Design & Construction office and signed off punch list
 6. Letter certifying payment of all applicable taxes by general contractor
 7. Assignment of Antitrust Claims

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8. Certificate of Insurance with letter certifying insurance will remain in force
9. Absence of Asbestos Friable Materials Certification for roof, plumbing, mechanical, and electrical
10. Specifications and Record drawings "As-Built" files shall include: one electronic copy in Auto CAD and one electronic copy in PDF. Both PDF and Auto CAD individual files shall be named as per the contract documents index.
11. Florida Inventory School House (FISH) drawings (provided by designer)
12. One copy of the following certifications:
 - a. Deluge System
 - b. Fire Protection System
 - c. Ansul System Certification
 - d. Emergency Eyewash and Drench Shower Certification
13. Point by Point Controls Verification Letter
14. "Warranty, Training and Equipment Transfer File" including the following items:
 - a. Master Notarized List of each warranty
 - b. Original copy of signed warranties as listed on Master List
 - c. Copy of construction manager, general contractors, and subcontractors warranties with their phone number and address
 - d. List of training as per specifications including video of the training and training sign-in sheets.
 - e. List of portable equipment and its cost being transferred to school/maintenance department.
 - f. Inventory list of all equipment.
15. Original certifications of the following:
 - a. Engineer approval of HVAC Test and Balance Report and final 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 color schedule
 - g. Division 27
 - copies of initial testing
 - preliminary system performance testing
 - preliminary equalization of completed systems
 - final proof of performance testing of completed system
 - h. Water
 - HVAC Water treatment test report
 - Back Flow Certification
 - Drinking Water Microbial Sample Collection & Laboratory Report
16. Provide the following OEF and AIA Forms:
 - a. OEF 110A Project Implementation Information
 - b. OEF 110B Certificate of Occupancy
 - c. OEF 208 Letter of Transmittal
 - d. OEF 208A Facility Space Chart/Net and Gross Square Footage
 - e. OEF 209 Certificate of Final Completion
 - f. AIA G704 - 2000 Certificate of Substantial Completion
 - g. FCO 564 PS Cost of Construction (for new schools, replacement schools or addition to existing school only)
17. Copies of completed project plaques, all inspection requests, and permit
18. Signed transmittal of attic stock delivered to facility

(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
- CM 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

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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: **This schedule shall be modified to match the PAE agreement or when the CM is contracted.**

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.

2.4.6.1 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 must 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 or provide a substitute insurance product similar to Zurich "Subguard" which is acceptable to the owner. 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 Subcontractors 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 D. This Partial GMP, including cost of the work, in the amount of **\$3,000,000** 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 shall be required to furnish documentation of proposed expenditures for approval charged to this contingency prior to the release of funds by the Owner. Documentation for use of the contingency shall be as determined by the Construction Team and documented on an Owner approved form included in the Project Manual and displayed monthly in the PMIS. The Architect-Engineer shall verify the actual costs. If subcontracts or supply contracts are received below the applicable line items in the GMP, the surplus will be added to the contingency.

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

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

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

ARTICLE 7
SCHEDULE, TIME OF COMMENCEMENT, SUBSTANTIAL COMPLETION AND PENALTIES

- 7.1 At the earlier of the time a Guaranteed Maximum Price (GMP) or a Partial GMP is established, as provided for in Article 7, a project substantial completion date, a project final completion date and an Owner Occupancy date for completion of the project in accordance with the Master Project Schedule, shall also be established by the Construction Team. The Construction Manager agrees to complete the construction in accordance with the agreed upon substantial completion date, final completion date and Owner Occupancy date.
- 7.2 The Owner and Construction Manager acknowledge that failure to complete the project within the construction time set forth in the approved schedule will result in substantial damages to the Owner including, without limitation, delay damages, inconvenience, additional overhead and costs likely to be sustained by the Owner. Penalties for failure to comply with the terms of this Agreement, as provided for by Florida Statutes s. 1013.47, will be determined and identified by the Owner's designated representative at the time a GMP is established for all of the project, or a Partial GMP is established for a portion of the project, as appropriate.
- 7.2.1 Liquidated Damages for Substantial Completion - The Construction Manager shall pay the Owner the sum of: **Five Hundred dollars (\$500)** per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth in the Contract Documents for Substantial Completion of each phase, if phased, or the Project, if not phased.
- Owner and Construction Manager acknowledge that any sums due and payable hereunder by the Construction Manager shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs likely to be sustained by the Owner as estimated at the time of executing this Agreement. If the Owner reasonably believes in its discretion that Substantial Completion will be delayed, the Owner shall be entitled, but not required, to withhold any amounts otherwise due the Construction Manager an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when in the Owner's discretion the Construction Manager overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Construction Manager those funds withheld, but no longer applicable, as liquidated damages.
- Substantial Completion, in the context of this Agreement, does not refer to any prior dates wherein the Owner employs other contractors to work on the same site of the Project.
- 7.2.2 Prior to 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, As Built Documents 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 to 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 2.2(1), 2.2(2), 2.2(3), 2.4.3(1), 2.4.4 and for profit and overhead related to these services, a fixed amount lump sum total that has been reviewed and approved in the amount of \$ (~~\$79,267.77~~) shall be due upon satisfactory completion of the work associated with the following phases according to the following breakdown: **Project No. 4518, Multi-Phase Renovation Project at Pinellas Technical College, Clearwater, 6100 154th Ave. N., Clearwater, FL 33760**

(a)	Schematic Design Phase I	<u>\$ 22,194.98</u>
(b)	Preliminary Design Phase II	<u>\$ 20,609.62</u>
(c)	Construction Documents Phase III / Establishment of GMP	<u>\$ 36,463.18</u>
	TOTAL:	<u>\$ 79,267.78</u>

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

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

The Construction Manager's compensation for work or services performed during the Construction Phase shall be **an amount that shall not exceed (\$883,415.52)**. This is based on an anticipated construction duration of **Fifteen (15)** months. The total Construction Phase Compensation shall be paid in equal monthly installments divided over the full duration of the project and billed on a monthly basis. The first monthly payment shall become due thirty days following the submission by the Construction Manager of a GMP or Partial GMP as provided for in Article 6 above. If construction is authorized only for a part of the project or if the Construction Manager is performing work under a Partial GMP, the compensation shall be proportionate to the amount of work authorized by the Owner or included within the Partial GMP.

(1) Costs and Expenses Included - The following are included in the Construction Manager's compensation for services during the Construction Phase:

(a) **Salaries or other compensation of the Construction Manager's managerial and/or supervisory employees at its principal office and branch offices.** The Construction Manager's managerial and/or supervisory personnel, included in this provision, who are to be assigned to the Project during the construction phase, their duties and responsibilities to this Project, and the duration of their assignments are shown on Exhibit A.

(b) The costs of all data processing staff and the duration of their assignments are shown on Exhibit A.

(c) **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.

(d) General operating expenses incurred in the management and supervision of the project, except as expressly included in Article 9.

- (e) Those services set forth in Article 2.3(8), and (9).
- (f) Minor expenses at the site, such as telephone service, expressage, postage, and janitorial supplies in connection with the Project.
- (g) The cost of administering the Direct tax saving purchase program. This cost shall include all expenses necessary for the Construction Manager to safeguard and store all Owner Direct tax saving purchases.

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

- (2) Adjustments in Compensation - For changes in the project as provided in Article 10, the construction phase compensation shall be adjusted as follows:
 - (a) The Construction Manager shall be paid additional compensation subject to negotiation if the Construction Manager is placed in charge of reconstruction of an insured or uninsured loss excluding any condition that may have been caused by the negligent acts of the Construction Manager or anyone for whom the Construction Manager is responsible under this Agreement.
 - (b) If, at the time of the establishment of the GMP, or Partial GMP as applicable, as described in Article 6, the duration of construction differs from the above (measured by reference to the Owner Occupancy date referenced in Article 7 above), the construction phase compensation shall be re-negotiated and revised.
 - (c) Construction Manager's Exclusive Remedy (No Fault by Construction Manager): To the extent that the construction Substantial or Final Completion date is extended due to an act or neglect of the Owner or the Architect-Engineer, and without the fault of the Construction Manager, or where such extension is solely attributable to the Owner or the Architect-Engineer, the Construction Manager's sole and exclusive remedy is an extension of the construction completion date and payment of additional Compensation for Construction Services and additional Overhead necessitated by such delay. It is expressly understood by the parties that this provision is intended only to compensate the Construction Manager for expenses actually incurred as direct costs of construction exclusively related to the scope of work suffering delay and is not intended to provide additional profit or compensation to the Construction Manager except as may be agreed to by the Owner.
 - (d) Construction Manager's Exclusive Remedy (Contributory Fault of Construction Manager and Owner and/or Architect-Engineer): To the extent that the construction Substantial or Final Completion date is extended due to any act or neglect or confluence of acts or events for which both the Owner (and/or Architect-Engineer) and the Construction Manager are at fault, regardless of the proportion of fault attributable to either, the Construction Manager's sole and exclusive remedy is an extension of the construction completion date and such additional Compensation for Construction Services subject to negotiation with the Owner, except that any such additional compensation SHALL NOT include any provision for profit to the Construction Manager.

- 8.1.3 Overhead and Profit for Construction Phase - For overhead, profit and general expenses of any kind, except as may be expressly included in Article 9, for services provided during and related to the construction phase, the total amount of compensation shall be **(4.30%) of the Cost of the Project as defined in Article 8.1.4** and shall be paid proportionally to the ratio of the cost of the work in place, including stored materials and less retainage (see Article 12.1), as it bears on the latest estimate of the total construction cost or to the GMP or to the Owner's Construction Budget, whichever is less. The balance shall be paid when construction of the project is finally completed and occupancy of the project accepted by the Owner. If construction is

authorized only for a part of the project, or if the Construction Manager is performing work under a Partial GMP, the amount of compensation shall be proportionate to the amount of work authorized by the Owner or included within in the Partial GMP.

- 8.1.4 Limitation on Construction Manager's Compensation – To the extent any provision of this Article 8 requires the calculation of the Construction Managers' compensation with reference to a percentage of the Cost of the Project, including, without limitation, any fees, overhead, profit or other compensation, the Cost of the Project shall be deemed to exclude the following: preconstruction 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 salaries 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, 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 equipment, materials, and supplies incorporated in the Project, including costs of transportation and storage thereof. Cost of 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 remains 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. **Excluded as a direct cost item is power and hand tools with a value of \$300 or less per single item this would include rental of such items.**
- (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 temporary facilities
- (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 bonds which the Construction Manager is required to procure by this Agreement specifically for the construction project. The cost for the Construction Manager's premiums for bond and insurance shall not be included in the calculation for overhead and profit as stipulated in Article 8.1.4. The cost for subcontractors bond and insurance premiums, including Subguard when applicable shall be considered a Direct Cost item.

- (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) Costs for trash and debris control and removal from the site.
- (10) Cost incurred due to an emergency affecting the safety of persons and property.
- (11) 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.

- (12) 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.
- (13) 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.
- (14) 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.
- (15) Costs of all reproductions used for bidding or information purposes required by the project to directly benefit the project.
- (16) Costs for watchman and security services for the project.
- (17) 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.
- (18) Costs for such temporary facilities during construction, as approved by the Owner, including temporary water, heat, power, sanitary facilities, telephones and radios.
- (19) 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 with prior approval of owner.
- (20) 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.

Attachment: PinellasCollege Clw Proj 4518 CM AGREEMENT (6069 : Req. Approv. Ajax Bldg. Corp.Pinellas Technical College CLR #4518)

- (21) Costs for scheduling the services of the owners recommended independent testing laboratories and providing the necessary testing of materials to ensure conformance to contract requirements.

**ARTICLE 10
CHANGE IN THE PROJECT**

10.1 Change Orders - The Owner, without invalidating this Agreement, may order Changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions, the GMP, and the current construction schedule, being adjusted accordingly. All changes in the Project not covered by an authorized contingency shall be authorized by Change Order signed by the Owner before the change is implemented.

10.1.1 A Change Order is a written order to the Construction Manager signed by the Owner, issued after the execution of this Agreement, authorizing a Change in the Project, the Construction Manager's fee, or the current construction schedule. Each adjustment in the GMP resulting from a Change Order shall clearly separate the amount attributable to the Cost of the Project.

10.1.2 The increase or decrease in the Guaranteed Maximum Price resulting from a change in the Project shall be determined in one or more of the following ways:

- (1) by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Architect-Engineer and Owner;
- (2) by unit prices stated in the Agreement or subsequently agreed upon;
- (3) by cost as defined in Article 9 and a mutually acceptable fixed or percentage fee; or
- (4) by the method provided in Subparagraph 10.1.3.

10.1.3 If none of the methods set forth in Clause 10.1.2 is agreed upon, the Construction Manager, provided it receives a written order signed by the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures and savings of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Architect-Engineer will establish an estimated cost of the work and the Construction Manager shall not perform any work whose cost exceeds that estimate without prior written approval by the Owner. In such case, and also under Article 10.1.2 above, the Construction Manager shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data of the increase in the Cost of the Project as outlined in Article 9. The amount of decrease in the Guaranteed Maximum Price to be allowed by the Construction Manager to the Owner for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease.

10.1.4 If unit prices are stated in the Agreement or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or the Construction Manager, the applicable unit prices and Guaranteed Maximum Price shall be equitably adjusted.

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

10.2 Claims for Additional Cost or Time

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

If the Construction Manager is delayed at any time in the progress of the work by any act or neglect of the Owner or the Architect or of any employee of either or by any separate contractor employed by the Owner or by any changes ordered in the work or by labor disputes, fire, or unusual delay in transportation,

unavoidable casualties or any causes beyond the Construction Manager's control or by delay authorized by the owner pending resolution of disputes, and any such delay affects the critical path of the work as reflected on the most recent Master Project Schedule or revision thereto under the PMIS, the Substantial Completion date shall be extended by Change Order for such reasonable time as the Construction Team may determine.

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

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

1. In the event the currently published construction schedule indicates completion at or after the contractually established date for Substantial Completion, any time extension shall only be added to the contractually established date for Contract Completion.
2. The Project Architect-Engineer shall determine its recommendation as to time extensions which shall be determined by application of that portion of delay time directly affecting the critical path of the current accepted construction schedule.
3. The Construction Manager may not receive a time extension or additional compensation for any delay unless such delay is noted by the Construction Manager on the first construction schedule submitted after the Construction Manager knows or should know of the cause for such delay and the Construction Manager has provided information to the Owner and Project Architect-Engineer as to corrective action to offset such delay.
4. The Owner will not be obligated to grant time extensions nor the Project Architect-Engineer obligated to recommend such based on improper scheduling of the project or failure to meet schedules, if not indisputably and totally the fault of the Owner or Project Architect-Engineer.

10.3 Audit Rights

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

10.4 Minor Changes In The Project

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

10.5 Emergencies

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

10.6 Hazardous Materials

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

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

10.7 Safety

The Construction Manager shall be fully and solely (excepting the liabilities and responsibilities of his subcontractors are not hereby eliminated) responsible 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 **\$100,000**, 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 is 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.

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**ARTICLE 13
INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION**

13.1 Indemnity

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

13.2 Insurance

- (1) The Construction Manager shall not commence any construction work in connection with this Agreement until it has obtained all of the following types of insurance and such insurance has been approved by the Owner, nor shall the Construction Manager allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida and minimum AM Best ratings of A-VII.
- (2) Worker's Compensation Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Worker's Compensation Insurance for all its employees connected with the work of this Project and, in case any work is sublet, the Construction Manager shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Construction Manager. Such insurance shall comply with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this Agreement at the site of the Project is not protected under the Worker's Compensation statute, the Construction Manager shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected.
- (3) Construction Manager's Public Liability and Property Damage Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Comprehensive General Liability and Comprehensive Automobile Liability Insurance as shall protect it from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by the Construction Manager itself or by anyone directly or indirectly employed by the Construction Manager, and the amount of such insurance shall be minimum limits as follows:

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

Combined Single Limit

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

- (4) Subcontractor's Public Liability and Property Damage Insurance - The Construction Manager shall require each of its subcontractors to procure and maintain, during the life of any subcontract related

to the Project, insurance of the type specified above or insure the activities of its subcontractors in its policy, as specified above.

(5) Owner's and Construction Manager's Protective Liability Insurance - The Construction Manager shall procure as a cost of the project and furnish an Owner's and Construction Manager's Protective Liability Insurance Policy with the following minimum limits:

(a) Bodily Injury Liability & Property Damage Liability \$1,000,000 Each Occurrence Combined Single Limit

(6) "XCU" (Explosion, Collapse, Underground Damage - The Construction Manager's Liability Policy shall provide "XCU" coverage for those classifications in which they are excluded.

(7) Broad Form Property Damage Coverage, Products & Completed Operations Coverages -The Construction Manager's Liability Policy shall include Broad Form Property Damage Coverage, Products and Completed Operations Coverages.

(8) Contractual Liability Work Contracts - The Construction Manager's Liability Policy shall include Contractual Liability Coverage designed to protect the Construction Manager for contractual liabilities assumed by the Construction Manager in the performance of this Agreement.

(9) Insurance Conditions

(a) To cover to the fullest extent permitted by law, the Construction Manager's Liability Policy shall insure the Owner and the Architect-Engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Construction Manager, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party insured hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article.

(b) In any and all claims against the Owner or the Architect-Engineer or any of their agents or employees by any employee of the Construction Manager, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the insurance obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Construction Manager or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

(c) The obligations of the Construction Manager under this Article 13.2(9) shall not extend to the liability of Architect-Engineer, its agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instruction by Architect-Engineer, its agents or employees providing such giving or failure to give is the primary cause of the injury or damage.

(10) Owner's Builder's Risk Coverage - The Owner or Construction Manager 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. The entity responsible for the Builder's Risk Coverage will be the entity with the best insurance rate and shall be documented in the GMP. If the CM provides the "Builder's Risk Policy" they shall do so with no mark-up. 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

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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) Scaffolding, form work, temporary 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;
- (4) All property in transit prior to delivery and acceptance in an undamaged state at the project site;
- (5) 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 (5) 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 (5). 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 proceeding 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 pre-audit and post audit 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.

- 17.13 Public Record Law Public Records: Section 119.0701, Florida Statutes, requires that the Contractor comply with Florida's public records laws with respect to services performed on behalf of the School Board. Specifically, the statute requires that the Contractor:
- a. Keep and maintain public records required by the School Board to perform the service.
 - b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the Contractor does not transfer the records to the School Board.
 - d. Upon completion of the Agreement, transfer, at no cost, to the School Board all public records in the possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
 - e. A request to inspect or copy public records relating to this Agreement must be made directly to the School Board. If the School Board does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the School Board or allow the records to be inspected or copied within a reasonable time.
 - f. The failure of the Contractor to comply with these provisions, if applicable, shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board and may also result in penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, HOLLY MANNING, SUPERVISOR OF RECORDS MANAGEMENT AT 727-793-2701 X 2021, 2929 COUNTY ROAD 193, CLEARWATER, FL 33759, manningh@pcsb.org.

Balance of page left intentionally blank.

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: _____
Chairperson

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

Approved as to form:

Mark J. Wallan
School Board Attorney

**Ajax Building Corporation
109 Commerce Blvd
Oldsmar, FL 34677**

By: *William P. Byrne*

Title: PRESIDENT

William P. BYRNE
print or type name

Attachment: PinellasCollege Clw Proj 4518 CM AGREEMENT (6069 : Req. Approv. Ajax Bldg. Corp.Pinellas Technical College CLR #4518)

EXHIBIT A

CONSTRUCTION MANAGER'S PERSONNEL

PART A PRE-CONSTRUCTION SERVICES										
Personnel	Title	Duration (Weeks)	Total project Hours	Time Available (%)	Hourly Rate	Billable Hours	Total Labor Cost	Burden Rate	Burden Amount	Total Compensation
OFF-SITE STAFF										
Bill Byrne	Proj.Exec	26	1040	4%	\$120.20	40	\$4,808	35.10%	\$1,688	\$6,495.61
Mike Dumas	Ops. Mgr	26	1040	19%	\$76.45	200	\$15,290	35.10%	\$5,367	\$20,656.79
Rick Guerra	Gen. Supt	26	1040	5%	\$71.35	52	\$3,710	36.70%	\$1,362	\$5,071.84
Paula Gresham	Proj. Admin	26	1040	10%	\$22.79	104	\$2,370	35.10%	\$832	\$3,202.09
Kristi Sharpe	Estimator	26	1040	16%	\$43.32	166	\$7,191	35.10%	\$2,524	\$9,715.20
Jeff Stephenson	Chief Est.	26	1040	7%	\$60.13	76	\$4,570	35.10%	\$1,604	\$6,173.91
ON-SITE STAFF										
Mike Grill	Proj Mgr	26	1040	20%	\$54.78	208	\$11,394	36.70%	\$4,182	\$15,575.93
Sarah Ling	Asst. PM	26	1040	12%	\$36.44	120	\$4,373	36.70%	\$1,605	\$5,977.62
			0	#DIV/0!		0	\$0	0.00%	\$0	\$0.00
			0	#DIV/0!		0	\$0	0.00%	\$0	\$0.00
MISCELLANEOUS CHARGES										
Item							Amount	Cost	Total Cost	
Copy Paper/Misc office supplies/phones/postage/express (mths)							6	\$225.00	\$1,350.00	
Mileage							1,320	\$0.44	\$580.80	
Data Processing (mths)							6	\$200.00	\$1,200.00	
Sub Total Pre-Construction									\$75,999.78	
Overhead & Profit Percentage		4.30%								\$3,267.99
Total Cost of Pre-Construction Lump Sum										\$79,267.77
PART B CONSTRUCTION SERVICES										
Personnel	Title	Duration (Weeks)	Total project Hours	Time Available (%)	Hourly Rate	Billable Hours	Total Labor Cost	Burden Rate	Burden Amount	Total Compensation
OFF-SITE STAFF										
Bill Byrne	Proj.Exec	61	2440	5%	\$120.20	112	\$13,462	35.10%	\$4,725	\$18,187.70
Mike Dumas	Ops. Mgr	65	2600	21%	\$79.33	550	\$43,632	35.10%	\$15,315	\$58,946.16
Rick Guerra	Gen. Supt	61	2440	14%	\$74.04	346	\$25,618	36.70%	\$9,402	\$35,019.59
P Gresham	Proj Adm	65	2600	7%	\$23.65	182	\$4,304	35.10%	\$1,511	\$5,815.11
ON-SITE STAFF										
Mike Grill	Proj. Mgr	65	2600	100%	\$56.85	2600	\$147,810	36.70%	\$54,246	\$202,056.27

Sarah Ling	Asst P.M	65	2600	100%	\$37.81	2600	\$98,306	36.70%	\$36,078	\$134,384.30
TBD	Project Adm	65	2600	100%	\$17.00	2600	\$44,200	35.10%	\$15,514	\$59,714.20
Gary Spaw	Supt.	65	2600	100%	\$51.56	2600	\$134,056	36.70%	\$49,199	\$183,254.55
Lee Mcfee	Area Supt	61	2440	100%	\$39.66	2440	\$96,770	36.70%	\$35,515	\$132,285.14
		0	0	#DIV/0!	\$0.00	0	\$0	0.00%	\$0	\$0.00

MISCELLANEOUS CHARGES

Item & Unit of Measure		Amount	Cost	Total Cost
PM Vehicle Allowance	Mths	15	\$ 600.00	\$ 9,000.00
APM Vehicle Allowance	Mths	15	\$ 600.00	\$ 9,000.00
Supt Trucks	Mths	15	\$ 600.00	\$ 9,000.00
Supt.Trucks Fuel	Mths	15	\$ 350.00	\$ 5,250.00
Mileage Ops/Gen Supt/ Officer		4,500	\$ 0.445	\$ 2,002.50
Postage, Espress Mail, Janitorial Supplies		15	\$ 500.00	\$ 7,500.00
Data Processing		15	\$ 200.00	\$ 3,000.00
Telephone Service		15	\$ 600.00	\$ 9,000.00
Total Cost of Construction Services				\$883,415.52

Attachment: PinellasCollege Clw Proj 4518 CM AGREEMENT (6069 : Req. Approv. Ajax Bldg. Corp.Pinellas Technical College CLR #4518)

EXHIBIT B

Construction Manager's Labor Burden

	Management (off-site)	Supervisory (on-site)	Direct Labor
Social Security Tax	6.20%	6.20%	6.20%
Medicare Tax	1.45%	1.45%	1.45%
State Unemployment Tax	0.35%	0.35%	0.35%
Federal Unemployment Tax	0.60%	0.60%	0.60%
Workers Compensation	1.84%	1.84%	9.70%
Health Insurance	5.54%	7.84%	12.90%
Life Insurance	0.15%	0.15%	0.15%
Vacation	10.64%	10.42%	1.96%
Personal Day	1.54%	1.54%	1.54%
Holiday	3.08%	3.08%	0.00%
Training and Education	2.65%	2.17%	1.45%
Retirement	1.05%	1.05%	1.05%
Uniforms	0.00%	0.00%	0.57%
Total Labor Burden (not to exceed)	35.1%	36.7%	37.9%

EXHIBIT C

TRUTH-IN-NEGOTIATION CERTIFICATE

In compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, Ajax Building Corporation hereby certifies that wage rates and other factual unit costs supporting the compensation for the construction management services of CONSTRUCTION MANAGER to be provided under this Agreement, concerning Multi Phase Renovation Project Pinellas Tech College Clearwater are accurate, complete and current as of the time of contracting.

The 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.

AJAX BUILDING CORPORATION

By: William P. Byrne
Signature: [Handwritten Signature]
Title: President
Date: August 25, 2016

STATE OF: Florida
COUNTY OF: Pinellas

The foregoing instrument was acknowledged before me this ___ day of _____, 2016, by William P. Byrne, as President, of Ajax Building Corporation, a Florida Corporation, on behalf of Ajax Building Corporation. He/She is personally known to me OR has produced _____ as identification.

My Commission Expires: 12-16-16
Notary Public Signature: [Handwritten Signature]
Printed Name: Paula Gresham
Title or Rank: Administrative Assistant
Serial Number, if any:



Attachment: PinellasCollege Clw Proj 4518 CM AGREEMENT (6069 : Req. Approv. Ajax Bldg. Corp.Pinellas Technical College CLR #4518)

ADOPTED

REQUEST FOR APPROVAL (ID # 6070)

December 6, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of Substantial Completion for Replacement Facility (Building 5) as of August 3, 2016, Which is a Portion of the Project at Largo High School Project No. 4511

BACKGROUND:

The project architect has certified this portion of the project is substantially complete as of August 3, 2016. This date establishes the beginning of the school district's responsibilities for maintenance, cleaning, and insurance for this portion of the work. Warranties for this portion of the work shall commence per contract terms and the school district is responsible for oversight of warranty claims. A punch list of work to be completed or corrected was made on the date of substantial completion and such work must be complete before final acceptance. A copy of the substantial completion form is attached.

STRATEGIC DIRECTION: Learning in a Safe Environment

ALTERNATIVES:

1. Approve the substantial completion.
2. Do not approve the substantial completion.

RECOMMENDATIONS:

Alternative No. 1 is recommended.

RATIONALE:

A portion of the work required under the terms of the contract is substantially complete. The establishment of a date of substantial completion is a requirement of the contract terms.

FINANCIAL IMPACT:

There is no financial impact to the district.

DATA SOURCES:

Mike Parkinson, Senior Construction Coordinator
 Steve Heiser, Harvard Jolly, Inc.
 Bill Byrne, Ajax Building Corporation

SUBMITTED BY:

Clint Herbic, Associate Superintendent, Operational Services

ATTACHMENTS:

- Largo HS, proj 4511, Bldg 5 sub comp Form (PDF)

AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address)
Largo High School
410 Missouri Ave
Largo, FL 33770

PROJECT NUMBER: 13067/00 /4511
CONTRACT FOR: General Construction
CONTRACT DATE:

OWNER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

TO OWNER:
(Name and address)
Pinellas County School Board
11111 S. Belcher Road
Largo, FL 33733

TO CONTRACTOR:
(Name and address)
Ajax Building Corporation
109 Commerce Blvd.
Oldsmar, FL 34677

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

Building 5

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

Harvard Jolly, Inc.



Date of Commencement

8/3/16

ARCHITECT

BY

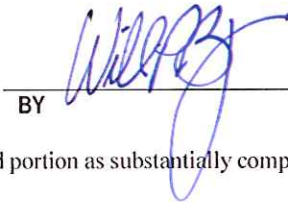
DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$

The Contractor will complete or correct the Work on the list of items attached hereto within Sixty (60) days from the above date of Substantial Completion.

Ajax Building Corporation



9.29.16

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 5:00 PM (time) on 8/3/16 (date).

Pinellas County School Board

OWNER

BY

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

Owner is responsible for security, maintenance, utilities, damage to the work by his forces and insurance.

ADOPTED

REQUEST FOR APPROVAL (ID # 6071)

December 6, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of a Vehicle Use Agreement to a Non-Profit Organization for a Period of one Year

BACKGROUND:

Great Explorations, Inc. has requested a vehicle use agreement. A copy of the agreement 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. Risk Management has set the minimum amounts of liability protection at \$1,000,000 per person/\$2,000,000 per occurrence as allowed by School Board policy. 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: Effective & Efficient Use of Resources

ALTERNATIVES:

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

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.

FINANCIAL IMPACT:

There is no financial impact to the district.

DATA SOURCES:

David Koperski, School Board Attorney
 Rick McBride, Director, Transportation
 Joe Maceda, Financial Reporting Analyst, Facilities and Operations
 Lauren Leavine, Assistant Director of Education, Great Explorations, Inc.

SUBMITTED BY:

Clint Herbic, Associate Superintendent, Operational Services

Request for Approval (ID # 6071)

Meeting of December 6, 2016

ATTACHMENTS:

- VUA Great Explorations 12-6-16 (PDF)

VEHICLE USE AGREEMENT

THIS AGREEMENT, entered into this 6th day of DECEMBER, 2016 by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, hereinafter referred to as the "School Board," and the GREAT EXPLORATIONS, INC, 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, 2017, 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 http://webtrips.pinellas.k12.fl.us/webtrips/.
(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 http://webtrips.pinellas.k12.fl.us/webtrips/.
(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

Organization

By: Chairperson

GREAT EXPLORATIONS, INC. Organization Name

Attest: Superintendent

LAUREN LEAVINE, ASSISTANT DIRECTOR OF EDUCATION Print Name and Title

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

Signature

ADOPTED

REQUEST FOR APPROVAL (ID # 6072)

December 6, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of Selling the Districts Surplus Equipment on the Public Surplus.com Internet Auction Site

BACKGROUND:

Periodically the district disposes of surplus property. Working surplus property has been posted for 45 days in a forum on the districts internal public server. Schools and departments have the opportunity to obtain this surplus property prior to disposal at public auction.

STRATEGIC DIRECTION: Effective and Efficient Use of Resources

ALTERNATIVES:

1. Approve the selling of the districts surplus equipment.
2. Do not approve the selling of the districts surplus equipment.

RECOMMENDATIONS:

Alternative No. 1 is recommended.

RATIONALE:

The intent of this process is to remove surplus equipment from the districts inventory.

FINANCIAL IMPACT:

There is no financial impact to the district.

DATA SOURCES:

Lou Ann Jourdan, Budget Specialist
Lynn Geist, Director, Food Service
Brian Loewe, Coordinator, Vehicle Maintenance
Joe Zihala, Warehouse Coordinator

SUBMITTED BY:

Clint Herbic, Associate Superintendent, Operational Services

ATTACHMENTS:

- Warehouse 12-6-16 Sell Items for Board Approval (PDF)

Pinellas County Schools Surplus to be Sold at publicsurplus.com

11.16.a

Property Tag #	Item Description	Property Tag #	Item Description
000-9611	Tuba	031-4198	Vidiotek Color Sync Generator
005-0564	Tuba	031-7282	Marshall Triple 5' LCD Monitor
005-8382	Huntron Tracker	034-0457	Honda Pressure Washer
006-2116	Cylinder Refill-Breathing Air Mako	035-1987	2003 Golf Cart 48 Volt
011-4712	Huntron Tracker	035-8816	1997 John Deer Tractor
011-4713	Huntron Tracker	037-6657	Bretford I-Pod Cart
012-2746	Huntron Tracker	039-6740	Bretford Powersyn C-Tray
012-3783	1985 Chevy Cargo Van	040-8024	Interactive Whiteboard
012-3786	1985 Chevy Dumptruck	040-8025	Interactive Whiteboard
012-5429	Huntron Tracker	041-3910	Interactive Whiteboard
019-5098	Betacam Editing VTR Deck	041-3911	Interactive Whiteboard
019-5113	Sony Camera Control Unit		
020-7754	Harig Surface Grinder		
020-9623	Hedco Video Distr. AMP VDA6400		
021-0790	Golf Cart with Maintanance Box		
021-1229	Audio Patch Bay Panel MK11		
022-4332	Sony Video Effiects Generator		
023-3155	Oylmpic Kiln Model #1823WHT		
023-8472	Dart 1120SD High Speed Buffer		
023-8672	Video Switcher		
023-8807	Waveform Monitor NTSC 1710B		
023-9865	Harig Hand Grinder		
024-0546	Time Base Corrector		
024-0802	Time Base Corrector		
025-2814	Audio Patch Bay Panel Telect		
025-3485	Video Patch Norm Telect		
025-4265	Video Patch Panel Telect 2651		
025-4266	Video Patch Panel Telect 2651		
025-4267	Audio Patch Panel Telect 2651		
025-6732	Panasonic VCR		
026-4349	Patch Bay ADC PPA3-18MK11NS		
026-4350	Patch Bay ADC PPA3-18MK11NS		
026-4351	Patch Bay ADC PPA3-18MK11NS		
026-6771	Panasonic Video Character Gererator		
027-4558	Panasonic VCR		
028-4307	SAT Receiver GEN Instrument		
030-2482	Panorama LCD Triple Color Monitor		

Attachment: Warehouse 12-6-16 Sell Items for Board Approval (6072 : Req. Approv. Selling District Surplus Equip. Surplus. Com)

ADOPTED

REQUEST FOR APPROVAL (ID # 6073)

December 6, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY
 FROM: MICHAEL A. GREGO, Ed.D., SUPERINTENDENT
 SUBJECT: Request Approval to Recycle, Cannibalize, and/or Scrap Obsolete Fixed Assets

BACKGROUND:

Authorization by the school board is required prior to the disposal of tagged fixed assets which are obsolete. As property tagged assets are replaced throughout the district, removing and disposing of the obsolete equipment will result in better management of space at those facilities.

STRATEGIC DIRECTION: Effective and Efficient Use of Resources

ALTERNATIVES:

1. Approve the request to dispose of the obsolete tagged fixed assets.
2. Do not approve the request to dispose of the obsolete tagged fixed assets.

RECOMMENDATIONS:

Alternative No. 1 is recommended.

RATIONALE:

Section 274.07, Florida Statutes, requires that authority for the disposal/retirement of property be recorded in the board manual. Rule Chapter 691-73-005, Florida Administrative Code, provides that the property records should include information on property items disposed of including the date, authority, and manner of disposition. The tagged asset listed on the attached scheduled are obsolete equipment items from Surplus inventory with a disposition code of recycled, cannibalized, or scrapped.

FINANCIAL IMPACT:

Disposal of obsolete fixed assets generated revenue for the district.

DATA SOURCES:

Michel Johannesen, User Support Manager
 Joe Maceda, Financial Reporting Analyst
 Lou Ann Jourdan, Budget Specialist
 Joe Zihala, Warehouse Coordinator

SUBMITTED BY:

Clint Herbic, Associate Superintendent, Operational Services

ATTACHMENTS:

- Warehouse 12-6-16 Scrap-Cannibalized Items for Board Approval (PDF)
- Warehouse 12-6-16 recycled tagged items for board meeting (PDF)

Scrap/Cannibalized Property Tagged Items for Board Approval

Property Tag #	Item Description	Property Tag #	Item Description
000-0416	Trainer	009-3173	Industrial Transformer
000-0530	Counter EMF Starter	009-3174	Industrial Transformer
000-0533	Sequence Controller	013-7276	Spot Light
000-0747	Centrifugal Switch	014-0085	Counter Frequency
000-2390	Stactic Control Unit	016-3749	Carpet Cleaner
000-2391	Stactic Control Unit	017-2658	Function Generator
000-6061	Strobe Scope	017-5181	Pocket Programmer
000-6063	Strobe Scope	018-3206	Processor
000-6064	Strobe Scope	018-3207	Processor
000-8948	Dail Type	018-3208	Processor
000-9329	Generator	018-6820	Rug Cleaner
000-9331	Generator	020-5900	Carpet Extractor
000-9516	Counter Frequency	020-7763	Misc Furniture piece
005-5961	Multimeter	020-7930	Analog Input Expan Unit
005-5963	Multimeter	022-0686	Programmable Control
006-0630	Powder Supply Lab	022-0687	Expanse I/O
006-0761	Tester Insulation	026-3420	Robot System
006-0950	Powder Supply Lab	028-3410	1998 Chrysler B-Van
006-0958	Dynomoneter Hampden	028-3411	1998 Chrysler Stratus
006-1067	Tester Hardness	033-5029	CPU
006-1089	Multicorder	037-5527	Laptop
006-1090	Multicorder	038-0132	1994 Plymouth Van
006-1091	Multicorder	038-3676	Laptop
006-2288	Powder Box	040-3998	Laptop
006-3117	Comparator	040-4356	Laptop
006-3642	Generator	041-6524	Laptop
006-3644	Generator	042-2005	Laptop
006-4372	Generator	042-2025	Laptop
006-4466	Impedance Meter	043-4391	Laptop
006-4469	Generator	043-4439	Laptop
006-4913	Watt Meter	302-1558	Laptop
006-4953	Programmable Control	305-5666	Netbook
006-4969	AC Linear Actuator	305-5673	Netbook
006-5006	Linkage Kit	305-5674	Netbook
006-5007	Linkage Kit	305-5683	Netbook
006-5008	Linkage Kit	308-0899	Netbook
006-5041	Speed Control	308-0947	Netbook

Attachment: Warehouse 12-6-16 Scrap-Cannibalized Items for Board Approval (6073 : Req. Approv. Recycle, Cannibalize/Scrap Fixed Assets)

Scrap/Cannibalized Property Tagged Items for Board Approval

Property Tag #	Item Description
308-0964	Netbook

Attachment: Warehouse 12-6-16 Scrap-Cannibalized Items for Board Approval (6073 : Req. Approval, Recycle, Cannibalize/Scrap Fixed Assets)

Recycled Property Tagged Items for Board Approval

Property Tag #	Item Description	Property Tag #	Item Description	Property Tag #	Item Description	Property Tag #	Item Description
020-4110	TV	033-9717	CPU	039-3295	Laptop	300-6337	All in One
027-4675	Pojector	033-9725	CPU	039-6888	IPAD	300-6338	All in One
027-9482	Server	034-0326	CPU	039-7418	IPAD	300-6339	All in One
029-3966	CPU	034-0330	CPU	040-4377	Laptop	300-6340	All in One
029-9168	Laptop	034-0331	CPU	040-4875	Laptop	300-6341	All in One
030-0520	CPU	034-0332	CPU	040-5211	Laptop	300-6342	All in One
030-1774	Printer	034-0333	CPU	040-5337	Laptop	300-6343	All in One
030-6229	Pojector	034-0342	CPU	040-5339	Laptop	300-6344	All in One
032-1146	Laptop	034-0345	CPU	040-5340	Laptop	300-6345	All in One
032-1255	Pojector	034-0347	CPU	041-9727	Laptop	300-6346	All in One
032-5212	Laptop	034-0350	CPU	041-9733	Laptop	300-6347	All in One
033-1207	CPU	034-0352	CPU	041-9746	Laptop	300-6349	All in One
033-1212	CPU	034-0353	CPU	041-9761	All in One	300-6350	All in One
033-1225	CPU	034-0923	CPU	041-9773	All in One	300-6351	All in One
033-2677	CPU	034-2991	Laptop	042-0682	Laptop	300-6364	All in One
033-3554	CPU	034-9522	CPU	042-0688	Laptop	300-6365	All in One
033-3567	CPU	034-9525	CPU	042-0709	Laptop	300-6366	All in One
033-4800	CPU	035-0865	TV	042-0737	Laptop	300-7284	CPU
033-5699	CPU	035-1267	CPU	042-2563	Laptop	303-7188	IPAD
033-5701	CPU	035-7567	CPU	043-4375	Laptop	304-1036	IPAD
033-5703	CPU	035-8108	CPU	043-4385	All in One	305-5358	Desktop
033-5715	CPU	035-8130	CPU	043-4711	All in One	305-5883	Netbook
033-5718	CPU	035-8521	CPU	043-5129	Laptop	305-5884	Netbook
033-5719	CPU	037-4174	Data System	043-5130	Laptop	305-5886	Netbook
033-5720	CPU	037-7727	Printer	043-5145	Laptop	305-5888	Netbook
033-5722	CPU	037-8999	Netbook	043-5146	Laptop	305-5890	Netbook
033-5724	CPU	037-9937	Laptop	043-5501	Laptop	305-5893	Netbook
033-5883	CPU	038-1216	IPAD	043-5749	Laptop	305-5895	Netbook
033-7220	CPU	038-2104	IPAD	300-2230	IPAD	305-5896	Netbook
033-7221	CPU	038-2107	IPAD	300-4321	CPU	305-5897	Netbook
033-7222	CPU	038-7918	IPAD	300-6328	All in One	305-5898	Netbook
033-8280	CPU	038-9706	IPAD	300-6329	All in One	305-5899	Netbook
033-8752	CPU	038-9728	IPAD	300-6332	All in One	305-5900	Netbook
033-8761	CPU	039-0063	CPU	300-6333	All in One	305-5902	Netbook
033-9702	CPU	039-0064	CPU	300-6334	All in One	305-5903	Netbook
033-9703	CPU	039-0956	Laptop	300-6335	All in One	305-5904	Netbook
033-9712	CPU	039-2004	IPAD	300-6336	All in One	305-5905	Netbook

Attachment: Warehouse 12-6-16 recycled tagged items for board meeting (6073 : Req. Approv. Recycle, Cannibalize/Scrap Fixed Assets)

Recycled Property Tagged Items for Board Approval

Property Tag #	Item Description	Property Tag #	Item Description
305-5906	Netbook	305-5945	Netbook
305-5907	Netbook	305-5946	Netbook
305-5908	Netbook	305-5947	Netbook
305-5909	Netbook	305-5948	Netbook
305-5910	Netbook	305-5962	Netbook
305-5911	Netbook	305-5965	Netbook
305-5912	Netbook	305-5967	Netbook
305-5913	Netbook	904-1067	Printer
305-5914	Netbook	910-7383	Netbook
305-5915	Netbook	910-7384	Netbook
305-5916	Netbook	910-7385	Netbook
305-5917	Netbook	910-7389	Netbook
305-5918	Netbook	910-7394	Netbook
305-5920	Netbook	910-7395	Netbook
305-5921	Netbook	910-7396	Netbook
305-5922	Netbook	910-7397	Netbook
305-5923	Netbook	910-7398	Netbook
305-5924	Netbook	910-7399	Netbook
305-5925	Netbook	910-7400	Netbook
305-5926	Netbook	910-7404	Netbook
305-5927	Netbook	910-7405	Netbook
305-5928	Netbook	910-7406	Netbook
305-5929	Netbook	910-7407	Netbook
305-5930	Netbook	910-7408	Netbook
305-5931	Netbook	910-7412	Netbook
305-5932	Netbook	910-7414	Netbook
305-5933	Netbook	910-7415	Netbook
305-5934	Netbook	910-7416	Netbook
305-5935	Netbook	910-7417	Netbook
305-5936	Netbook	910-7418	Netbook
305-5937	Netbook		
305-5938	Netbook		
305-5939	Netbook		
305-5940	Netbook		
305-5941	Netbook		
305-5943	Netbook		
305-5944	Netbook		

Attachment: Warehouse12-6-16 recycled tagged items for board meeting (6073 : Req. Approv. Recycle, Cannibalize/Scrap Fixed Assets)

ADOPTED

REQUEST FOR APPROVAL (ID # 6075)

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

ATTACHMENTS:

- Bids (12-6-16) (PDF)

PURCHASING AGENDA SUMMARY

December 6, 2016

(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>
17-645-084	Paper, Copying & Printing	LRB	2 yrs.	Central Printing Services Mike Domke WPSC Warehouse Joe Zihala	0160/5600 0100/5800	9902	All Florida Paper, LLC (1) Mac Papers, Inc. (1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13)	Unknown Unknown	1,400,000.00 (estimate)	
17-968-081	Vehicle Lift Replacement	LRB	N/A	Walter Pownall Service Center Bill Robinson	0376/0450	3299/3298	R. Krueger Construction, Inc.	303,489.00	303,489.00	
17-968-086	Drainage Pipe Replacement	LRB	N/A	Safety Harbor E/S Manda Rahgozar	0373/3731	3500/3038	R.A.M. Excavating, Inc.	298,800.00	298,800.00	
17-265-097	Blinds: Mini & Vertical Installed	LRB	1 yr.	County Wide Rodger Williams	Various	Various	Flooring Worx, Inc.	200,000.00	200,000.00 (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

0616agensum.doc)

Packet Pg. 224

Attachment: Bids (12-6-16) (6075 : Bids)

PURCHASING AGENDA SUMMARY

December 6, 2016

(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
17-192-049	Floor Care Products	LRB	1 yr.	WPSC Warehouse Joe Zihala Doug Abbott	0100/5800		American Chemical & Building Maintenance Supply (Category #1) Buckeye Cleaning Centers (Category #2) Gem Supply Company, Inc. (Category #3) Sani-Chem Cleaning Supplies, Inc. (Category #4)	Unknown	168,000.00 (estimate)	
17-060-113-PB	Automotive, Truck & School Bus Parts, Supplies, Equipment, Accessories & Specialized Repairs.	PB	N/A	Largo H/S Robert Hawkins	0377/2081	3299/3376	Matco Tool Company	67,400.00	67,400.00	Rationale: Piggyback School Board of Hernando County Bid #15-060-02 for Matco Tools for automotive program.

***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

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PURCHASING AGENDA SUMMARY

December 6, 2016

(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
17-670-106-RN	Plumbing Supplies	RN	1 yr.	Maintenance Dept. Rodger Williams	0100/5370		Ferguson Enterprises, Inc. Tampa, Winsupply, Inc.	Unknown	600,000.00 (estimate)	
17-205-115-SS	Sole Source Software License	SS	1 yr.	CTAE Post-Secondary Margaret Paynter	0420/5750	E821	DRC CTB	87,400.00	87,400.00	Rationale: The vendor holds the copyrights and distribution rights to the TABE software.
17-205-112-SS	Sole Source Software Support	SS	1 yr.	TIS Dept. Thomas Lechner	0100/5140	9902	Microsoft Enterprise Services	63,120.00	63,120.00	Rationale: Microsoft is the sole provider for the Premier Support Services Agreement.

***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

0616agensum.doc)

Attachment: Bids (12-6-16) (6075 : Bids)

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PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

11.18.a

School Board Meeting of: December 6, 2016

Bid No: 17-645-084

Bid Title: Paper, Copying & Printing

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: 01/01/17 thru 12/31/18 N/A - One Time Purchase

Contract Value: \$ 1,400,000.00

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

Renewal Options table with columns: No. of Terms Remaining, Length of Each Term, Length of Each Term, None. Values: 1, 6-months, 2 - year.

* Rationale/Reason

Reason for Submittal to Board Under Separate Cover:

Bidders Solicited: 25 Bids Received: 3 Late Bids: 1 Rejected Bids: 0 N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB For: Central Printing Services WPSC Warehouse

Title: Director, Purchasing Department

Requested By: Mike Domke Buyer: Nancy Gaesser

Title: Central Printing Services Coordinator

Requested By: Joe Zihala

Title: Warehouse Coordinator

Recommended award by vendor as follows: (see attached)

PRICING/ESCALATION CLAUSE

This bid was awarded by item or group of items to the lowest bidder offering the lowest unit price on products which meet all specifications and which, when tested, run satisfactorily in Board owned equipment (where applicable). Initial prices bid must remain firm at least through March 31, 2017. After March 31, 2017, the district will consider price increases provided the successful bidder(s) submit written notification of a price increase which includes documentation from the supplier or manufacturer showing the amount of the increase to the bidder. Price increases shall be limited to no more than the amount of the increase from the supplier or manufacturer. Such notification shall be submitted to the Purchasing Department, School Board of Pinellas County, FL, 301 – 4th Street SW, Largo, FL 33770 and, if approved, will be effective from the date the notification is received. The district reserves the right to reject any price increase it considers to be excessive and to seek prices on alternate items. No price increases will be paid unless proper notification has been submitted and approved. Requests for increases will not be considered more than once in a 90-day period.

PLEASE NOTE: In accordance with school board policy on the purchase of paper products containing recycled materials, preference will be given to some of the recycled-content papers bid on various products, since their prices do not exceed 10% more than the other papers bid which are made from 100% virgin materials.

Attachment: Bids (12-6-16) (6075 : Bids)

APPX. USAGE	MIN. ORDER	ITEM DESCRIPTION	TERMS ITEM NO.	RECOMMENDED VENDOR	MFR. BRAND NAME & NO. OF ITEM BID	*UNIT PRICE
<u>WPSC</u> 18,000 cases	<u>WPSC</u> 1,600 cases	<u>XEROGRAPHIC PAPER</u> 8-1/2" x 11", <u>white</u> , 20 lb., min. 88 brightness, grain long, for use in high-speed digital printers/copiers, laser printers, fax machines.	64566470 (WPSC)	MAC PAPERS, INC.	I.P. Xerographic	\$23.25
<u>CPS</u> 1,600 cases	<u>CPS</u> 40 cases		64540028 (CPS)	ALL FLORIDA PAPER, LLC	Top Print	\$24.00
<u>CPS</u> 40 cases	<u>CPS</u> 40 cases	<u>XEROGRAPHIC PAPER</u> , same as above except 24 lb. , <u>white</u>	64540030	MAC PAPER, INC.	Domtar Domtar Copy	\$41.31
<u>WPSC</u> 160 cases	<u>WPSC</u> 40 cases	<u>XEROGRAPHIC PAPER</u> same as above except 8-1/2" x 14", 20 lb., <u>white</u> .	64566460 (WPSC)	MAC PAPER, INC.	Domtar Quickcopy	\$38.25
<u>CPS</u> 5 cases	<u>CPS</u> 5 cases		64540029 (CPS)	MAC PAPER, INC.	Domtar Quickcopy	\$43.86
<u>CPS</u> 1,200 cases	<u>CPS</u> 40 cases	<u>XEROGRAPHIC PAPER</u> same as above except 11" x 17", 20 lb., <u>white</u> .	64540001 (CPS)	MAC PAPER, INC.	Domtar Quickcopy	\$30.60
<u>CPS</u> 120 cases	<u>CPS</u> 40 cases	<u>XEROGRAPHIC PAPER</u> , same as above except 24 lb. , <u>white</u>	64540032	MAC PAPERS, INC.	Domtar Domtar Copy	\$36.21
<u>WPSC</u> 400 cases	<u>WPSC</u> 40 cases	<u>XEROGRAPHIC PAPER</u> same as above except 8-1/2" x 11", 20 lb., <u>white</u> , 3-hole drilled .	64566471 (WPSC)	MAC PAPERS, INC.	Domtar Domtar Copy	\$30.00
<u>CPS</u> 200 cases	<u>CPS</u> 40 cases		64540000 (CPS)	MAC PAPERS, INC.	Domtar Domtar Copy	\$30.60

APPX. USAGE	MIN. ORDER	ITEM DESCRIPTION	TERMS ITEM NO.	RECOMMENDED VENDOR	MFR. BRAND NAME & NO. OF ITEM BID	*UNIT PRICE
<u>WPSC</u> 1,780 cases <u>CPS</u> 300 cases Total All Colors	<u>WPSC</u> 160 cases <u>CPS</u> 1 case per color	<u>XEROGRAPHIC PAPER</u> 8-1/2" x 11", colors, 20 lb., grade #4, grain long, multi-purpose, for use in high-speed duplicators, spirit/stencil duplicators, laser printers	64566464 64566468 64566472 64566473 64566474 64566475 64566476 64566477 (WPSC) 64540026 (CPS)	MAC PAPERS, INC., MAC PAPERS, INC.	Domtar Earthchoice Multipurpose Domtar Earthchoice Multipurpose	\$38.75 \$44.37
<u>CPS</u> 100 cases	<u>CPS</u> 1 case per color	<u>XEROGRAPHIC PAPER</u> same as above except 11"x 17", colors	64540003 (CPS)	MAC PAPERS, INC.	Domtar Earthchoice Multipurpose	\$44.62
80 M	3 cases	<u>PAPER, VELLUM BRISTOL</u> - 67 lb., white, 8-1/2" x 11".	64540020	MAC PAPERS, INC.	I.P. Springhill	\$17.16
200 M	3 cases	<u>PAPER, VELLUM BRISTOL</u> - 67 lb., white, 11 x 17".	64540021	MAC PAPERS, INC.	I.P. Springhill	\$36.20
10M	1 case	<u>PAPER, VELLUM BRISTOL</u> - 67 lb., white, 23" x 35".	64540022	MAC PAPERS, INC.	I.P. Springhill	\$147.44
15 M Total All Colors	1 case	<u>PAPER, VELLUM BRISTOL</u> - 67 lb., colors, 8-1/2" x 11".	64540023	MAC PAPERS, INC.	I.P. Springhill	\$18.09
250 M Total All Colors	3 cases	<u>PAPER, VELLUM BRISTOL</u> - 67 lb., colors, 11 x 17".	64540024	MAC PAPERS, INC.	I.P. Springhill	\$38.09
15 M Total All Colors	1 case	<u>PAPER, VELLUM BRISTOL</u> - 67 lb., colors, 23" x 35.	64540025	MAC PAPERS, INC.	I.P. Springhill	\$155.58
	1 case of any size/ # of parts	<u>PAPER, CARBONLESS</u> - 20 lb. all sheets, black print, grain long.				
10 cases		8-1/2" x 11", 2-part reverse	64540008	MAC PAPERS, INC.	Glatfelter ExcelOne	\$14.72
5 cases		8-1/2" x 11", 3-part reverse	64540009	MAC PAPERS, INC.	Glatfelter ExcelOne	\$16.61
1 case		8-1/2" x 14", 2-part reverse	64540011	MAC PAPERS, INC.	Glatfelter ExcelOne	\$18.83
1 case		8-1/2" x 14", 3-part reverse	64540012	MAC PAPERS, INC.	Glatfelter ExcelOne	\$21.27
1 case		8-1/2" x 14", 4-part reverse	64540013	MAC PAPERS, INC.	Glatfelter ExcelOne	\$22.73
150 cases		11" x 17", 2-part reverse	64540014	MAC PAPERS, INC.	Glatfelter ExcelOne	\$29.42
150 cases		11" x 17", 3-part reverse	64540015	MAC PAPERS, INC.	Glatfelter ExcelOne	\$33.23
80 cases		11" x 17", 4-part reverse	64540016	MAC PAPERS, INC.	Glatfelter ExcelOne	\$35.18

Unit Prices shown are those in effect at the time of award. These prices may increase or decrease depending on market conditions.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

11.18.a

School Board Meeting of: **December 6, 2016**

Bid No: 17-968-081

Bid Title: Vehicle Lift Replacement

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: \$ 303,489.00

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

Renewal Options:	No. of Terms Remaining	<input type="checkbox"/> Length of Each Term 6-months	<input type="checkbox"/> Length of Each Term - year	<input checked="" type="checkbox"/> None

* **Rationale/Reason**

Reason for Submittal to Board Under Separate Cover:

Bidders Solicited: 120 Bids Received: 1 Late Bids: 0 Rejected Bids: 0 N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB **For:** Walter Pownall Service Center
Title: Director, Purchasing Department

Requested By: Michael Hewett **Buyer:** Christine Roney
Title: Director, Maintenance Department

Recommended award by vendor as follows:

R. KRUEGER CONSTRUCTION, INC.

Provide labor and materials to remove the existing vehicle lift and replace it as per plans and specifications.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **December 6, 2016**

Bid No: 17-968-086

Bid Title: Drainage Pipe Replacement

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: \$ 298,800.00

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

Renewal Options:	No. of Terms Remaining	<input type="checkbox"/> Length of Each Term 6-months	<input type="checkbox"/> Length of Each Term - year	<input checked="" type="checkbox"/> None

*** Rationale/Reason**

Reason for Submittal to Board Under Separate Cover:

Bidders Solicited: 146 Bids Received: 3 Late Bids: 0 Rejected Bids: 0 N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB **For:** Safety Harbor Elementary
Title: Director, Purchasing Department

Requested By: Craig D. Pollei **Buyer:** Christine Roney
Title: Director, Facilities, Planning, Design & Construction Department

Recommended award by vendor as follows:

R.A.M. EXCAVATING, INC.

Provide labor and materials to replace the drainage pipes and all related equipment as per plans and specifications.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

11.18.a

School Board Meeting of: **December 6, 2016**

Bid No: 17-265-097

Bid Title: Blinds: Mini & Vertical Installed

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: 12/10/16 thru 12/9/17 N/A - One Time Purchase

Contract Value: \$ 200,000.00

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

Renewal Options:

No. of Terms Remaining	<input type="checkbox"/> Length of Each Term	<input checked="" type="checkbox"/> Length of Each Term	<input type="checkbox"/> None
2	6-months	1 - year	

*** Rationale/Reason**

Reason for Submittal to Board Under Separate Cover:

Bidders Solicited: 4 Bids Received: 4 Late Bids: 0 Rejected Bids: 0 N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB **For:** County Wide
Title: Director, Purchasing Department

Requested By: Michael Hewett **Buyer:** Christine Roney
Title: Director, Maintenance Department

Recommended award by vendor as follows: (see attached)

FLOORING WORX, INC.

Provide, deliver and install mini and vertical blinds at various locations, county wide, on an as needed basis, per specifications.

VERTICAL BLINDS AND INSTALLTION

<u>SIZE RANGE</u>	<u>UNIT PRICE</u>
• 18 x 50 through 18 x 144	3.92/sq. ft.
• 25 x 50 through 25 x 144	3.73/sq. ft.
• 48 x 50 through 48 x 144	3.68/sq. ft.
• 72 x 50 through 72 x 144	3.66/sq. ft.
• 96 x 50 through 96 x 144	3.60/sq. ft.
• 120 x 50 through 120 x 144	3.56/sq. ft.
• 144 x 50 through 144 x 144	3.41/sq. ft.
• 168 x 50 through 168 x 144	3.36/sq. ft.
• 192 x 50 through 192 x 144	3.27/sq. ft.

UNIT PRICES VERTICAL BLINDS

• Removal & disposal of existing treatment	3.41/blind
• Valance with dust cover, installed	9.87/ lin. ft.
• Re-installation of existing vertical blinds	2.00/blind
• Disposal of existing vertical blinds, off site	4.41/blind
• Miscellaneous repairs as needed	47.25/ hour

MINI BLINDS AND INSTALLTION

<u>SIZE RANGE</u>	<u>UNIT PRICE</u>
• 18 x 50 through 18 x 120	4.35/sq. ft.
• 48 x 50 through 48 x 120	4.29/sq. ft.
• 72 x 50 through 72 x 120	3.48/sq. ft.
• 96 x 50 through 96 x 120	3.32/sq. ft.
• 120 x 50 through 120 x 120	3.15/sq. ft.

UNIT PRICES MINI BLINDS

• Removal & disposal of existing treatment	3.41/blind
• Re-installation of existing mini blinds	7.88/blind
• Disposal of existing mini blinds off site	4.41/blind
• Miscellaneous repairs as needed	47.25/ hour

Attachment: Bids (12-6-16) (6075 : Bids)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

11.18.a

School Board Meeting of: **December 6, 2016**

Bid No: 17-192-049

Bid Title: Floor Care Products

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: 12/06/16 thru 12/05/17 N/A - One Time Purchase

Contract Value: \$ 168,000.00

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

Renewal Options:	No. of Terms Remaining	<input type="checkbox"/> Length of Each Term	<input checked="" type="checkbox"/> Length of Each Term	<input type="checkbox"/> None
	2	6-months	1 - year	

*** Rationale/Reason**

Reason for Submittal to Board Under Separate Cover:

Bidders Solicited: 47 Bids Received: 6 Late Bids: 0 Rejected Bids: 0 N/A - Bids Not Required

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

Requested By: Douglas A. Abbott **Buyer:** Jena Grage
Title: General Manager of Operations, School Safety & Security Department

Requested By: Joe Zihala
Title: Warehouse Coordinator

Recommended award by vendor as follows: (see attached)

Category #1

AMERICAN CHEMICAL & BUILDING MAINTENANCE SUPPLY (V-109)

ITEM NO.	DESCRIPTION	TERMS ITEM NO.	CLASS, BRAND & PRODUCT NUMBER BID	MINIMUM ORDER QUANTITY	UNIT PRICE 5 GALLON CONTAINER
1	<u>Floor Finish, General</u> – Non-yellowing, low odor floor finish. 5 gallon plastic pails.	48531698	NCL – Invincible #0595-21	36	\$56.96
2	<u>Floor Finish, General</u> – Non-yellowing, low odor floor finish. 5 gallon plastic pails.	48531699	NCL - 24/7 Non Buffing #0593-21	36	62.46
3	<u>Cleaner, Floor, Neutral</u> – Neutral floor cleaner that will not harm floor finishes.	48531492	NCL – Image #0927-21	36	23.44
4	<u>Floor Finish Stripper</u>	48531498	NCL – Bare Bones #1058-21	36	48.66

Category #2

BUCKEYE CLEANING CENTERS (V-18587)

ITEM NO.	DESCRIPTION	TERMS ITEM NO.	CLASS, BRAND & PRODUCT NUMBER BID	STANDARD SHIPPING CONTAINER	MINIMUM ORDER QUANTITY	UNIT PRICE
1	<u>Floor Finish, Special</u>	48531694	Buckeye – Castleguard High Speed 25% Solids #B.CASTAP	5 Gal. Action Pack	1	\$88.77
2	<u>Floor Finish, Special</u>	48531696	Buckeye – Liquid-Max Non Buffing #B.LIQMAXAP	5 Gal. Action Pack	1	79.50
3	<u>Floor Finish Stripper</u>	48531700	Buckeye – RipSaw #B.RIPSAP	5 Gal. Action Pack	1	61.35
4	<u>Floor Finish</u>	TBD	Buckeye – Clarion 25 #B.CLAR25AP	5 Gal. Action Pack	1	58.55
5	<u>Floor Finish</u>	TBD	Buckeye – 1844 #B.1844AP	5 Gal. Action Pack	1	59.34

Category #3

GEM SUPPLY COMPANY, INC. (V-27093)

ITEM NO.	DESCRIPTION	TERMS ITEM NO.	CLASS, BRAND & PRODUCT NUMBER BID	MINIMUM ORDER QUANTITY	UNIT PRICE PER CASE
1	<u>Floor Finish, Remover</u> – 12 quarts/case.	48531701	Zagers Brand – A.C.E. #Z-310-MAX	1 Case	\$114.16
2	<u>Floor Finish Ultra Seal/Finish</u> – 5 gallon pail.	TBD	Zagers Brand – A.C.E. 495 #Z-495-PL	1 Pail	59.22
3	<u>Floor Finish, Nano Fuse</u> – 5 gallon pail.	TDB	Zagers Brand – A.C.E. 426 #Z-426-PL	1 Pail	79.26

Category #4

SANI-CHEM CLEANING SUPPLIES, INC. (V-1962)

ITEM NO.	DESCRIPTION	TERMS ITEM NO.	CLASS, BRAND & PRODUCT NUMBER BID	MINIMUM ORDER QUANTITY	UNIT PRICE PER CASE
1	<u>Floor Finish Stripper</u>	TBD	Spartan Shinline Emulsifier Plus #008405	1 Pail	\$42.39

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

11.18.a

School Board Meeting of: December 6, 2016

Bid No: 17-060-113-PB

Bid Title: Automotive, Truck & School Bus Parts, Supplies, Equipment, Accessories & Specialized Repairs

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: \$ 67,400.00

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

Renewal Options:

No. of Terms Remaining	<input type="checkbox"/> Length of Each Term 6-months	<input type="checkbox"/> Length of Each Term - year	<input checked="" type="checkbox"/> None
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*** Rationale/Reason**

Piggyback School Board of Hernando County Bid #15-060-02 for Matco tools for automotive program.

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:** Largo High School
Title: Director, Purchasing Department

Requested By: Robert Hawkins **Buyer:** Jason O'Toole
Title: Specialist, Career, Technical & Adult Education Department

Recommended award by vendor as follows: (see attached)

Provide and deliver various Matco Company products at the discounts listed below per the School Board of Hernando County contract.

MATCO TOOL COMPANY (V-22360)

Section 1B – Automotive Small Hand Tools

Manufacturer	Discount	Catalog Name	Catalog Section	Comments
Matco Tools	37% - 56%	Type 56/10	All Sections	Discounted from Retail
Silver Eagle by Matco Tools	37% - 56%	Type 56/10	All Sections	Discounted from Retail
Armstrong	37% - 56%	Type 56/10	All Sections	Discounted from Retail
OTC	20% - 56%	Type 56/10	All Sections	Discounted from Retail
Kent-Moore Tools	20% - 56%	Type 56/10	All Sections	Discounted from Retail

Section 1F – Equipment & Machinery

Manufacturer	Discount	Catalog Name	Catalog Section	Comments
Matco Tools	10% - 56%	Type 56/10	All Sections	Discounted from Retail
Ammco Lathes	10% - 56%	Type 56/10	All Sections	Discounted from Retail
Coats Tire Equipment	10% - 56%	Type 56/10	All Sections	Discounted from Retail
Cajoli Diagnostics	10% - 56%	Type 56/10	All Sections	Discounted from Retail
SPX-OTC Equipment	10% - 56%	Type 56/10	All Sections	Discounted from Retail
Forward Lifts	10% - 56%	Type 56/10	All Sections	Discounted from Retail

Attachment: Bids (12-6-16) (6075 : Bids)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: December 6, 2016

Bid No: 17-670-106-RN

Bid Title: Plumbing Supplies

Original Bid No: 16-670-058

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- Lowest Responsive Bid, Request for Proposal, Reject Bids, Piggy-Back Bid per 6A-1.012 (6), Sale of Property, Revised Award *, Highest Point Score, Re-Award (partial/whole) *, State Contract per 6A-1.012 (5), Renewal of Contract, Contract/Bid Termination *, Contract Extension * Term: ____, Co-Op Bid, Professional Services per FS 287.055, Direct Negotiation per 6A-1.012 (14), Emergency Ratification *

Contract Period: 12/14/16 thru 12/13/17 N/A - One Time Purchase

Contract Value: \$ 600,000.00

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

Renewal Options table with columns: No. of Terms Remaining, Length of Each Term, Length of Each Term, None. Values: 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 For: Maintenance Department
Title: Director, Purchasing Department

Requested By: Michael Hewett Buyer: Jason O'Toole
Title: Director, Maintenance Department

Recommended award by vendor as follows: (see attached)

Provide and deliver plumbing supplies to various locations county wide, at firm discounts to be deducted from the manufacturer's list prices for the contract period. Awarded vendors are also expected to provide copies of applicable pages from manufacturer's pricelists at the time requested prior to order placement.

FERGUSON ENTERPRISES, INC. (V-794)

TAMPA WINSUPPLY, INC. (V-27356)

Category No.	Category Description	Mfr. Bid	Discount from List Price	Vendor
1	PVC Pipe Sch 40 & DWV	Charlotte	30%	Tampa Winsupply, Inc.
2	PVC Pipe Fittings Sch 40 & DWV	Nibco	87%	Tampa Winsupply, Inc.
3	Copper Pipe, Type L	Mueller	63%	Ferguson Enterprises, Inc.
4	Copper Pipe Fittings	Nibco	84%	Tampa Winsupply, Inc.
5	Soft Copper Tubing	Mueller	59%	Ferguson Enterprises, Inc.
6	Dialectic Unions <i>Domestic Only</i>	ProFlo	70%	Ferguson Enterprises, Inc.
7	Toilet Seats	ProFlo	57%	Ferguson Enterprises, Inc.
8	Toilets & Urinals	American Standard	69%	Ferguson Enterprises, Inc.
9	Lavatory Sinks & Accessories	ProFlo/American Standard	69%	Ferguson Enterprises, Inc.
10	Classroom Sinks	Just	58%	Tampa Winsupply, Inc.
11	Bubblers	Elkay	55%	Ferguson Enterprises, Inc.
12	Water Coolers & Fountains	Elkay	55%	Ferguson Enterprises, Inc.
13	Commercial Water Heaters	State	40-45%	Ferguson Enterprises, Inc.
14	Thermostats	Camco	50%	Tampa Winsupply, Inc.
15	Solid Interceptors	Zurn	84.5%	Tampa Winsupply, Inc.
16	Faucets	Zurn	66-71%	Ferguson Enterprises, Inc.
17	Spuds <i>Domestic Only</i>	ProFlo	65%	Ferguson Enterprises, Inc.
18	Angle Stops	ProFlo	65%	Ferguson Enterprises, Inc.
19	Fernco Adapters	Fernco	77.5%	Ferguson Enterprises, Inc.
20	Metal Traps & Tailpieces	ProFlo	68%	Ferguson Enterprises, Inc.

Attachment: Bids (12-6-16) (6075 : Bids)

Category No.	Category Description	Mfr. Bid	Discount from List Price	Vendor
21	Sloan Valves & Parts	Sloan	53.5-62%	Ferguson Enterprises, Inc.
22	Sillcocks	Woodford	62%	Ferguson Enterprises, Inc.
23	Plastic Traps & Tailpieces	Dearborn	83%	Tampa Winsupply, Inc.
24	Ball Valves, <i>Domestic Only</i>	Milwaukee	85%	Ferguson Enterprises, Inc.
25	FlowGuard CPVC Pipe & Fittings	N/A	N/A	No acceptable bids received
26	Threaded Brass Nipples & Fittings Sch 40	Jones Stephens	69-94%	Tampa Winsupply, Inc.
27	Check Valves, <i>Domestic Only</i>	ProFlo	65%	Ferguson Enterprises, Inc.
28	Escutcheons	Jones Stephens	40%	Tampa Winsupply, Inc.
29	Boiler Drains	ProFlo	65%	Ferguson Enterprises, Inc.
30	Brass Plugs, DWV <i>Domestic Only</i>	Jones Stephens	43.5%	Tampa Winsupply, Inc.
31	Solder & Flux	Worthington	65%	Ferguson Enterprises, Inc.
32	Water Supplies	ProFlo	72%	Ferguson Enterprises, Inc.
33	Water Filters	Aqua-Pure	50%	Tampa Winsupply, Inc.
34	Sewer Vents	ProFlo	65%	Ferguson Enterprises, Inc.
35	Mechanical Joint Couplings	Jones Stephens	55%	Tampa Winsupply, Inc.
36	Miscellaneous Items	Various	Various	Ferguson Enterprises, Inc.
TERMS #				
67070160	Caps, closet bolt, plastic	ProFlo	69%	
67072040	Bolts, closet, brass	ProFlo	69%	
67072044	Bolts, tank-to bowl	ProFlo	69%	
67072125	Plumber's Cloth	ProFlo	69%	
67072147	Cover, Cock-hole 2"	ProFlo	69%	
67072830	Lever, Tank	ProFlo	69%	
67072911	Tape, Teflon 1/2"	ProFlo	69%	
67073145	Plumber's Putty	Oatey	65%	
67073407	Wax Ring, Toilet	ProFlo	70%	
67077533	Wax Ring, Urinal	ProFlo	76%	
67077534	Flapper, Red Korby Reg.	Korby	60%	
67077535	Flapper, Red Korby 1.6 gl	Korby	68%	

Attachment: Bids (12-6-16) (6075 : Bids)

School Board Meeting of: **December 6, 2016**

Bid File No: 17-205-115-SS

Bid File Title: Sole Source Software License

Contract Period: 01/01/17 thru 12/31/17 N/A - One Time Purchase

Contract Value: \$ 87,400.00

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

*** Rationale/Reason**

The vendor holds the copyrights and distribution rights to this software.

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

Requested By: Margaret Paynter **Buyer:** Lindsey Bennett
Title: Managing Officer Adult Education, CTAE

Recommended award by vendor as follows:

DRC CTB (V-33713)

Provide and deliver an unrestricted license for "TABE-PC" software. Ancillary materials and starter sets will be purchased at current catalog pricing throughout the year.

Attachment: Bids (12-6-16) (6075 : Bids)



Amendment No. 005
TABE License Agreements
DRC Contract No. 06868-LY11-000

This Amendment No. 005 ("Amendment 005") made effective as of October 17, 2016 by and between Data Recognition Corporation, with an office at 20 Ryan Ranch Road, Monterey, California 93940 ("DRC") and Pinellas County Schools, with an office at 301 4th Street SW, Largo, Florida 33770 ("PCS"), (DRC and PCS shall be collectively referred to as "the Parties").

Whereas, the "Parties, entered into an Agreement No. 06868-LY11-000, dated October 26, 2011; Amendment 001 dated September 7, 2012; Amendment 002 dated November 4, 2013; Amendment 003 dated September 26, 2014, assigned to DRC July 1, 2015; and Amendment 004 dated October 8, 2015 (collectively the "Agreement"); and

Whereas, the Parties entered into good faith negotiations to extend the Agreement; and

Whereas, the Parties hereby seek to amend the Agreement to extend it;

Now therefore, the Agreement is hereby amended as follows:

- 1. Paragraph 3 of Page 1 is amended to extend the Term of the Agreement to January 1, 2017 through December 31, 2017 (herein "Fifth Extension Term").
2. Paragraph 4 of Page 1 is amended to add to the paragraph the following: For the Fifth Extension Term, the total annual subscription/license fee ("Fee") for shall be \$87,400.00 for TABE PC, conditioned upon the return of this Agreement executed to DRC and DRC's receipt of a Purchase Order from PCS referencing the Agreement number and confirming purchase by December 15, 2016."
3. Except as otherwise provided in this Amendment, the terms and conditions of the Agreement shall remain unchanged.

As signified by signatures of authorized representatives of the Parties below, the Parties have caused this Amendment to be effective as of the first date written above.

Pinellas County Schools

Data Recognition Corporation

By _____
Authorized Signatory

By [Signature]
Authorized Signatory

Print Name and Title

Mark Limbach, VP Finance
Print Name and Title

Date Approved As To Form:

November 3, 2016
Date

[Signature]
School Board Attorneys Office

Attachment: Bids (12-6-16) (6075 : Bids)



TABE-PC

2017 TABE-PC[®] 9&10

Ship to

Name: Anne Morgan
 Organization Name: Pinellas County Public Schools
 Shipping Address: _____
 City: _____
 State: _____ Zip Code: _____
 Phone: _____
 Email Address: _____

Bill to

Name: _____
 Organization Name: _____
 Billing Address: _____
 City: _____
 State: _____ Zip Code: _____
 Phone: _____
 Email: _____

P.O. #: Ship Via: Order Date:

PLEASE NOTE!

- TABE-PC, version 6.5, now includes Prescriptive Reports for books from McGraw-Hill Contemporary and Steck-Vaughn, an \$850 value.
- TABE PC Readers for TABE Español are required, but are out of print. Digital copies are available upon request.

TABE License Agreement for TABE PC Unlimited from January 1, 2017 - December 30, 2017

1	Unlimited	TABE 9/10 PC Licence Agreement			87,400
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Please attach purchase order and any special billing forms. Applicable state and local taxes are prepaid and will be added to your invoice. Prices effective through December 31, 2016.	Grand Total:	\$87,400.00
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Please submit your orders to DRC | CTB Customer Service via phone, fax, email, or mail.

PO Box 881002, Indianapolis, Indiana 46208-1002

Phone: 800-538-9547 Fax: 800-282-0266

Email: Customer_Service_Ind@ctb.com

Please charge my credit card for the total costs plus all applicable shipping & handling and applicable state and local taxes.

Visa Discover Name on Card: _____
 Master Card Card Number: _____ Exp. Date: _____ CVV: _____
 AMEX (Check One) Signature: _____

DRC|CTB shall have the right to use student personal information and data and licensee information for research purposes for development of assessment tests, statistical analysis and norms and other research purposes (collectively "Research"), provided that students' identifiable information will be used only in the aggregate so the privacy of the individual's such information will be maintained.

Customer Privacy Notice: Data Recognition Corporation respects your privacy. We use your contact information to fulfill your requests and service your account. Your information is located in a secure database in the U.S. and access is limited to authorized persons. You may go to <http://info.ctb.com/Preference> or contact DRC|CTB Privacy Official, 20 Ryan Ranch Road, Monterey, CA 93940 or call 1 800 538 9747 to Opt Out, review your data or ask questions. For more information about Data Recognition Corporation's Privacy Policy, visit our website at www.datarecognitioncorp.com/Pages/privacy.aspx. To learn more about how Data Recognition Corporation applies this Policy, visit <http://www.ctb.com/control/EcomPrivacyMainView>



Attachment: Bids (12-6-16) (6075 : Bids)

School Board Meeting of: **December 6, 2016**

Bid File No: 17-205-112-SS

Bid File Title: Sole Source Software Support

Contract Period: 12/11/16 thru 12/10/17 N/A - One Time Purchase

Contract Value: \$ 63,120.00

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

*** Rationale/Reason**

Microsoft is the sole provider for the Premier Support Services Agreement.

Submitted By: Linda M. Balcombe, CPPO, CPPB **For:** Technology and Information Systems
Title: Director, Purchasing Department

Requested By: Thomas Lechner **Buyer:** Lindsey Bennett
Title: Assistant Superintendent, Technology and Information Systems

Recommended award by vendor as follows:

MICROSOFT ENTERPRISE SERVICES (V-31885)

Microsoft Premier Services is an enterprise support agreement designed to assist district personnel to maximize their IT investments and maintain enterprise systems at peak performance levels for all Microsoft products within the district. A Technical Account Manager is assigned to the school district to ensure effective usage of the service and provide a direct link to Microsoft. The Microsoft team will review our system's architecture to reduce risks to the IT infrastructure and obtain higher productivity.

Attachment: Bids (12-6-16) (6075 : Bids)

Microsoft Premier Support Services Description Schedule: Fee and Named Contacts

(Microsoft Affiliate to complete)
Premier Support Services Description Number
(Microsoft Affiliate to complete)
Schedule Number

001414963
REN_001454405

Customer Name: FL-Pinellas County School Board

This Schedule is made pursuant to the Microsoft Premier Support Services Description identified above (the "Services Description"). The terms of the Services Description and applicable Exhibits are incorporated herein by this reference and by accepting Our performance of Services under this Schedule You agree to be bound by these terms. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement and the Services Description. Regardless of any terms and conditions contained in any purchase order, the terms of this Schedule apply.

By signing below the parties acknowledge and agree to be bound to the terms of the Services Description.

Approved As To Form:
[Signature]
School Board Attorneys Office

Customer	Microsoft Affiliate
Name of Customer (please print) FL-Pinellas County School Board	Name Microsoft Corporation
Signature	Signature
Name of person signing (please print)	Name of person signing (please print)
Date	Date

Term
This Schedule will commence on <u>12/11/2016</u> (the "Commencement Date") and will expire on <u>12/10/2017</u> (the "Expiration Date").

1. PREMIER SUPPORT SERVICES AND FEES. The quantities listed in the table below represent the amount of Services that You have pre-purchased for use during the term of this Schedule and applicable fees.

a. Fee Summary

Services Summary	Total Price (US\$)
Country, United States	\$63,120
Total Amount Due	\$63,120

Attachment: Bids (12-6-16) (6075 : Bids)

b. Services by Support Location

Country : United States (Premier Standard 0)
<ul style="list-style-type: none"> • Support Account Management (estimated at 120) • Up to 40 hours for Support Assistance* • Up to 120 hours for Problem Resolution Support • Four (4) Onsite Resource Visits • Unlimited User Access to Premier Online Website Included

* All registration requirements for Workshops and Events must be completed by You no later than 60 days prior to the expiration date of this Fee and Named Contacts Schedule(s).

2. MICROSOFT CONTACT

Microsoft Contact: Contact for questions and notices about this Schedule and the Services Description:

Microsoft Contact Name: Jennifer Carley
Phone: 800.434.3830
Email: y-jencar@microsoft.com

3. CUSTOMER NAMED CONTACTS

- a. **Premier Customer Named Contacts:** Any subsequent changes to the Named Contacts should be submitted to the Services Resource CSM.

Contacts will be carried forward from the previous Term.