

District School Board of Indian River County
1990 25th Street, Vero Beach, FL 32960
Business Meeting
Agenda

Date: November 4, 2014

Time: 6:00 p.m.

Room: Teacher Education Center (TEC)

It is hereby advised that if a person decides to appeal any decision made by the Board with respect to any matter considered at this meeting, he/she will need to ensure that a verbatim record is made that includes the testimony and evidence upon which the appeal is to be made.

- I. CALL MEETING TO ORDER – Chairman Johnson
- II. INSPIRATIONAL MESSAGE by Chairman Johnson
- III. PLEDGE OF ALLEGIANCE TO THE FLAG AND PRESENTATION OF COLORS BY Sebastian River High School Naval Junior ROTC under the Direction of James R. O’Neal, Master Gunnery Sergeant USMC (retired)
- IV. ADOPTION OF ORDERS OF THE DAY
- V. PRESENTATIONS
 - A. Results of the 2005 COP Refunding Transaction – Ford & Associates – Mr. Morrison**
- VI. CITIZEN INPUT
- VII. CONSENT AGENDA
 - A. Approval of Minutes**
 - 1. Business Meeting held 10/21/2014
 - 2. Discussion Session Superintendent Search held 10/23/2014
Superintendent recommends approval.
 - B. Approval of Personnel Recommendations – Mr. Fritz**

Attached is a list of personnel recommendations that includes personnel additions, terminations, and/or changes. Superintendent recommends approval.
 - C. Approval of Budget Amendments – Mr. Morrison**

This request is for approval of the following budget amendments for fiscal year ending June 30, 2014:

 - Amendment #1/Final – Enterprise Fund Extended Day
Superintendent recommends approval.

D. Approval of Sebastian River Middle School's New Booster Organization – Mr. Morrison

Approval is recommended for the following new booster organization for Sebastian River Middle School: FBLA (Future Business Leaders of America). Superintendent recommends approval.

E. Approve of Renewal Agreement with the Visiting Nursing Association 2014-15 – Mr. Rynberg

This renewal agreement reflects a cooperative spirit between this health institution and the School Board in delivering clinical experiences to our students enrolled in Technical Center of Career and Adult Education Nursing Programs over the next two years beginning in October 2014. There is no cost to the District. Superintendent recommends approval.

F. Approval of 2014-2015 School Improvement and Differentiated Accountability Plan for Liberty Magnet – Mr. Green

Liberty Magnet's School Improvement and Differentiated Accountability Plan is respectfully submitted with recommendations for approval. Their plan may be accessed at the following location: <https://www.floridacims.org/districts> ; no login is necessary. Click "31-Indian River County" and then select "Liberty Magnet" to view the plan. Liberty Magnet's School Advisory Council has approved the plan. Superintendent recommends approval.

VIII. ACTION AGENDA

A. Approval of Guaranteed Maximum Price for the New Administration Complex Project (Phase II) – Pirtle Construction Company (SDIRC #2014-22) – Mr. Morrison

Approval is recommended for the Guaranteed Maximum Price (GMP) for the New Administration Complex Project (Phase II) in the amount of \$5,399,380. This price includes all construction costs, plus management costs with Pirtle Construction Company. Phase II of this project will include the construction of a new 34,952 sq. ft. Administration Complex Building. This price does not include the architect fees, engineering fees, or FF&E associated with the project. Superintendent recommends approval.

B. Approval of Agreement for Architectural Services with Harvard Jolly Architecture for New Beachland Elementary Cafeteria – Mr. Morrison

Approval is recommended for the agreement for Architectural Services between the School Board of Indian River County and Harvard Jolly Architecture. This agreement is for Professional Architectural Services as defined in Exhibit "A" for the design of the New Cafeteria at Beachland Elementary School. The contract sum totals \$303,520.00, as defined in Article 3, Fees and Payment. The contract sum was negotiated on September 3, 2014, between the District's Negotiation Team and Harvard Jolly Architecture. Superintendent recommends approval.

C. Approval of Release of Final Retainage Payment to Pirtle Construction Company for the Fellsmere Elementary Expansion Project (SDIRC 2012-11) – Mr. Morrison

Approval is recommended for the release of Final Retainage in the amount of \$118,235.08 to Pirtle Construction Company for the Fellsmere Elementary Expansion Project Phases I & II (SDIRC 2012-11). The total contract amount of \$8,801,540 for this project consists of preconstruction fees in the amount of \$128,634, the Guaranteed Maximum Price (GMP) for Phase I in the amount of \$2,546,247 was Board approved on March 12, 2013; and the Guaranteed Maximum Price (GMP) for Phase II in the amount of \$6,126,659 was Board approved on July 23, 2013. The final construction cost for this project totals \$8,557,170.66. The unused portion of the GMP, in the amount of \$244,369.34, is a savings to the District. Final payment is being brought to the Board for approval in accordance with Florida Statute 1013.50. The final payment to the contractor consists of the project retainage that is held until project completion. Superintendent recommends approval.

D. Approval to Accept Construction Attestation Report for Vero Beach Elementary Project – Mr. Morrison

On August 12, 2008, the School Board approved District staff to engage the firm of Carr, Riggs & Ingram, LLC, to perform agreed upon procedures relative to the construction costs and related contract for the construction of the Alternative Education Center. Subsequently, under the Superintendent’s purchasing authority, this firm was engaged to perform construction attestation services for the Vero Beach Elementary project. The purpose of this engagement is to affirm that the contract terms were properly applied to the job costs of the project and to ensure the District did not overpay for any items during the billing process. The cost of this will be paid for out of the capital projects fund. In the event any project costs are recovered, the proceeds will be used to offset the fee. Based on the attestation procedures performed the following is a reconciliation of the guaranteed maximum price (GMP) versus total amounts paid:

Construction:	Amounts
Adjusted GMP per Construction Manager	\$ 12,277,449
Adjusted GMP based on attestation procedures	\$ 12,269,562
Owed to the district	\$ 7,887

A check in the amount of \$7,887 has been received from Proctor Construction in full settlement of the amount owed to the District for the Vero Beach Elementary Project. Superintendent recommends approval.

IX. SUPERINTENDENT’S REPORT

X. DISCUSSION

No discussion items

XI. SCHOOL BOARD MEMBER MATTERS – Chairman Johnson

XII. INFORMATION AGENDA
No information items

XIII. SUPERINTENDENT’S CLOSING

XIV. ADJOURNMENT – Chairman Johnson

Anyone who needs a special accommodation may contact the School District’s American Disabilities Act Coordinator at 564-3071 (TTY 564-8507) at least 48-hours in advance of the meeting. NOTE: Changes and amendments to the agenda can occur 72-hours prior to the meeting. All business meetings will be held in the Teacher Education Center (TEC) located in the J.A. Thompson Administrative Center at 1990 25th Street, Vero Beach, Fl 32960, unless otherwise specified. Meetings may broadcast live on Comcast/Xfinity Ch. 28, AT&T Uverse Ch. 99, and the School District’s website stream; and may be replayed on Tuesdays and Thursdays at the time of the original meeting. For a schedule, please visit the District’s website at www.indianriverschools.org/iretv. The agenda can be accessed by Internet at <http://www.indianriverschools.org>.

The District School Board of Indian River County met on October 21, 2014, at 6:00 p.m. The business meeting was held in the Teacher Education Center located at the J.A. Thompson Administrative Center, 1990 25th Street, Vero Beach, Florida 32960. District School Board Members attending were: Chairman Carol Johnson, Vice Chairman Matthew McCain, and Board Members: Claudia Jiménez, Karen Disney-Brombach, and Dale Simchick. Dr. Frances J. Adams, Superintendent of Schools; and Suzanne D’Agresta, School Board Attorney, were also present.

Meeting Minutes

- I. Meeting was called to order by Chairman Johnson.
- II. Inspirational message was given by Mrs. Disney-Brombach.
- III. PLEDGE OF ALLEGIANCE TO THE FLAG AND PRESENTATION OF COLORS by Vero Beach High School’s Air Force Junior ROTC under the Guidance of Wade E. Dues, Chief Master Sergeant (ret), USAF
- IV. ADOPTION OF ORDERS OF THE DAY
Chairman Johnson called for a motion. Mrs. Disney-Brombach moved approval of the Orders of the Day. Ms. Jiménez seconded the motion and it carried unanimously, with a 5-0 vote.
- V. PRESENTATIONS
 - A. **School Bus Safety Week Poster Contest Recognition – Mr. Tucker**
District School Board and Superintendent recognized Emma Moscoso as the School District’s 1st Place Winner in Division 2 District wide, “Be Smart, be Seen, I Wait in a Safe Place” themed poster contest held last school year while she was a 4th grade student at Glendale Elementary School. Mr. Tucker read the letter received by Emma from the Florida Association for Pupil Transportation in which she was notified that she placed 2nd in Division II, Florida Department of Education Bus Safety Week Poster Contest, State wide contest.
- VII. CITIZEN INPUT
Liz Cannon requested to speak on ELA Benchmark.
- VI. CONSENT AGENDA
Chairman Johnson called for a motion. Ms. Jiménez moved approval of the Consent Agenda. Mrs. Simchick seconded the motion. A Board Member talked about the new template for the School Improvement and Differentiated Accountability Plans. Mr. Green talked about the changes to the template. The Board voted unanimously in favor of the motion, with a 5-0 vote.

A. Approval of Minutes

1. Discussion Session held 10/7/2014
2. Business Meeting held 10/7/2014

Superintendent recommended approval.

B. Approval of Personnel Recommendations – Mr. Fritz

Attached was a list of personnel recommendations that included personnel additions, terminations, and/or changes. Superintendent recommended approval.

C. Approval to Dispose of Surplus Property – Mr. Morrison

This request was for approval to dispose of surplus property in accordance with Florida Statutes 274.05 and 274.06. The attached lists represented property to be deleted from various inventories and/or for items that had been declared surplus. Included in this list were 14 buses that had been declared surplus by the District's Transportation Department. The request included two of the surplus buses to be donated to the Economic Opportunities Council (EOC) of Indian River, Inc., for their Head Start program. The EOC 501(c) (3) was on file with the District's Property Records Department. After Board approval, property would be recycled, donated, and/or auctioned. It was requested that the property be deleted from the Fixed Asset Ledger. Superintendent recommended approval.

D. Approval to Renew RFQ #2012-16 for Engineering Testing Services with Listed Firms- Mr. Morrison

Pursuant to School Board Policy 6320 and the terms and conditions of RFQ #2012-16, the Purchasing Department requested approval to renew this RFQ for one final year. Awarded firms included: Ardaman & Associates, Inc.; Dunkelberger Engineering & Testing, Inc.; GFA International, Inc.; GLE Associates, Inc.; Keller, Schleicher & MacWilliam Engineering and Testing; MBV Engineering, Inc.; Nutting Engineers of Florida, Inc.; Professional Services Industries, Inc.; and Universal Engineering Sciences, Inc. All specifications, terms, and conditions would remain the same. Attached were copies of the renewal letters. Superintendent recommended approval.

E. Approval of 2014-2015 School Improvement and Differentiated Accountability Plans – Mr. Green

School Improvement and Differentiated Accountability Plans were respectfully submitted with recommendations for approval. Each School Improvement Plan may be accessed at the following location: <https://www.floridacims.org/districts>; no login was necessary. Click 31-Indian River County and select the school you wish to view. Attached was a list of schools that had submitted plans approved by their School Advisory Councils and a District Review Committee. Superintendent recommended approval.

F. Approval of Superintendent's Evaluation Instrument and Evaluation Timeline for 2014-2015 School Year – Chairman Johnson

In 2013, after a review of evaluation instruments from several School Districts in Florida, the attached instrument was developed. This document provided guidelines for professional standards and a timeline for completion and review. At the request of the Board, an overall rating of professional standards was added to the last page of the evaluation instrument. Superintendent recommended approval.

G. Approval of Student to Attend School Out of County – Dr. Adams

Parent resided in Indian River County and requested permission for his/her child to attend school in St. Lucie County for the 2014-2015 school year. The parent's mother was a teacher at an elementary school in St. Lucie County. Parent requested to enroll his/her child in his/her Mother's school. Superintendent recommended approval.

VII. ACTION AGENDA

A. Approval of Contract with Dr. Wayne Blanton of the Florida School Boards Association to Conduct a Superintendent Search, Cost Not to Exceed \$10,000 – Chairman Johnson

The Chair negotiated a contract with Dr. Wayne Blanton of the Florida School Boards Association, as directed by the School Board at their September 23, 2014, Superintendent Search Discussion Session. The total amount of the contract was not to exceed \$10,000. Chairman recommended approval.

Chairman called for a motion. Mrs. Simchick moved approval of the contract with Florida School Boards Association to conduct a Superintendent search, with the cost not to exceed \$10,000. Mr. McCain seconded the motion and it carried unanimously, with a 5-0 vote.

B. Approval of Naming of Parent Pick-up Access Road at Rosewood Magnet School – Dr. Adams

Rosewood Magnet School Advisory Council requested approval to name the school's new parent pick-up access road, "Dillon Drive," in honor of Mrs. Dillon's career achievements at Rosewood Magnet. Mrs. Dillon would retire as Principal of Rosewood Magnet in December 2014. The committee had a unanimous vote in favor of naming the access road "Dillon Drive." Superintendent recommended approval.

Citizen Input Request:

Rosewood Magnet School students, Matteo Iacono and Liam Ritchie, requested to speak using a PowerPoint presentation of Principal Dillon's career accomplishments at Rosewood.

Chairman Johnson called for a motion. Mrs. Disney-Brombach moved approval of the request to name the school's new parent pick-up access road, "Dillon Drive," in honor of Mrs. Dillon's career achievements at Rosewood Magnet. Mrs. Simchick seconded the motion. Board Members, Superintendent, and Principal Dillon spoke to the motion. The Board voted unanimously in favor of the motion, with a 5-0 vote.

C. Approval to Accept Internal Accounts Audit Report for Fiscal Year that ended on June 30, 2014 – Mr. Morrison

The Internal Accounts Audit Report for the fiscal year that ended on June 30, 2014, had been completed. Incorporated within the Internal Account Audit Report were the Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters as completed by Mayer, Hoffman, and McCann P.C. This report was ordered to be filed as part of the public records of the Board, making mention of this fact in the minutes. A copy of the report was available for review in the Office of the School Board Secretary at 1990 25th Street, Vero Beach, Florida, 32960; and on the District website at www.indianriverschools.org. Superintendent recommended approval.

Chairman Johnson called for a motion. Mr. McCain moved approval to accept the Internal Accounts Audit Report for the fiscal year that ended on June 30, 2014. Ms. Jiménez seconded the motion. Board Members and Mr. Morrison spoke to the motion. The Board voted unanimously in favor of the motion, with a 5-0 vote.

D. Approval to Renew Financial Advisory Agreement with Ford & Associates - Mr. Morrison

Approval was recommended to renew the Letter of Agreement between the School Board of Indian River County and Ford & Associates, Inc., for the provision of Financial Advisory Services. The current agreement had been in place since July 13, 2004, and the firm held all rates for financial advisory services constant. The updated agreement was based on a per transaction fee dependent on the varying level of debt financings, plus the reimbursement of necessary and ordinary expenses. In addition, the hourly rates for support staff services had been updated to reflect current costs and market conditions. Superintendent recommended approval.

Chairman Johnson called for a motion. Ms. Jiménez moved approval to renew the Financial Advisory Agreement with Ford & Associates. Mrs. Simchick seconded the motion and it carried unanimously, with a 5-0 vote.

E. Approval of Updated Organizational Chart for 2014-2015 – Dr. Adams

The 2014-2015 Organizational Chart approved by the Board on June 3, 2014, had been updated to reflect changes in the names of two departments and the addition and renaming of one department. The changes were: Purchasing was now Purchasing & Central Distribution; Staff Development was now Professional Development; added with a name change: Adult & Community Education was now Technical Center for Career & Adult Education. Superintendent recommended approval.

Chairman Johnson called for a motion. Mrs. Simchick moved approval of the updated Organizational Chart for 2014-2015. Mr. McCain seconded the motion and it carried unanimously, with a 5-0 vote.

VIII. SUPERINTENDENT'S REPORT

Dr. Adams congratulated the Professional Development Department who held 29 separate in-services opportunities for staff during the first Teachers' in-service day. She said that they were all very well attended. Dr. Adams also reported on the United Way Community Leaders Breakfast and Spirit of Indian River County Awards that was held on this date. She said that their new focus/vision was on education.

IX. DISCUSSION

Ms. Jiménez asked the Superintendent if the FAIR (Florida Assessments for Instruction in Reading- optional K-12) testing was mandated by the State and why the District was also doing Benchmarks. She asked the Superintendent about the quality of the Benchmark tests. Dr. Adams spoke to her questions. Mr. Rynberg spoke to the need for Benchmarks and FAIR testing for progress monitoring to guide staff as to where their students were presently. He said he would get specific information for the Board. Chairman Johnson said that the additional information could be vetted to the Board at the next Discussion Session on November 4.

X. SCHOOL BOARD MEMBER MATTERS – Chairman Johnson

Mrs. Disney-Brombach thanked Judy Jones for the bulletin boards in the District Office.

Mrs. Simchick asked students to be very careful and safe on Halloween.

Ms. Jiménez gave a shout out for all elementary school that participated in the International Walk to School Day.

XI. INFORMATION AGENDA

A. Charter School Financials – Mr. Morrison

Charter school financial statements were presented to the Board for information only. No approval of a charter school's financial statement was required. This presentation of charter school financial statements was to demonstrate compliance with section 1002.33, Florida Statutes. Specifically, subsection (5) (b) required the District, as sponsor, to monitor the revenues and expenditures of the charter school and to perform the duties provided in s. 1002.345. High performing charter schools were only required to submit financials quarterly. All charter schools currently operating in Indian River had been designated as high performing. Indian River Charter High School, Imagine Schools of South Vero, Sebastian Charter Junior High School, and St. Peter's Academy opted to submit their financials quarterly. North County Charter School opted to submit their financials monthly.

B. Monthly Facilities Report – Mr. Morrison

See attached report.

XII. SUPERINTENDENT'S CLOSING

Dr. Adams talked about a follow-up meeting with the Superintendent's Student Advisory Committee regarding activities in the community and what they felt that they needed. She complimented both the students' for their feedback and the community members who participated. A video was presented on integrating technology into the classrooms through a partnership with the Learning Alliance.

XIII. ADJOURNMENT – Chairman Johnson

With no further business, the meeting adjourned at approximately 6:47 p.m.

The District School Board of Indian River County met on October 23, 2014 at 9:00 a.m. The discussion was held in the Large Instructional Conference Room located at the J.A. Thompson Administrative Center, 1990 25th Street, Vero Beach, Florida 32960. District School Board Members attending were: Chairman Carol Johnson, Vice Chairman Matthew McCain, and Board Members: Claudia Jiménez, Karen Disney-Brombach, and Dale Simchick. Suzanne D'Agresta, School Board Attorney, was also present. Dr. Frances J. Adams, Superintendent of Schools, was not present.

Discussion Session on Superintendent Search Minutes

- I. Discussion session was called to order by Chairman Johnson.

- II. Introductions and Purpose of the Discussion – Chairman Johnson
Chairman Johnson introduced Dr. Blanton, Executive Director of the Florida School Boards Association. Dr. Blanton introduced Andrea Mezzina, former School Board Member, who was employed as the Director of Board Development for the Florida School Boards Association working on the Superintendent Search. He said that Mr. Bill Graham was also a former School Board Member, who was employed as the Executive Director of Florida School Labor Relations Service with the Florida School Boards Association working on the Superintendent Search for Indian River School District.

Dr. Blanton began his overview of the search process by stating that the most important job that School Board Members had was hiring the Superintendent.

- III. Timeline and Selection Process – Dr. Blanton
Dr. Blanton talked to the Board about what to expect as far as candidates were concerned. He did an overview of the decisions that would need to be made by the School Board during the search. Dr. Blanton gave suggestions on what to look for in a resume.

National Search

Dr. Blanton stated that the Board had already established that they were interested in doing a national search.

Cut Off for Resumes

Board Members agreed to February 20, 2015, as the cut off for acceptance of resumes.

Selection Date

Board Members agreed that the final decision would be made no later than April 30, 2015.

Advertisements

Board Members agreed to update the format used for the last ad and to place three advertisements in “Education Week” in November, January, and early February. Dr. Blanton said that he would distribute the advertisement and brochure to all Superintendent Associations, as well as other places of interest. He said that the District should also post the vacancy.

Superintendent Salary and Contract

Board Members discussed the salary and length of contract. They agreed to advertise the same salary range of \$145K to \$165K and offer a three-year contract, with other terms to be negotiated.

Finalists

Dr. Blanton reviewed the process for determining the finalists. He said that he was generally asked to bring to the Board five finalists, with flexibility for an additional candidate when it was recommended by either the Board or Dr. Blanton through the Chairman. Board Members asked questions relevant to the District’s recruitment and hiring practices. Dr. Blanton strongly suggested that Board Members begin reviewing the resumes as they came in, in order to prepare to make decisions. It was noted that Board Members were permitted to call candidates to ask questions.

Local Input

Dr. Blanton suggested and the Board agreed, to hold at least one public meeting to hear from the public as to what their concerns and suggestions were in the hiring of a Superintendent. Board Members talked about the procedures for community input used for the last search and agreed to continue that process. Dr. Blanton, after listening to the process, agreed that replicating the process utilized for the last search would be a good idea.

Regular Updates

Dr. Blanton suggested that the School Board give the community regular updates on the Superintendent Search by placing a line item on all business meeting agendas.

Florida Sunshine Law

Dr. Blanton told the Board that once the search process was in motion, his communication would be through the chair. He reminded them that they could not discuss the search with each other, unless they were in an advertised Board meeting. Dr. Blanton reminded Board Members that all documents received from candidates were public records. He also told them that all notes that Board Members took were also public records. Dr. Blanton said that Board Members were permitted to discuss the search with citizens but that it was their choice. He said that if they had any questions regarding what they were permitted to do, they should contact the Board Attorney.

Interviews

Dr. Blanton gave an overview of the interview process. He asked Board Members to vet all questions through the Board Attorney. Board Members agreed to set aside the weeks of March 16 and March 23 for interviews.

Search Costs

The search costs were discussed with the Board. It was also mentioned that there would be a cost associated with interviewing locally and visitations to candidates Districts, if the Board decided to give that direction.

- IV. Board Priorities for New Superintendent – Chairman Johnson
Board Members talked briefly about this topic.
- V. Review Draft Brochure and Fast Facts – Chairman Johnson
Board reviewed the brochure that was presented. Changes agreed to were to add experience working in a District of at least 10,000 students, revise the resume deadline date to February 20, 2015, selection date to be no later than April 30, 2015, and to add the weeks of March 16 and March 23 as the interview dates. The Board also agreed to include a statement in the brochure that residency in the District was expected.
- VI. Next Steps – Chairman Johnson
Chairman Johnson gave an overview of the timeline.
- VII. Adjournment – Chairman Johnson

With no further discussion, the session adjourned at approximately 10:50 a.m.

This Page Intentionally Left Blank

CONSENT AGENDA 11/4/14

Personnel Recommendations

1. Instructional Changes
Colon-Stiles, Anita – Sebastian Elementary, change transfer date from 10/22/14 to 10/27/14
2. Instructional Leaves
DiPardo, Sara – SRHS, change to 10/21/14-1/2/15
Gilmor, Nancy – Liberty Magnet, 10/3/14-10/21/14
Lieberman, Beth – Liberty Magnet, 10/7/14-11/21/14
O'Brien, Sean – Citrus, 10/1/14-10/31/14
Rae, Kristie – Pelican Island, 11/12/14-1/2/15
3. Instructional Promotions
4. Instructional Transfers
5. Instructional Separations
Miquelon, Cathryn – Fellsmere, retirement, exiting DROP 6/9/15
Pitz, Margaret – Beachland, retirement, entering DROP 10/1/14
Walters-Cleveland, Stephanie – SRHS, resignation 11/12/14
6. Instructional Employment
Hahn, Tanya – VBHS, Volleyball Coach, supplement only 11/5/14
Hamilton, Kayla – Indian River Academy, 2nd Grade Teacher 11/5/14
Hollinger, Brett – Indian River Academy, 4th/5th Grade Teacher 11/5/14
Marsiglia, Lillian – Fellsmere, 1st Grade Teacher 11/5/14, sunset position
McIntosh, Lynda – VBE, Computer Applications Teacher 11/5/14
Pless-Wade, Cynthia – Adult Education, .6 GED Teacher 11/5/14
7. Support Staff Changes
8. Support Staff Leaves
9. Support Staff Promotions
10. Support Staff Transfers
11. Support Staff Separations
Bermudez, Grace – Storm Grove Middle, resignation 11/5/14
Cobb, Sheryl – Purchasing, retirement, entering DROP 12/1/14
Santoro, Diane – Food Service, retirement, 1/5/15, pending FRS attestation
Spivey, Anna – Fellsmere, resignation 10/29/14
12. Support Staff Employment

**Bailey, Kyle – Indian River Academy, School Computer Lab
Assistant 11/5/14**

Bornheimer, Russell – Transportation, 11/5/14

Caye, Julie – Transportation, Bus Driver 11/5/14

Dill, John - Transportation, Bus Driver 11/5/14

Francis, Edward - Transportation, Bus Driver 11/5/14

Moore, Kevin – VBE, Custodian 11/5/14

Noel-Repetski, Catharine - Transportation, Bus Driver 11/5/14

Norman, Christina – Citrus, Student Monitor 11/5/14

~~Reese, Jowanna – Transportation, Bus Driver 11/5/14~~

Rogers, Nikki – Glendale, Student Worker 11/5/14

Urso, Marina – Citrus, Student Worker 11/5/14

13. Administrative Separations

14. Administrative Employment

15. Administrative Leaves

Bennett-Campbell, Dawn – Oslo Middle, change to 10/27/14-
1/18/15

16. Administrative Changes

Norris, Jennifer – Rosewood Magnet, from Assistant Principal to
Interim Principal, 1/5/15-6/30/15

Walker, Lavonne – Oslo Middle, from Student Support Specialist to
interim Assistant Principal, 10/29/14-1/16/15

17. Approval of Placement in Instructional Substitute Pool

Hill, Matilda – Substitute Teacher 11/5/14

18. Approval of Placement in Support Staff Substitute Pool

Brown, Lisa – Transportation, Substitute Bus Driver 11/5/14

**Rednour, Charles - Transportation, Substitute Bus Driver
11/5/14**

19. Approval is recommended to change the pay grade for the Building Automation Specialist position from a pay grade 12 to a pay grade 14. Subsequent to Board approval on August 12, 2014 this position was advertised but no qualified candidates were fielded. A further comparison study of the job duties of the position with respect to other like positions and the employment market was conducted and resulted in this recommendation. Discussions also ensued with the Communication Workers of America leadership who also have approved the pay grade adjustment to the bargaining unit position.

SCHOOL DISTRICT OF INDIAN RIVER COUNTY

BUILDING AUTOMATION SPECIALIST

JOB DESCRIPTION

QUALIFICATIONS:

- (1) High School Diploma or equivalent.
- (2) Valid Florida Driver's License.
- (3) Must have completed twenty-four (24) credits in HVAC, or related field, or seven (7) years' experience in A/C repairs/installation/control systems.
- (4) Minimum five (5) years' experience on control systems management with "light: programming.
- (5) Control application experience with major controls vendor preferred. Specifically, Andover Continuum, Johnson Metasys, and Stanley/Schlage access control systems.
- (6) Meet EPA Licensing requirements for reclamation.
- (7) Knowledge of computerized work order systems.
- (8) Strong written and verbal communication skills.

KNOWLEDGE, SKILLS AND ABILITIES:

Ability to perform preventative maintenance and diagnostics on automation systems and their components. Ability to test system readings, ensuring an optimal systems operation. Perform system upgrades as needed, support energy resource conservation and monitoring of resource consumption. Create, monitor, coordinate, and implement resource conservations plans. Ability to complete service repairs, replacements/adjustments/calibrations on automated systems and its componenets by following maintenance, troubleshooting and installation instructions. Perform "system checkout" and assist in automation start-ups on new jobs. Monitor District wide automated systems to ensure that the automations systems are properly maintained and operation correctly.

REPORTS TO:

Plant Supervisor - Technical

JOB GOAL

To assist with the development, maintenance and support of the District's building automation and HVAC/Lighting Systems. To ensure they are properly implemented, designed and operation at the maximum benefit of the School District.

SUPERVISES:

N/A

PERFORMANCE RESPONSIBILITIES:

Service Delivery

- *(1) Respond to system down calls and emergency calls, both during normal operating hours and after hours as needed. Check indicated points of trouble, analyze full requirements of systems involved and check/test system components. Direct Technicians to diagnose

BUILDING AUTOMATION SPECIALIST (Continued)

and repair problems. Develop preventative maintenance programs to be carried out by others.

- * (2) Handle over-rides and special programming as needed. Provide documentation and verification of system performance both during occupied and after hours operations.
- * (3) Provide technical support for all capital projects dealing with control systems.
- * (4) Provide technical support, coaching and direction to end users and field personnel when applicable.
- * (5) Operate and maintain equipment in a safe manner.
- * (6) Assist immediate supervisor in identifying needs. Perform other work related duties as assigned by the Energy/IAQ Manager.
- * (7) Perform other duties as assigned.

Inter/Intra-Agency Communication and Delivery

- * (8) Exercise service orientation when working with others.
- * (9) Keep supervisor informed of potential problems or unusual events.
- * (10) Use effective, positive interpersonal communication skills.
- * (11) Respond to inquiries and concerns in a timely manner.

Professional Growth and Improvement

- * (12) Meet and deal effectively with the staff members, students, administrators and other contact persons using tact and good judgment.
- * (13) Follow attendance, punctuality and other qualities of an appropriate work ethic.
- * (14) Adhere to good safety standards
- * (15) Model and maintain high ethical standards.
- * (16) Participate successfully in the training programs offered to increase skill and proficiency related to assignment.

Systemic Functions

- * (17) Promote the vision and mission of the district.
- * (18) Assist in implementing the district's goals and strategic commitment.
- * (19) Develop annual goals and objectives consistent with and in support of district goals and priorities.
- * (20) Prepare or oversee the preparation of all required reports and maintain appropriate records.
- * (21) Develop and manage budgets as required.
- * (22) Serve on district, state or community councils or committees as assigned or appropriate.
- * (23) Represent the district in a positive and professional manner.
- * (24) Model and maintain high standards of professional conduct.

Leadership and Strategic Orientation

- * (25) Utilize appropriate strategies and problem-solving tools to make decisions concerning planning, utilization of funds, and delivery of services and evaluation of services provided.
- * (26) Exhibit interpersonal skills to work as an effective team member.
- * (27) Follow Federal and State laws as well as School Board policies.
- * (28) Demonstrate initiative in identifying potential problems or opportunities for improvement.

*Essential Performance Responsibilities

PHYSICAL REQUIREMENTS:

BUILDING AUTOMATION SPECIALIST (Continued)

Heavy Work: Exerting up to 100 pounds of force occasionally and/or up to 50 pounds of force frequently and/or up to 20 pounds of force as needed to move objects.

Job Description Supplement 01

TERMS OF EMPLOYMENT:

Support Staff

Pay Grade 14

254 day contract (12 months)

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

This Page Intentionally Left Blank

FLORIDA DEPARTMENT OF EDUCATION
 FINANCIAL MANAGEMENT SECTION
 AMENDMENT TO DISTRICT SCHOOL BUDGET

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 2013-2014 Amendment # 1 /Final
 Enterprise Fund- Extended Day Program

ESTIMATED REVENUE					
	Function	Present Budget	Increase	Decrease	Revised Budget
Totals		1,272,139.19	8,444.63	73.06	1,280,510.76
Interest on Investments	3431	1,000.00		73.06	926.94
Charges for Services/Child Care Fees	3481/3473	705,545.00	8,444.63		713,989.63
Miscellaneous Local	3495				0.00
Transfer from General Fund	3610				0.00
Net Assets	2880	565,594.19	0.00	0.00	565,594.19
APPROPRIATIONS					
	Function/Object	Present Budget	Increase	Decrease	Revised Budget
Salaries	9100-100	491,074.15		15,253.17	475,820.98
Employee Benefits	9100-200	86,979.21		1,387.70	85,591.51
Purchased Services	9100-300	47,966.00		11,410.50	36,555.50
Materials and Supplies	9100-500	62,742.00	800.70		63,542.70
Capital Outlay	9100-600	1,320.00		98.52	1,221.48
Other Expenses	9100-700	70.00			70.00
Transfers to General Fund	9100-910	0.00			0.00
Net Assets		581,987.83	35,720.76		617,708.59
Totals		1,272,139.19	36,521.46	28,149.89	1,280,510.76

Adopted By Board: November 4, 2014

 District Superintendent's Signature

CBK

The School District of Indian River County

The Superintendent recommends Board approval for the following Budget Amendment for the fiscal year ending June 30, 2014

Enterprise Fund-Extended Day Program- Amendment # 1 / Final

Estimated Revenues:

Increase estimated revenue from child care fees to actual collections	8,444.63
Decrease estimated revenue from interest income	<u>(73.06)</u>
Net increase in estimated revenues	<u><u>8,371.57</u></u>

Appropriations:

Decrease expense budget to actual cost outlay for salaries, benefits, purchased services and capital purchases.	28,149.89
Increase expense budget to actual cost outlay for supplies.	<u>(800.70)</u>
Net decrease in appropriations	<u><u>27,349.19</u></u>

Net increase in Net Assets:

35,720.76

Internal /External Cooperative Organization Registration Form

Instructions: All organizations must complete section A. If the organization is accounted for in the School Internal Accounts, complete Section B and sign at the bottom of the form. If the organization is an outside cooperative organization with their own bank account, complete Section C and sign at the bottom of the form.

Section A

Newly formed Organization: (must be submitted to the Board) Renewal of Prior Year

Cooperative Organization Name: FBLA

Cooperative Organization Sponsor: Tawna Phillips

Sponsor Contact Information: _____

Supports the Internal Account (Club Class, Team etc.): _____

School Sponsor of the Club, Class or Team: Tawna Phillips

Date of Organizations first business meeting for the current school year: _____

*A list of Officer's for the current school year is due to the Principal 30 days after this date

Section B

Internal Cooperative Organizations:

Internal Account Name and Number: FBLA - 4230.01

Section C

External Cooperative Organizations:

(A checklist of required documentation is available from the School Bookkeeper for these organizations)

Indicate if LLC, Inc., 501 (c)(3), or other: _____

Federal Tax Identification Number: _____

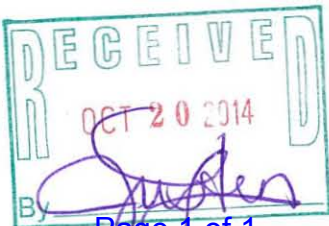
Consumer's Certificate of Exemption Number: _____ Expiration Date: _____

Organization mailing address: _____

All organizations of the school, or operating on behalf of the school, which obtains monies from the public, shall be accountable to the board for the receipt and expenditure of those funds. Booster type organizations shall present a financial statement to the principal as of June 30 of each year. Please see the Internal Accounts Procedures Manual for specific requirements regarding financial statements. The principal shall retain these financial statements with the school records, to be used to provide information to the board, as necessary. All booster type organizations shall follow the school board rules as it relates to financial accountability. The superintendent will be informed in writing by a principal of any booster, school advisory, and/or special projects. (SDIRC Board Policy 10.03)

Signature of Sponsor Tawna Phillips Date 10-17-14

Approved by: [Signature] Date 10/17/14
Principal's Signature



This Page Intentionally Left Blank

AGREEMENT BETWEEN

VISITING NURSE ASSOCIATION OF THE TREASURE COAST

and the

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
INDIAN RIVER COUNTY SCHOOL BOARD

OBSERVATIONAL EXPERIENCE/COMMUNITY AGENCY

Article I - General

Section I - Parties Involved – The following is an agreement between the School District of Indian River County (SDIRC) and the Visiting Nurse Association of the Treasure Coast (VNATC).

Section II - Description – This agreement is a cooperative effort by the SDIRC and VNATC, to provide Practical Nursing student supervised clinical experiences in order to prepare students to become Licensed Practical Nurses.

Article II - Organization and Operation of Agreement

It is hereby agreed by and between the parties as follows:

Section I - Terms of Agreement

This agreement shall become effective the date that representatives of both parties involved have signed the agreement. Either party may submit in writing to the other party a request for revision or termination. A request for termination should be submitted at least three months prior to the requested termination.

Section II - Obligation of VNATC

- A. To provide adequate facilities and equipment for necessary conference space and clinical experiences as deemed appropriate for the Practical Nurse program.
- B. To permit students officially enrolled in the Practical Nursing program to enter at prearranged times for supervised clinical experiences.

joint venture, partnership, franchise or fiduciary relationship between the Parties.

- B. SDIRC's employed faculty members and students shall not be deemed to be employees or agents of the VNATC for any reason.
- C. SDIRC's employed faculty members and students shall not be responsible for the supervision or control of the patient care activities of any VNATC employees or staff member.

Article III - Program

Section I - Instructor – student ratio will not exceed 1:12 in the clinical area.

Article IV - Assurance

Federal law prohibits discrimination of any educational program or activity. No student shall, on the basis of race, color, national origin, sex, or handicap, be excluded from participation in, be denied benefits of, or be subject of discrimination in the Practical Nursing Program.

Article V - Insurance

The health institution and the school district agree to provide proof of insurance for general liability with a limit of \$1 million per occurrence, \$3 million aggregate per occurrence.

The health institution and the school district further agree to secure insurance coverage for its own buildings and contents.

The health institution and the school district agree to provide adequate workers compensation insurance coverage as required by Chapter 440 F.S.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be duly executed by their proper offices.

Mary Linn Hameth, Pres./CEO
Visiting Nurse of the Treasure Coast

October 6, 2014
Date

Indian River School Board

Date

ADMINISTRATION COMPLEX

PROJECT #: 2014-22



PHASE II GMP

School District of Indian River County

October 28, 2014



TABLE OF CONTENTS

**School District of Indian River County Administrative Complex
Project #: 2014-22**

Phase II GMP

- 1 Cover Letter**
- 2 GMP Summary**
- 3 Qualifications and Clarifications**
- 4 Exhibit A - Construction Phase Fee**
- 5 Exhibit B - General Conditions**
- 6 Schedule**
- 7 Drawing and Specification Log**



October 28, 2014

Mr. Scott Sanders
School District of Indian River County
1990 25th Street
Vero Beach, FL 32960

RE: **Administration Complex Phase II GMP**
Project Number: **2014-22**

Dear Scott,

Pirtle Construction Company and Pinnacle Construction of the Treasure Coast are pleased to present a Guaranteed Maximum Price (GMP) for Phase II of the Administration Complex project in the amount of \$5,399,380.

We look forward to working with the design team and the school district on this important project and providing a successful completion.

Sincerely,

A handwritten signature in blue ink that reads "Jacob Katz".

Jacob Katz
Director of Operations
Pirtle Construction Company

A handwritten signature in blue ink that reads "F. M. 'Pete' Clements".

Pete Clements
President
Pinnacle Construction of the Treasure Coast

PIRTLE CONSTRUCTION COMPANY

PHASE II GMP SUMMARY



BID DATE: October 22, 2014
PROJECT: Administration Complex
PROJECT No.: 2014-22
PROJECT SIZE (SF): 34,952

DIVISION	DESCRIPTION	TOTAL
03A-03000	Concrete, Site Concrete & Masonry	\$928,000
05A-05000	Structural & Misc Steel	\$282,300
06A-06000	Casework & Millwork	\$76,252
06B	Rough Carpentry (Allowance)	\$15,000
07A-07500	Roofing	\$285,491
07B	Caulking & Waterproofing (Allowance)	\$15,000
08A-08100	Frames, Doors & Hardware Supply	\$132,829
08B-08331	Overhead Coiling Doors	\$3,196
08C-08400	Aluminum Windows & Glazing	\$207,000
08D-08000	Doors & Hardware Install	\$19,300
09A-09250	Framing, Drywall & Stucco	\$474,000
09B-09300	Tile	\$63,346
09C-09500	Acoustical Ceilings & Wall Panels	\$107,500
09D-09600	Resilient Flooring & Carpet	\$124,058
09E-09900	Painting	\$112,594
10A-10100	Visual Display Boards	\$3,690
10B-10400	Signage	\$8,216
10C-10000	Specialties	\$18,700
10D-10520	Fire Extinguishers & Cabinets	\$5,931
14A-14000	Elevator	\$64,485
21A-15300	Fire Suppression	\$89,721
22B-15410	Plumbing	\$112,011
23A-15700	Mechanical	\$650,639
26A-16000	Electrical	\$648,950
32A	Fencing & Gates (Allowance)	\$10,000
32B-02100	Landscape & Irrigation	\$75,955
SUBTOTAL		\$4,534,164
	Construction Phase Fee (Exhibit A)	\$367,000
	General Conditions (Exhibit B)	\$184,325
	Subguard Program (1.25%)	\$56,677
	Bond (0.70%)	\$37,796
	General Liability Insurance (0.52%)	\$28,077
	Builders Risk	By SDOC
SUBTOTAL		\$5,208,038
	CM Fee (4.25%)	\$221,342
	Owner's Contingency	\$50,000
TOTAL		\$5,479,380
	Guaranteed Tax Savings	(\$80,000)
TOTAL LESS GURANTEED TAX SAVINGS		\$5,399,380

QUALIFICATIONS AND CLARIFICATIONS

School District of Indian River County Administrative Complex Project #: 2014-22

Phase II GMP

1 GMP is generally based on Construction Documents (drawings and specifications) as provided by Donadio & Associates and listed in Section 8 of the GMP. However, the Construction Documents will require revisions in order to align the project scope with the line item budgets identified in the GMP Summary.

2 Section 7 of the GMP identifies a proposed schedule for the project, which outlines a duration for the Construction Documents revision process identified in item qualification #1 above. Construction of Phase II work cannot commence until the Construction Documents are revised and the project scope is aligned with the line item budgets identified in the GMP Summary. The overall schedule of Phase II of nine months will commence upon the mutual agreement between Pirtle Construction and SDIRC.

3 The GMP Summary includes a reduction of \$611,000 which represents equipment and infrastructure for the data center, upgraded core network switches and cabling, access controls and security system equipment and data room structural enhancements. The scope of this reduction shall be funded by SDIRC through another source separate from the project budget.

4 GMP does not include Prevailing Wages and M/S/WBE requirements.

5 GMP does not include the cost for a Builders Risk insurance policy or the associated deductible if there is a claim.

6 GMP does not include the costs for any permits or fees from outside agencies.

7 GMP does not include government or utility agencies related charges, connection fees, inspection fees and impact fees.

8 GMP does not include costs for any unforeseen underground conditions.

9 GMP includes general condition costs as itemized in Section 5 of the GMP (Exhibit B).

**EXHIBIT A - CONSTRUCTION PHASE FEE
PERSONNEL ASSIGNED DURING CONSTRUCTION**

**School District of Indian River County Administrative Complex
Project #: 2014-22**

Phase II GMP

PIRTLE/PINNACLE CONSTRUCTION

Name/Title	Percentage of Time	Hours/Wk	Rate/Hour	Duration (weeks)	Total
Jacob Katz / Project Executive	20%	40	\$ 100.00	39	\$ 31,200.00
Pete Clements / Project Manager	100%	40	\$ 100.00	39	\$ 156,000.00
Ken Rutherford / Superintendent	100%	40	\$ 85.00	46	\$ 156,400.00
Kristina Kidder / Project Coordinator	50%	40	\$ 30.00	39	\$ 23,400.00
SUBTOTAL					\$ 367,000.00

EXHIBIT B - GENERAL CONDITIONS

School District of Indian River County Administrative Complex

PROJECT #: 2014-22

Phase II GMP

Cost Code	Description	Total	Unit	\$/Unit	System	Total
003100	Builder's Risk Deductible (by Owner)	\$ -	0 LS	0		0
011412	Security Guard Services	\$ -	0 MO	0		0
012710	Office Supplies	\$ 900.00	9 MO	100		900
012712	Blueprints and Copies	\$ 2,000.00	1 LS	2,000		2,000
012810	Computer Equipment & Software	\$ 7,938.00	9 MO	882		7,938
012811	Copy and Fax Machines	\$ 2,475.00	9 MO	275		2,475
013223	Survey & Layout	\$ -	0 LS	0		0
013233	Aerial Photos	\$ 810.00	9 MO	90		810
013411	Vehicle Expenses & Tolls	\$ 12,600.00	9 MO	1,400		12,600
015116	Fire Extinguishers	\$ 1,000.00	1 LS	1,000		1,000
015133a	Mobile Phones	\$ 1,692.00	9 MO	188		1,692
015133b	Data Plan	\$ 1,500.00	10 MO	150		1,500
015113a	Electric Charges (Temp)	\$ 12,750.00	10 MO	1,200	750	12,750
015113b	Electric Charges (Permanent)	\$ 18,000.00	3 MO	6,000		18,000
015136	Water Charges	\$ 2,500.00	10 MO	250		2,500
015216	Field Office Security	\$ 1,000.00	10 MO	50	500	1,000
015212	Field Office Furniture	\$ 1,000.00	1 LS	1,000		1,000
015213	Field Office Janitorial	\$ 1,000.00	10 MO	100		1,000
015210	Field Office Rental	\$ 4,750.00	10 MO	475		4,750
015211	Field Office Setup	\$ 2,500.00	1 LS	2,500		2,500
015214a	Storage Container Rental	\$ 1,000.00	10 MO	100		1,000
015214b	Storage Container Setup	\$ 350.00	1 LS	350		350
015217	Postage & Courier	\$ 675.00	9 MO	75		675
015219a	Portable Toilets (Avg 3)	\$ 2,295.00	9 MO	255		2,295
015219b	Holding Tanks	\$ 3,500.00	10 MO	350		3,500
015220	Safety Inspections	\$ 1,800.00	3 MO	600		1,800
015221	Water, Cups & Ice	\$ 1,500.00	10 MO	150		1,500
015410	Small Tools & Supplies	\$ 2,000.00	1 LS	2,000		2,000
015415	Material Unloading & Hoisting	\$ 5,000.00	1 LS	5,000		5,000
015626	Temporary Fencing Maintenance	\$ 1,500.00	1 LS	1,500		1,500
015513	Temporary Roads Maintenance	\$ 2,000.00	1 LS	2,000		2,000
015639	Tree Protection	\$ 2,000.00	1 LS	2,000		2,000
015633	Safety Rails & Protection	\$ 3,000.00	1 LS	3,000		3,000
015716	Rodent & Pest Control	\$ 500.00	1 LS	500		500
015813	Job Signs	\$ 1,500.00	1 LS	1,500		1,500
017310	General Purpose Labor	\$ 15,120.00	20 WK	756		15,120
017311	General Purpose Carpenter	\$ 11,670.00	10 WK	1,167		11,670
017419	Trash & Dumpster Fees	\$ 29,250.00	65 EA	450		29,250
017423	Final Cleaning	\$ 15,750.00	35,000 SFT	0.45		15,750
017420	Misc Equipment / Bobcat Work	\$ 3,000.00	1 LS	3,000		3,000
017710	Punch List	\$ 2,000.00	1 LS	2,000		2,000
017839	As-Builts & Closeout Documents	\$ 2,000.00	1 LS	2,000		2,000
018119	Indoor Air Quality	\$ 2,500.00	1 LS	2,500		2,500
TOTAL		\$ 184,325.00				

OD	Activity Name	RD	TF	Start	Finish	2015												2016					
						Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
SDIRC Administration Complex		254	0	29-Sep-14 A	15-Oct-15																		
	Phase II GMP Preparation	2	0	29-Sep-14 A	28-Oct-14																		
	Phase I (Sitework) NTP	0		08-Oct-14 A																			
	Phase I Construction	350	4	09-Oct-14 A	11-Oct-15																		
	Phase II GMP Review	7	0	29-Oct-14	04-Nov-14																		
	Phase II GMP Approval	0	0	04-Nov-14																			
	Phase II - Redesign, VE and Re-Bid	70	0	05-Nov-14	13-Jan-15																		
	Phase II NTP	0	0	14-Jan-15																			
	Phase II Construction	275	0	14-Jan-15	15-Oct-15																		
	Substantial Completion	0	0		15-Oct-15																		

Note: See qualification #2 under Section 3 of the GMP (Qualifications and Clarifications)

█ Actual Work █ Critical Remaining Work
█ Remaining Work ◆ Milestone



SDIRC - ADMINISTRATION COMPLEX

Drawings and Specs

Sort #	Discipline	Sheet Number	Title	Rev Date	Revision	Drawing - Specification
1	A	A0.10	COVER SHEET	10/6/2014	BIDSET	DWG
2	A	A0.20	INDEX OF DRAWING	10/20/2014	3	DWG
3	C	C1	COVER SHEET	9/9/2014	0	DWG
4	C	C2	EXISTING CONDITIONS	9/9/2014	0	DWG
5	C	C3	EROSION CONTROL AND DEMOLITION PLAN	10/20/2014	3	DWG
6	C	C4	SITE PLAN	9/26/2014	1	DWG
7	C	C5	PAVING, GRADING AND DRAINAGE PLAN (SOUTH)	9/26/2014	1	DWG
8	C	C6	PAVING, GRADING AND DRAINAGE PLAN (NORTH)	9/26/2014	1	DWG
9	C	C7	UTILITY PLAN	9/26/2014	1	DWG
10	C	C8	SITE , PAVING, GRADING AND DRAINAGE DETAILS	9/9/2014	0	DWG
11	C	C9	CROSS SECTIONS	9/26/2014	1	DWG
12	C	C10	EROSION CONTROL DETAILS	9/9/2014	0	DWG
13	C	C11	WATER DETAILS	9/9/2014	0	DWG
14	C	C12	WATER AND SEWER DETAILS	9/9/2014	0	DWG
15	C	C13	SEWER DETAILS	9/9/2014	0	DWG
16	LA	LA-1	LANDSCAPE PLAN	10/6/2014	BIDSET	DWG
17	LA	LA-2	LANDSCAPE DETAILS AND SPECIFICATIONS	10/6/2014	BIDSET	DWG
18	IR	IR-1	IRRIGATION PLAN	10/20/2014	3	DWG
19	IR	IR-2	IRRIGATION DETAILS AND SPECIFICATIONS	10/20/2014	3	DWG
20	IR	IR-3	IRRIGATION SPECIFICATIONS	10/20/2014	3	DWG
21	A	A1.10	FIRST FLOOR LIFE SAFETY PLAN	10/6/2014	BIDSET	DWG
22	A	A1.11	SECOND FLOOR LIFE SAFETY PLAN	10/6/2014	BIDSET	DWG
23	A	A1.12	CODE REVIEW	10/6/2014	BIDSET	DWG
24	A	A2.10	FIRST FLOOR PLAN	10/20/2014	3	DWG
25	A	A2.11	SECOND FLOOR PLAN	10/20/2014	3	DWG
26	A	A2.20	ROOF PLAN	10/6/2014	BIDSET	DWG
27	A	A2.21	ROOF DETAILS	10/6/2014	BIDSET	DWG
28	A	A2.22	ROOF DETAILS	10/20/2014	3	DWG
29	A	A2.30	ENLARGED PLANS	10/20/2014	3	DWG
30	A	A2.31	ENLARGED PLANS	10/6/2014	BIDSET	DWG
31	A	A2.32	ENLARGED PLANS	10/20/2014	3	DWG
32	A	A2.40	FIRST FLOOR REFLECTIVE CEILING PLAN	10/20/2014	3	DWG
33	A	A2.41	SECOND FLOOR REFLECTIVE CEILING PLAN	10/6/2014	BIDSET	DWG
34	A	A3.10	EXTERIOR ELEVATIONS	10/6/2014	BIDSET	DWG
35	A	A3.11	EXTERIOR ELEVATIONS	10/6/2014	BIDSET	DWG
36	A	A3.12	ELEVATION DETAILS	10/20/2014	3	DWG
37	A	A4.10	BUILDING SECTIONS	10/6/2014	BIDSET	DWG
38	A	A4.11	BUILDING SECTIONS	10/6/2014	BIDSET	DWG
39	A	A4.20	WALL SECTIONS	10/20/2014	3	DWG
40	A	A4.21	WALL SECTIONS	10/20/2014	3	DWG
41	A	A4.22	WALL SECTIONS	10/20/2014	3	DWG
42	A	A4.23	WALL SECTIONS	10/20/2014	3	DWG
43	A	A4.30	MONUMENT SIGN (NEW DWG ADDED)	10/20/2014	3	DWG
44	A	A5.10	TOILET FIXTURE AND ACCESSORY LEDGEN, DETAILS AND INTERIOR ELEVATIONS	10/6/2014	BIDSET	DWG
45	A	A5.11	INTERIOR ELEVATIONS	10/6/2014	BIDSET	DWG
46	A	A5.13	INTERIOR ELEVATIONS	10/6/2014	BIDSET	DWG
47	A	A5.14	INTERIOR ELEVATIONS	10/6/2014	BIDSET	DWG
48	A	A5.16	INTERIOR ELEVATIONS	10/20/2014	3	DWG
49	A	A5.20	INTERIOR ELEVATIONS	10/20/2014	3	DWG
50	A	A5.21	INTERIOR ELEVATIONS	10/6/2014	BIDSET	DWG
51	A	A6.10	ROOM FINISHES	10/20/2014	3	DWG
52	A	A6.11	DOOR SCHEDULE	10/20/2014	3	DWG
53	A	A6.12	WINDOW AND STOREFRONT TYPES	10/6/2014	BIDSET	DWG
54	A	A6.13	DOOR AND WINDOW DETAILS	10/20/2014	3	DWG
55	S	S1.00	STRUCTURAL NOTES, ABBREVIATIONS	10/6/2014	BIDSET	DWG
56	S	S1.10	TYPICAL FOUNDATION AND S.O.G DETAILS	10/6/2014	BIDSET	DWG
57	S	S1.11	TYPICAL TILT-UP PANEL DETAILS	10/6/2014	BIDSET	DWG
58	S	S1.12	TYPICAL STEEL AND COMPOSITE DECK DETAILS	10/6/2014	BIDSET	DWG
59	S	S2.10	FOUNDATION PLAN	10/6/2014	BIDSET	DWG
60	S	S2.11	SECOND FLOOR AND LOW ROOF FRAMING PLAN	10/6/2014	BIDSET	DWG
61	S	S2.12	HIGH ROOF AND TOWER ROOF FRAMING PLANS	10/6/2014	BIDSET	DWG
62	S	S3.10	SECTIONS	10/6/2014	BIDSET	DWG
63	S	S4.10	SCHEDULES	10/6/2014	BIDSET	DWG
64	S	S4.11	WIND PRESSURES AND DECK ATTACHMENTS	10/6/2014	BIDSET	DWG
65	S	S5.10	PANEL LAYOUT PLAN	10/6/2014	BIDSET	DWG
66	S	S6.10	SCHEMATIC PANEL ELEVATION TYPES & SCHEDULE	10/6/2014	BIDSET	DWG
67	S	S6.11	SCHEMATIC PANEL ELEVATION TYPES (CONT'D)	10/6/2014	BIDSET	DWG
68	S	SSK-1	TYP ELEVATOR PIT DETAIL	10/14/2014	BIDSET	SKETCH
69	M	M0.00	LEGEND, ABBREV, AND NOTES - MECHANICAL	10/6/2014	BIDSET	DWG

SDIRC - ADMINISTRATION COMPLEX

Drawings and Specs

Sort #	Discipline	Sheet Number	Title	Rev Date	Revision	Drawing - Specification
70	M	M1.00	SITE PLAN - MECHANICAL	10/17/2014	3	DWG
71	M	M2.10	FIRST FLOOR PLAN - MECHANICAL	10/6/2014	BIDSET	DWG
72	M	M2.11	SECOND FLOOR PLAN - MECHANICAL	10/6/2014	BIDSET	DWG
73	M	M2.12	DETAILS	10/6/2014	BIDSET	DWG
74	M	M5.01	MECHANICAL SCHEDULES	10/6/2014	BIDSET	DWG
75	M	M6.01	MECHANICAL DETAILS	10/6/2014	BIDSET	DWG
76	M	M6.02	DELETED	10/6/2014	BIDSET	DWG
77	M	M6.03	MECHANICAL DETAILS	10/6/2014	BIDSET	DWG
78	M	M6.04	CONTROL DIAGRAM	10/6/2014	BIDSET	DWG
79	E	E0.01	LEGEND, ABBREV, AND NOTES - ELECTRICAL	10/17/2014	3	DWG
80	E	E1.00	SITE LIGHTING PHOTOMETRY PLAN	10/6/2014	BIDSET	DWG
81	E	E1.01	SITE PLAN - ELECTRICAL	10/6/2014	BIDSET	DWG
82	E	E2.10	FIRST FLOOR PLAN - POWER	10/6/2014	BIDSET	DWG
83	E	E2.11	SECOND FLOOR PLAN - POWER	10/6/2014	BIDSET	DWG
84	E	E2.13	ENLARGED ELECTRICAL PLANS	10/6/2014	BIDSET	DWG
85	E	E2.40	FIRST FLOOR PLAN - LIGHTING	10/17/2014	3	DWG
86	E	E2.41	SECOIND FLOOR PLAN - LIGHTING	10/6/2014	BIDSET	DWG
87	E	E5.00	ELECTRICAL RISER DIAGRAM	10/6/2014	BIDSET	DWG
88	E	E5.01	ELECTRICAL PANEL SCHEDULES	10/17/2014	3	DWG
89	E	E5.02	ELECTRICAL PANEL SCHEDULES	10/6/2014	BIDSET	DWG
90	E	E6.00	GENERATOR DETAILS	10/6/2014	BIDSET	DWG
91	E	E6.01	GENERATOR DETAILS	10/6/2014	BIDSET	DWG
92	E	E6.02	ELECTRICAL UPS DETAILS	10/6/2014	BIDSET	DWG
93	E	E6.03	ELECTRICAL UPS DETAILS	10/6/2014	BIDSET	DWG
94	E	E6.04	LIGHTING CONTROL PANEL DETAILS	10/6/2014	BIDSET	DWG
95	P	P0.01	SCHEDULE, ABBREV, NOTES AND LEGENDS - PLUMBING	10/6/2014	BIDSET	DWG
96	P	P2.10	FIRST FLOOR PLAN - PLUMBING	10/6/2014	BIDSET	DWG
97	P	P2.11	SECOND FLOOR PLAN - PLUMBING	10/6/2014	BIDSET	DWG
98	P	P3.01	DETAILS - PLUMBING	10/6/2014	BIDSET	DWG
99	P	P4.01	SANITARY RISER DIAGRAM	10/6/2014	BIDSET	DWG
100	F	F0.01	LEGEND, ABBR, - FIRE PROTECTION	10/6/2014	BIDSET	DWG
101	F	F2.10	FIRST FLOOR - FIRE PROTECTION	10/17/2014	3	DWG
102	F	F2.11	SECOND FLOOR - FIRE PROTECTION	10/17/2014	3	DWG
103	F	F2.12	ROOF PLAN - FIRE PROTECTION	10/17/2014	3	DWG
104	T	T001	SYMBOLS LEGEND AND SHEET INDEX - SYSTEMS	10/20/2014	3	DWG
105	T	T002	SYMBOL LEGEND - SYSTEMS (CONT.)	10/6/2014	BIDSET	DWG
106	T	T100	SITE PLAN - SYSTEMS	10/20/2014	3	DWG
107	T	T201A	FIRST FLOOR PARTIAL PLAN - SYSTEMS	10/20/2014	3	DWG
108	T	T201B	FIRST FLOOR PARTIAL PLAN - SYSTEMS	10/20/2014	3	DWG
109	T	T201C	FIRST FLOOR PARTIAL PLAN - SYSTEMS	10/20/2014	3	DWG
110	T	T202	SECOND FLOOR PLAN - SYSTEMS	10/20/2014	3	DWG
111	T	T601	ENLARGED PLANS - SYSTEMS	10/6/2014	BIDSET	DWG
112	T	T901	DETAILS - SYSTEMS	10/6/2014	BIDSET	DWG
113	T	T902	DETAILS - SYSTEMS	10/6/2014	BIDSET	DWG
114	T	T903	DETAILS - SYSTEMS	10/6/2014	BIDSET	DWG
115	T	T904	DETAILS - SYSTEMS	10/6/2014	BIDSET	DWG
116	T	T905	DETAILS - SYSTEMS	10/20/2014	3	DWG
117						
118		01100	SUMMARY	10/6/2014	BID SET	SPEC
119		01250	CONTRACT MODIFICATION PROCEDURES	10/6/2014	BID SET	SPEC
120		01290	PAYMENT PROCEDURES	10/6/2014	BID SET	SPEC
121		01310	PROJECT MANAGEMENT AND COORDINATION	10/6/2014	BID SET	SPEC
122		01320	CONSTRUCTION PROGRESS DOCUMENTATION	10/6/2014	BID SET	SPEC
123		01330	SUBMITTAL PROCEDURES	10/6/2014	BID SET	SPEC
124		01770	CLOSEOUT PROCEDURES	10/6/2014	BID SET	SPEC
125		01781	PROJECT RECORD DOCUMENTS	10/6/2014	BID SET	SPEC
126		02361	TERMITE CONTROL	10/6/2014	BID SET	SPEC
127		02821	CHAIN-LINK FENCE AND GATES	10/6/2014	BID SET	SPEC
128		03100	CONCRETE FORMING AND ACCESSORIES	10/6/2014	BID SET	SPEC
129		03200	CONCRETE REINFORCING	10/6/2014	BID SET	SPEC
130		03300	CAST-IN-PLACE CONCRETE	10/6/2014	BID SET	SPEC
131		03470	TILT-UP PRECAST CONCRETE	10/6/2014	BID SET	SPEC
132		04220	UNIT MASONRY	10/6/2014	BID SET	SPEC
133		05120	STRUCTURAL STEEL FRAMING	10/6/2014	BID SET	SPEC
134		05210	STEEL JOISTS FRAMING	10/6/2014	BID SET	SPEC
135		05310	STEEL DECK	10/6/2014	BID SET	SPEC
136		05500	METAL FABRICATIONS	10/6/2014	BID SET	SPEC
137		05521	PIPE AND TUBE RAILINGS	10/6/2014	BID SET	SPEC
138		06100	ROUGH CARPETRY	10/6/2014	BID SET	SPEC

SDIRC - ADMINISTRATION COMPLEX

Drawings and Specs

Sort #	Discipline	Sheet Number	Title	Rev Date	Revision	Drawing - Specification
139		06423	PLASTIC-LAMINATE-FACED WOOD PANELING	10/6/2014	BID SET	SPEC
140		07141	COLD FLUID-APPLIED WATERPROFFING	10/6/2014	BID SET	SPEC
141		07210	BUILDING INSULATION	10/6/2014	BID SET	SPEC
142		07411	METAL ROOFING	10/6/2014	BID SET	SPEC
143		07552	SBS-MODIFIED BITUMINOUS MEMBRANE ROOFING	10/6/2014	BID SET	SPEC
144		07620	SHEET METAL FLASHING AND TRIM	10/6/2014	BID SET	SPEC
145		07621	ANCHORTITE FASCIA	10/6/2014	BID SET	SPEC
146		07710	MANUFACTURED ROOF SPECIALTIES	10/6/2014	BID SET	SPEC
147		07720	ROOF ACCESSORIES	10/6/2014	BID SET	SPEC
148		07841	THROUGH-PENETRATION FIRESTOP SYSTEMS	10/6/2014	BID SET	SPEC
149		07920	JOINT SEALANTS	10/6/2014	BID SET	SPEC
150		08111	STANDARD STEEL DOORS AND FRAMES	10/6/2014	BID SET	SPEC
151		08211	FLUSH WOOD DOORS	10/6/2014	BID SET	SPEC
152		08331	OVERHEAD COILING DOORS	10/6/2014	BID SET	SPEC
153		08411	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS	10/6/2014	BID SET	SPEC
154		08710	FINISH HARDWARE	10/20/2014	3	SPEC
155		08800	GLAZING	10/6/2014	BID SET	SPEC
156		09250	GYPSUM BOARD	10/6/2014	BID SET	SPEC
157		09310	CERAMIC TILE	10/6/2014	BID SET	SPEC
158		09511	ACOUSTICAL PANEL CEILINGS	10/20/2014	3	SPEC
159		09650	RESILIENT STAIR COVERINGS	10/6/2014	BID SET	SPEC
160		09653	RESILIENT WALL BASE AND ACCESSORIES	10/6/2014	BID SET	SPEC
161		09681	CARPET TILE - MODULAR	10/6/2014	BID SET	SPEC
162		09840	ACOUSTICAL TREATMENT	10/6/2014	BID SET	SPEC
163		09900	INTERIOR ACRYLIC-TEXTURE COATING	10/6/2014	BID SET	SPEC
164		09912	INTERIOR PAINTING	10/20/2014	3	SPEC
165		09981	CEMENTITIOUS COATING	10/6/2014	BID SET	SPEC
166		10101	VISUAL DISPLAY SURFACES	10/6/2014	BID SET	SPEC
167		10155	TOILET COMPARTMENTS	10/6/2014	BID SET	SPEC
168		10200	LOUVERS AND VENTS	10/6/2014	BID SET	SPEC
169		10350	FLAGPOLES	10/6/2014	BID SET	SPEC
170		10440	IDENTIFYING DEVICES	10/6/2014	BID SET	SPEC
171		10520	FIRE-PROTECTION SPECIALTIES	10/6/2014	BID SET	SPEC
172		10538	ALUMINUM CANOPIES	10/6/2014	BID SET	SPEC
173		10650	OPERABLE PARTITIONS	10/6/2014	BID SET	SPEC
174		10705	EXTRUDED ALUMINUM LOUVERS/SUNSHADE DEVICES	10/6/2014	BID SET	SPEC
175		10801	TOILET AND BATH ACCESSORIES	10/6/2014	BID SET	SPEC
176		12355	INSTITUTIONAL CASEWORK	10/6/2014	BID SET	SPEC
177		14240	MACHINE ROOM-LESS HYDRAULIC ELEVATORS	10/6/2014	BID SET	SPEC
178		15050	BASIC MECHANICAL MATERIALS & METHODS	10/6/2014	BID SET	SPEC
179		15060	HANGERS AND SUPPORTS	10/6/2014	BID SET	SPEC
180		15075	MECHANICAL IDENTIFICATION	10/6/2014	BID SET	SPEC
181		15080	MECHANICAL INSULATION	10/6/2014	BID SET	SPEC
182		15110	VALVES	10/6/2014	BID SET	SPEC
183		15122	METERS AND GAGES	10/6/2014	BID SET	SPEC
184		15140	DOMESTIC WATER PRIPING	10/6/2014	BID SET	SPEC
185		15145	DOMESTIC WATER PIPING SPECIALTIES	10/6/2014	BID SET	SPEC
186		15155	SANTIARY WASTE & VENT PIPING	10/6/2014	BID SET	SPEC
187		15160	STORM DRAINAGE PIPING	10/6/2014	BID SET	SPEC
188		15181	HYDRONIC PIPING	10/6/2014	BID SET	SPEC
189		15185	HYDRONIC PUMPS	10/6/2014	BID SET	SPEC
190		15194	FUEL GAS PIPING	10/6/2014	BID SET	SPEC
191		15269	VARIABLE FREQUENCY CONTROLLERS	10/6/2014	BID SET	SPEC
192		15300	FIRE PROTECTION SYSTEMS	10/6/2014	BID SET	SPEC
193		15410	PLUMBING FIXTURES	10/6/2014	BID SET	SPEC
194		15485	ELECTRIC WATER HEATERS	10/6/2014	BID SET	SPEC
195		15725	MODULAR AIR HANDLING UNITS	10/6/2014	BID SET	SPEC
196		15763	FAN-COIL UNITS	10/6/2014	BID SET	SPEC
197		15815	METAL DUCTS	10/6/2014	BID SET	SPEC
198		15820	DUCT ACCESSORIES	10/6/2014	BID SET	SPEC
199		15838	POWER VENTILATORS	10/6/2014	BID SET	SPEC
200		15855	DIFFUSERS, REGISTERS AND GRILLES	10/6/2014	BID SET	SPEC
201		15861	AIR FILTERS	10/6/2014	BID SET	SPEC
202		15900	HVAC INSTRUMENTATION AND CONTROLS	10/20/2014	4	SPEC
203		15950	TESTING, ADJUSTING AND BALANCING	10/6/2014	BID SET	SPEC
204		16010	GENERAL PROVISIONS	10/6/2014	BID SET	SPEC
205		16011	ELECTRICAL SCOPE	10/6/2014	BID SET	SPEC
206		16100	BASIC MATERIALS & METHODS	10/6/2014	BID SET	SPEC
207		16102	BASIC DEVICES	10/6/2014	BID SET	SPEC

SDIRC - ADMINISTRATION COMPLEX

Drawings and Specs

<u>Sort #</u>	<u>Discipline</u>	<u>Sheet Number</u>	<u>Title</u>	<u>Rev Date</u>	<u>Revision</u>	<u>Drawing - Specification</u>
208		16110	RACEWAYS - METAL	10/6/2014	BID SET	SPEC
209		16111	RACEWAYS - NON-METALLIC	10/6/2014	BID SET	SPEC
210		16120	CONDUCTORS	10/6/2014	BID SET	SPEC
211		16130	OUTLET BOXES, JUNCTIONS BOXES & GUTTERS (WIREWAYS)	10/6/2014	BID SET	SPEC
212		16171	SAFETY SWITCHES	10/6/2014	BID SET	SPEC
213		16289	TRANSIENT VOLTAGE SUPPRESSION	10/6/2014	BID SET	SPEC
214		16450	GROUNDING	10/6/2014	BID SET	SPEC
215		16460	TRANSFORMERS	10/6/2014	BID SET	SPEC
216		16471	PANELBOARDS	10/6/2014	BID SET	SPEC
217		16490	AUTOMATIC TRANSFER SWITCH	10/6/2014	BID SET	SPEC
218		16501	LIGHTING MATERIALS & METHODS	10/6/2014	BID SET	SPEC
219		16610	LIGHTNING PROTECTION SYSTEMS	10/6/2014	BID SET	SPEC
220		16650	EMERGENCY GENERATOR	10/6/2014	BID SET	SPEC
221		16701	COMMON WORK RESULTS FOR CIMMINICATIONS	10/6/2014	BID SET	SPEC
222		16710	VOICE DATA CABLE INFRASTRUCTURE	10/6/2014	BID SET	SPEC
223		16753	AUDIO VIDEO SYSTEMS	10/6/2014	BID SET	SPEC
224		16772	ACCESS CONTROL SYSTEMS (EXTENSION OF EXISTING)	10/20/2014	3	SPEC
225		16778	CCTV SYSTEM	10/20/2014	3	SPEC
226		16791	ADDRESSABLE FIRE ALARM DETECTION SYSTEM	10/20/2014	3	SPEC

This Page Intentionally Left Blank

THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA

INDIAN RIVER AGREEMENT FOR ARCHITECTURAL SERVICES

THIS AGREEMENT FOR ARCHITECTURAL SERVICES (hereinafter the "Agreement") is made by and between the **School Board of Indian River County, Florida**, located at 1990 25th Street, Vero Beach, FL 32960 (hereinafter "Owner") and **Harvard Jolly Architecture** (hereinafter "Architect"), 2047 Vista Parkway, Suite 100, West Palm Beach, FL 33411.

WHEREAS, Owner desires to employ the Architect to perform the services described in this Agreement in connection with the **New Beachland Elementary Cafeteria** project (hereinafter "Project"), located at, 3350 Indian River Drive, Vero Beach, FL 32963 and Architect desires to be employed by the Owner; and

WHEREAS, Owner and Architect agree that Architect will furnish, perform, and provide architectural services required for the Project on the terms contained in this Agreement and the parties desire to reduce to writing their Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth or recited herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Architect agree as follows:

ARTICLE 1: GENERAL AGREEMENT PROVISIONS

1.1 **Recitals**. The recitals set forth in the WHEREAS clauses are incorporated by reference and made a part of this Agreement.

1.2 **Relationship of Parties**. The Architect accepts the relationship of trust and confidence established with the Owner by this Agreement, and covenants with the Owner to furnish the Architect's reasonable skill and judgment to provide professional services required to complete the Project in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, Architect, construction manager and other persons or entities employed by the Owner for the Project. Nothing contained in the this Agreement or the Contract Documents (as defined in ¶ 1.4 below) shall be construed to create a contractual relationship between any other person or entity other than the Owner and Architect.

1.3 **Owner's Project Representative**. The Owner hereby designates the Director of Facilities, Planning and Construction or designee, as its representative with the authority to assign the responsibility of managing the Project to a School District Project Field Representative (hereinafter "Owner's Project Representative"). The Owner's Project Representative is hereby delegated and assumes the Owner's responsibilities and authorities in the administration of this Agreement ONLY as noted herein.

1.4 **Contract Documents**. The Contract Documents consist of this Agreement, any addenda issued prior to execution of this Agreement, any written modifications issued after execution of this Agreement, including any amendments to this Agreement, all Construction Documents, and the following exhibits attached to this Agreement:

- Exhibit A- Scope of Services
- Exhibit B- Project Construction Budget
- Exhibit C- Project Schedule
- Exhibit D- Schedule of Progress Payments and Hourly Rates
- Exhibit E- Reimbursable Expenses
- Exhibit F- Key Employees
- Exhibit G- Administration of the Agreement
- Exhibit H- Truth-In-Negotiation Certificate

Exhibits A-H are incorporated into this Agreement by reference and shall be binding on the Architect.

1.5 Construction Documents. The Construction Documents include all drawings, plans and specifications developed by the Architect during the performance of this Agreement, and detail the requirements for the construction of the project.

1.6 Agreement Term. Unless this Agreement is terminated in accordance with Article 9, it shall remain in effect from the date of this Agreement until the Professional Services to be rendered by Architect in connection with this Agreement have been completed in accordance with the Contract Documents.

ARTICLE 2: ARCHITECT'S RESPONSIBILITIES AND SCOPE OF SERVICES

2.1 Professional Services. The Architect agrees to furnish and perform professional services for the Project under the terms of the Contract Documents.

2.1.1 Basic Services. The Architect agrees to furnish and perform professional services for the Project at a total construction cost to Owner, which does not exceed the Project Construction Budget as defined in Article 4 below. Architect agrees to furnish and perform all of the Project administration, Basic Services, bidding and construction award services, and construction phase services enumerated and described in the Administration of the Agreement (attached as Exhibit G). The Architect shall perform the Basic Services to the satisfaction of the Owner. The nature and scope of the Basic Services are specified in Exhibit A, Scope of Services.

2.1.2 Additional Services. No Additional Services shall be furnished by Architect unless specifically requested and authorized by Owner in writing. Additional Services may only be performed after the Architect has received a Purchase Order, fully executed Amendment to the Agreement, and Notice to Proceed for such services. Architect's fee for Additional Services will be computed in accordance with hourly rates as described in Exhibit D- Hourly Rates. If any Additional Services are provided by the Architect's subconsultants, and such Additional Services consist of normal services for which Architect would be entitled to an additional fee if it had provided the services, then Owner shall reimburse Architect for such actual reasonable amounts paid by Architect to its' subconsultants for such Additional Services, and Architect shall not be entitled to any additional fee or compensation.

2.2 Project Design. The Project shall be designed in accordance with the following:

2.2.1 The current edition of the rules of the Florida State Board of Education, Florida Building Code, in effect at the time this Agreement is approved or at the time the work is performed, whichever is later.

2.2.2 The Indian River County School District Educational Specifications or any educational or ancillary specifications, architectural program, design standard or project requirements developed by the Owner specifically for the Project.

2.2.3 The provisions of the Florida Statutes, including but not limited to chapter 1013, which apply to the Project.

2.2.4 All laws, regulations, or codes addressing site water management, water wells, environmental requirements, and sanitation.

2.2.5 The federal requirements of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*).

2.3 Permitting and Approvals. The Architect shall prepare, file, and coordinate the approval of all permitting actions, document reviews and approvals with any applicable city, county, state, and Federal bodies having jurisdiction and authority for the permitting, document reviews, and approvals.

2.4 Subconsultants, Separate Consultants, or Subcontractors. If the Architect desires to employ subconsultants, separate consultants, or subcontractors in connection with the performance of its services under this Agreement, it agrees to comply with the following:

2.4.1 Owner Approval. The Architect shall submit any subconsultants, separate consultants, or subcontractors to the Owner for prior written approval. The Owner has the sole discretion to withhold its approval. The Owner shall not be liable to the Architect in any manner whatsoever arising out of the Owner's objection to a proposed sub-consultant, separate consultant, or subcontractor.

2.4.2 Architect Responsibilities. The Architect shall coordinate the work product of any subconsultant, separate consultant, or subcontractor and shall remain fully responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Architect or its subconsultants, separate consultants, or subcontractors. The Architect shall review or approve designs, drawings, specifications, shop drawings, submittals, or other items produced or furnished by any subconsultant, separate consultant, or subcontractor prior to submittal to the Owner's Project Representative. The Architect shall correct or revise any errors or deficiencies it sees in documents or services provided pursuant to this Agreement and shall provide the Owner's Project Representative with corrected documents at the Architect's sole cost and expense.

2.4.3 Subconsultant, Separate Consultant, or Subcontractor Responsibilities. Any agreements between the Architect and a subconsultant, separate consultant, or subcontractor for work on the Project shall reflect the terms of this Agreement. To the extent the services are to be performed by the subconsultant, separate consultant, or subcontractor, that third party shall assume the obligations of the Architect towards the Owner. The Architect acknowledges that this does not relieve the Architect from any of its duties under this Agreement.

2.5 Key Employees. The Owner has relied upon and hired the Architect because of the involvement of certain individuals employed by the Architect who are identified on Exhibit F (the "Key Employees"). The Architect agrees that the Key Employees shall be assigned to the Project. The Architect shall not remove any Key Employee from the Project without the prior written consent of the Owner, for any reason other than termination of the Key Employee's employment by the Architect.

2.6 Owner Consultants. The Architect shall cooperate at all times with the Owner and shall cooperate and coordinate with any separate consultant or agent hired by the Owner. The Architect shall incorporate the work product of any Owner-retained consultant in a manner, which is appropriate to facilitate the design and construction of the Project within the Project Construction Budget and Project Schedule.

2.7 Employees/Agents of Owner. The responsibilities of the Architect for performing services under this Agreement and the Construction Documents is not relieved or affected in any respect whatsoever by the presence of, or inspection by, employees or agents of the Owner. The Architect agrees that its responsibilities for approving and certifying work for payment are not shared by any employee or agent of the Owner.

ARTICLE 3: FEES AND PAYMENT

3.1 Contract Sum. Owner agrees to pay Architect a Not-to-Exceed Fee of **\$ 296,020.00 – Plus Reimbursables** (the "Contract Sum") for Basic Services (as set forth in Exhibit A to this Agreement).

3.2 Reimbursable Expenses. The Owner shall pay the Architect for certain reimbursable expenses (the "Reimbursable Expenses") as set forth on Exhibit E. The Architect hereby waives all rights to payment by the Owner for otherwise Reimbursable Expenses when (a) the expense was incurred more than ninety (90) days before the date on which the Owner receives the first valid invoice from the Architect requesting payment for that expense; (b) the first invoice for that expense is not accompanied by detailed, credible, and legible documentation indicating the project-related nature of the expense.

3.3 Payment for Services Performed. Progress Payments shall be made on a monthly basis, in accordance with the schedule of payments in Exhibit D, based on completed work by the Architect.

3.3.1 Initiation of services shall be upon receipt of a Purchase Order, fully executed Agreement, and Notice to Proceed.

3.3.2 The application for payment shall be in a format approved by the Owner's Project Representative (Facilities Division Payment Requisition Form) and shall reflect in detail the scope/amount of services/work completed.

3.3.3 Architect expressly waives any right to payment for any Additional Services (as defined in ¶ 2.1.2 above) performed if the Architect has not received prior written authorization of such services by the Owner's Project Representative, which would have resulted in the Architect receiving a Purchase Order, Notice to Proceed, and a fully executed Amendment to this Agreement.

3.3.4 Final payment to the Architect shall not be made by the Owner until the Original Work Product (as defined in ¶ 5.1 below) has been received and accepted by the Owner's Project Representative.

3.3.5 The fee structure and hourly rates may be revised only by written amendment, agreed to and executed by both parties to this Agreement.

ARTICLE 4: PROJECT BUDGET, SCHEDULE, AND MANAGEMENT

4.1 Project Construction Budget. The Architect acknowledges that the Owner has provided a Project Construction Budget, which is attached as Exhibit B. The Project Construction Budget is defined as the total budget identified for the construction of the Project. As identified in Exhibit B, the total Project Construction Budget consists of site development, building shells and interiors, site improvements, and any equipment that is included in the construction of the Project. The Architect agrees that the Project Construction Budget is of the essence to this Agreement. The Architect's work product, including without limitation, any designs, plans, and drawings, shall be designed to be constructed within the Project Construction Budget. When the Project requirements have been sufficiently identified, the Architect shall prepare a preliminary opinion of the Project Construction Budget. This opinion may be based on current area, volume or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall update and refine the preliminary opinion of the Project Construction Budget. The Architect shall advise the Owner in writing of any adjustments to previous opinions of the Project Construction Budget indicated by changes in Project requirements or general market conditions. If at any time the Architect's opinion of the Project Construction Budget exceeds the Owner's Project Construction Budget, set forth in Exhibit B, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget.

4.1.1 Redesign. If the Architect's opinion of the Project Construction Budget, or if bids received on the Project, are not within the Project Construction Budget, the Architect shall perform all redesign work, which is reasonable and necessary to redesign the Project so that bids are received within the Project Construction Budget, as a part of its Basic Services. In the event that the redesigned work is necessitated solely by the error or omissions of the Owner, then the Architect shall perform such redesign work as Additional Services.

4.1.2 Cost Consultant. Although the Architect is responsible for developing a design that meets the Project Construction Budget, the Owner may hire a Cost Consultant to verify costs on the Project. The Architect shall cooperate with the Owner's Cost Consultant by providing all necessary information for the preparation and updating of all estimates of construction costs throughout all phases of the Project.

4.2 Project Schedule. The Architect shall begin the Basic Services after both parties have executed this Agreement and the Architect has received a Purchase Order and Notice to Proceed. The Architect shall complete the Basic Services in accordance with the Project Schedule attached as Exhibit C.

4.2.1 The parties agree that time is of the essence to this Agreement.

4.2.2 The schedule for Additional Services, if any, shall be established by the Owner's Project Representative and included in a fully executed Amendment to this Agreement.

4.2.3 Acceleration. The Architect shall accelerate the performance of Basic Services and Additional Services in the manner directed by the Owner's Project Representative. The Owner's Project Representative has the sole discretion to determine that acceleration is necessary to maintain the Project Schedule. If acceleration is required due to delays caused solely by the Architect, the acceleration shall be at no cost to the Owner. If the acceleration is required due to delay partially caused by the Architect, the portion of the delay not caused by the Architect shall be treated as an Additional Service and the portion of the delay caused by the Architect shall be treated as a Basic Service at no additional cost to the Owner.

4.2.4 Before the Architect submits the first invoice for professional services to the Owner's Project Representative, the Architect shall prepare for the Owner's Project Representative's review and approval a comprehensive milestone schedule, consistent with Exhibit C, of the performance of the Architect's services and those of any subconsultants, separate consultants or subcontractors retained, employed or contracted by Architect. This schedule shall indicate dates of (or, where applicable, periods of elapsed time allowed for) Owner approvals, dates when specific information is required by the Architect from the Owner, and anticipated approval periods required for public authorities having jurisdiction over the Project. Once submitted, the Architect and Architect's Consultants will be bound by that schedule and will not deviate from it without prior written authorization by the Owner. Whether or not deviations from the schedule have been authorized by the Owner, the Architect shall update this schedule as necessary to reflect Owner-approved changes or unavoidable deviations and to indicate the probable impact of those deviations on the performance of the Architect's services and the Project. However, nothing in this subparagraph shall be construed as a waiver of the Owner's right to obtain full compliance by the Architect to approved schedules.

4.2.4.1 The Architect acknowledges that the failure to meet the comprehensive milestone schedule will result in substantial damages to Owner, which are not ascertainable at this time. Architect acknowledges and agrees that, since time is of the essence, the Owner will suffer financial and other losses if the comprehensive milestone schedule is not met within the Projected Schedule as said Projected Schedule may be adjusted pursuant to the terms of this Agreement. Should the Architect fail to meet the comprehensive milestone schedule within the Projected Schedule, Owner shall be entitled to assess, as liquidated damages, but not as a penalty, the sum of \$100.00 for each calendar day thereafter until the comprehensive milestone schedule is met. Architect hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of contracting if Architect fails to meet the comprehensive milestone schedule within the Projected Schedule. Further, the parties acknowledge that it would be extremely difficult, if not impossible, to ascertain Owner's actual damages within any degree of certainty in the event the Architect fails to meet the comprehensive milestone schedule within the Projected Schedule.

ARTICLE 5: DOCUMENTS

5.1 Ownership of Documents. All plans, drawings, specifications, sketches, models, artwork, reports, or other tangible work product produced, originally developed, or submitted to Owner by Architect pursuant to this Agreement (the "Original Work Product") is and shall remain the sole property of the Owner.

5.1.1 Owner's Rights. The Owner shall have the right to use any and all Original Work Product. The Architect shall maintain a set of reproducible record prints of the Original Work Product. If subsequent usage by the Owner shall require further evidence of sealing requirements, the Architect shall make appropriate arrangements with the Owner for this purpose pursuant to paragraph 8.

5.1.2 To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for Owner as the author, creator, or inventor thereof upon creation, and Owner shall have all rights therein including, without limitation, the right of reproduction, with respect to such copyrightable or patentable Original Work Product. Architect agrees to cooperate fully with Owner in filing the appropriate application with the U.S. Patent and Trademark Office to obtain a patent or patents, at the option, and in the sole discretion, of the Owner. Architect further agrees to assign to the School Board all rights to any patent or patents obtained and any copyrighted Original Work Product. If the Owner elects its right to insist that a patent application will be filed, then the Owner will be responsible to pay all required, reasonable and necessary costs and fees associated with the preparation of the application for a patent or patents, filing of the application, prosecution of the application, and assignment of rights to the Owner. Architect acknowledges that the provisions herein are a significant factor in the Owner's decision to enter into this Agreement with Architect.

5.1.3 Delivery of Original Work Product. The Architect shall deliver the Original Work Product to Owner's Project Representative upon Final Completion of the Project, unless, in the Owner's Project Representative's sole discretion, it is necessary for the Architect to retain possession of the Original Work Product for a longer period of time. Original Work Product shall include, but not be limited to, all computer-generated electronic documents (CADD files and specifications). CADD as-built files shall match the final printed as-built files to include all markups, notes, and revisions. Upon early termination of the Architect's services, the Architect shall deliver all Original Work Product to the Owner's Project Representative, complete or incomplete, within ten (10) days of the effective date of the early termination.

5.1.4 Architect shall retain copies of all Original Work Product for its permanent records; however, the same cannot be used for purposes other than the Project under this Agreement without Owner's prior written consent. Architect agrees not to recreate any designs, or any other tangible work product contemplated by or originally-developed under this Agreement, or portions thereof, which if constructed or otherwise materialized,

would be reasonably identifiable with the Original Work Product developed by Architect under this Agreement.

5.1.5 Architect shall provide the Original Work Product and all documentation required for Project closeout before final payment is approved by Owner.

5.2 Documents and Copies. The Architect shall provide the Owner's Project Representative with copies of all Construction Documents, reports, and other documents and materials (except correspondence) prepared by Architect under this Agreement, including sealed copies and computer files (CADD and specifications). The copies shall be furnished as requested by the Owner's Project Representative, and as they are prepared and completed by Architect. Architect shall promptly furnish the copies to the Owner's Project Representative, along with a detailed invoice showing Architect's copy expenses, and Owner shall pay the reasonable and agreed-upon cost for the reproduction.

5.3 Accounting Records and Owner's Right to Audit. The Architect shall establish and maintain a reasonable accounting system to keep full and detailed accounts and to exercise such cost controls as may be necessary for proper financial management under this Agreement. The accounting and cost control systems shall be satisfactory to the Owner, as necessary to audit and verify the completeness and accuracy of all costs incurred and contained in the Architect's invoices, proposals, and monthly Payment Applications. The Owner and the Owner's accountants or other duly-authorized representatives or agents shall be afforded access to all of the Architect's financial and other related records. The Architect shall maintain its direct personnel expense records, consultant expense records, and other expense records, which pertain to the Project, as well as its record of accounts between the Architect and the Owner, which pertain to the Project. The records shall be available to the Owner or its authorized representatives, during regular business hours for inspection and copying. The Architect shall maintain accurate time records, to within the nearest one quarter hour for each time entry for all work performed by the employees of the Architect under this Agreement.

5.3.1 "Records," as referred to in this Agreement, shall include any and all information, materials and data of every kind and character, including without limitation, documents, recordings, agreements, purchase orders, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in Owner's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Documents. Such records shall include (hard copy, as well as computer-readable data if it can be made available), written policies and procedures; time sheets; payroll registers; expense records; cancelled checks; subconsultant, separate consultant, and subcontractor files; original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); and any other Architect records which may have a bearing on matters of interest to the Owner in connection with Architect's dealings with the Owner (all foregoing hereinafter referred to as "records") to the extent necessary to permit evaluation and verification of: a) Architect's compliance with contract requirements, b) compliance with Owner's business ethics policies, and c) compliance with provisions for pricing amendments to this Agreement, and invoices or claims submitted by the Architect or its payees.

5.3.2 Architect shall make it a condition of all subcontracts related to the Work that any and all subconsultants, separate consultants, and subcontractors will keep accurate records of costs incurred and items billed in connection with their work, and that such records shall be open to audit by Owner or its authorized representatives during performance of the Work and until five (5) years after its completion, in accordance with this paragraph 5.3 and all related subparagraphs.

5.3.3 Upon seven (7) calendar days' written notice, from the date of this Agreement to the last date described in this paragraph 5.3 and all related subparagraphs, the Architect shall provide to the Owner or its authorized representative(s) all records covered in this Article 5 that are requested. If the provided records require further review or support, the Owner and its authorized representative(s) shall be entitled to inspect, examine, review and copy the Architect's records at the Owner's reasonable expense, with adequate workspace at the Architect's facilities. Such rights to inspect, examine, review and copy shall extend to the records and documentation of subconsultants, separate consultants, and subcontractors. Failure by the Architect to supply substantiating records shall be reason to exclude or recover the related costs from amounts which might otherwise be payable by the Owner to the Architect pursuant to this Agreement.

5.3.4 Retention of Documentation. Architect shall retain all such Records as described in this Article 5 including, without limitation, those identified in subparagraph 5.3.1 above, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five (5) years after the Owner has made final payment and all services have been performed under this Agreement, or for such longer period as may be required by law. If the Architect receives notification of a dispute or the commencement of litigation regarding the Project within this five-year period, then the Architect shall continue to maintain all Project Records in accordance with paragraph 5.3, and all related subparagraphs, until final resolution of the dispute or litigation, or until the expiration of the five-year period, whichever is later.

5.3.5 This paragraph 5.3, "Accounting Records and Owner's Right to Audit," and all related subparagraphs, including all access, inspection, copying, auditing, reimbursement and repayment rights shall survive the termination of this Agreement.

ARTICLE 6: INSURANCE REQUIREMENTS

6.1 Architect shall provide and maintain at all times during the Agreement Term and any renewals, without cost to Owner, policies of insurance insuring Architect against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services, and/or obligations of Architect under the terms and conditions of this Agreement. All insurance policies shall be for the insurance coverages listed in this Article, and shall be on forms that are acceptable to the Owner.

6.2 Insurance Coverages. The minimum requirements for insurance coverage shall be as follows, or greater if required by law:

6.2.1 Commercial General Liability Insurance. Commercial General Liability Insurance (including Blanket Contractual Liability and Completed Operations, Explosion, Collapse,

9 of 46

Architect: RT
Owner's Project Representative: _____

and Underground Hazards) in limits of not less than \$1,000,000 per occurrence and a \$3,000,000 aggregate, with no deductible, covering personal injury, bodily injury, and property damage. The Products and Completed Operations portions of the general liability shall extend for a period of two (2) years after the final acceptance of the project by the District. The policies shall name the District, its Board members, and staff as additional insured as their interests may appear under this agreement and the insurers shall agree to waive all rights of subrogation against the District and each individual member of the Board and staff. Additional Insured Endorsement CG2026 shall be endorsed naming the Board.

6.2.2 Business Automobile Insurance. Business Automobile-The Architect shall, during the Term of this Agreement, provide the School Board with evidence, including a Thirty (30) day written notice of cancellation, termination or non-renewal, of insurance prior to the commencement of this Agreement. The coverage shall include the Business Automobile Liability form with coverage for symbol I (any auto) and with limits of not less than \$1,000,000 combined single limit or \$500,000.00 per person/\$1,000,000 per accident bodily injury and \$250,000 per accident property damage. Also, the policy will include the **School Board as an Additional Insured.**

6.2.3 Workers' Compensation. Workers' Compensation/Employers Liability-The Architect shall, during the Term of this Agreement, and, in the case that any work is performed by sub-consultants, separate consultants, or subcontractors, then Architect shall require the sub-consultants, separate consultants, or subcontractors to provide Workers' Compensation Insurance as required by Chapter 440, Florida Statutes, for all the latter's employees, unless such employees are covered by the protection of Architect will provide the School Board with evidence, including a Thirty (30) day written notice of cancellation, termination or non-renewal, of insurance prior to commencement of this Agreement. The coverage shall include Statutory Workers' Compensation Benefits and Employees Liability for limits of not less than \$1,000,000.

6.2.4 Employer's Liability Insurance. The coverage limits shall not be less than \$1,000,000 per accident; \$1,000,000 per employee (disease); and \$1,000,000 policy limit (disease).

6.2.5 Professional Liability Insurance (Errors & Omissions Liability) for Primary Consultants and Design/Build Liability.

Coverage shall be in limits not less than \$1,000,000 per occurrence or an annual aggregate limit of \$3,000,000 covering negligent errors, omissions, or acts, with a per occurrence deductible not to exceed \$5,000.00 or five percent (5%) of the estimated professional fee or as approved by the Superintendent. Such coverage shall be maintained for a period of three (3) years after the date of final payment to the architect or engineer. If such insurance is based upon a "claims made" policy, prior to the services being performed, the architect or engineer shall provide to the Board satisfactory proof that extended reporting period coverage is available if the architect or engineer should cancel such coverage within three (3) years after the date of final payment to the architect or engineer. For specific projects, when recommended by the Superintendent, the Board may require higher limits.

When in the District's best interest and upon the recommendation of the Superintendent, the architect or engineer may obtain and carry non-cancelable project-specific professional liability insurance during the design and construction of the project and for a

three (3) year discovery period thereafter. This insurance shall also provide for the owner's defense, if named with the architect or engineer in any claim covered under the policy.

6.2.6 Valuable Papers and Records. Valuable papers and records insurance in an amount of not less than \$50,000.00 per occurrence, with no deductible, to assure the substantial restoration of any plans, drawings, or other similar data related to the architect's or engineer's services which are in the area, custody, or control of the architect or engineer.

6.2.7 The Superintendent may recommend that the Board enter an agreement with lower limits of coverage when the standard coverage required by this policy may be commercially unavailable for a particular undertaking, or when the amount of the professional fee may not justify the extent of coverage otherwise required by this policy. In such cases, the Superintendent or designee will recommend that the specifications and requirements for the project shall include the modified levels of insurance coverage and limits of liability for the specific project that will waive the standard insurance limits specified in this policy.

6.3 Owner as Additional Insured. Architect shall name Owner as an Additional Insured on both the Commercial General Liability Insurance and Business Automobile Insurance policies.

6.4 Form of Insurance. All insurance required under this Agreement shall be with companies that are licensed in Florida and on forms, which are acceptable to the Owner. The policies shall name the Owner, the Owner's representative, and the officers, directors, agents, employees, and assigns of the Owner as additional insured (except for the professional liability and workers' compensation insurance). The Coverage under all insurance required in this Agreement may not be reduced, terminated, or canceled unless thirty (30) days prior written notice is furnished to the Owner. In the event of any cancellation or reduction of insurance coverage, the Architect shall obtain substitute coverage without any lapse of coverage.

6.4.5 Insurer Qualifications. A Letter of Insurability or Certificate of Insurance evidencing that all of the above insurance is in force shall be furnished to the Board before any services are performed, at all renewal times, and shall require written notification to the Board at least thirty (30) days prior to any cancellation, termination, non-renewal, or modification. All insurance shall be with insurers authorized to do business in Florida and shall be rated at least AV by Best's Key Rating Guide. If the architect or engineer fails to provide or otherwise maintain the required insurance, the Board may purchase the insurance and hold the architect or engineer responsible for the cost thereof.

6.5 Proof of Insurance. The Architect shall provide to the Owner's Project Representative, within ten (10) days of the date of this Agreement or prior to providing services, whichever is sooner, and annually upon renewal thereafter, the following:

6.56.1 A Certificate of Insurance addressed to the Owner evidencing the existence of the insurance coverage required under this Agreement. The Certificate of Insurance shall be dated and shall also include the following:

- (a) Architect's name, the name of the Project, the name of the insurer, the number of the insurance policy, and the effective date and termination date of the policy,
- (b) A statement that the insurer will mail notice to the Owner at least thirty (30) days prior to any material changes in provisions or cancellation of the policy, and
- (c) Owner shall be named as an Additional Insured on the General Liability and Business Automobile Insurance policies, as evidenced by the endorsement.

6.56.2 The original policies evidencing the required insurance coverage, which Owner's Project Representative shall copy and return to Architect within seven (7) working days; and

6.56.3 Proof which is acceptable to the Owner that the premium for the policies required under this Agreement has been paid in full by the Architect for a period of time ending no earlier than six (6) months after the date of this Agreement.

6.56.4 Architect agrees that Owner will make no payments under the terms of this Agreement until all required proof or evidence of insurance has been provided to Owner's Project Representative.

6.6 Waiver of Subrogation. Architect agrees that the insurer shall waive its rights of subrogation, if any, against Owner.

6.7 Cancellation or Modification of Coverage. The coverage under all insurance policies required by this Agreement may not be reduced, terminated, or canceled unless thirty (30) days prior written notice is furnished to the Owner. In the event of any cancellation or reduction of insurance coverage, the Architect shall obtain substitute coverage without any lapse of coverage.

6.8 Payment of Premiums. The Architect shall promptly renew and maintain in full force and effect all insurance coverage required under this Agreement. The Architect shall pay all premiums becoming due on the insurance policies, without request or demand. The Architect shall promptly provide proof of premium payment to the Owner.

6.9 Loss Deductible Clause. Owner shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Architect.

6.10 The Architect shall provide the Owner with copies of all subcontracts or agreements between the Architect and its sub-consultants. The Architect shall include in each such subcontract or agreement the following provisions:

- A. For projects with Probable Construction Costs exceeding \$1,000,000, but less than \$3,000,001, each sub-consulting Engineer shall carry professional responsibility insurance providing coverage of not less than \$250,000, with not more than a \$25,000 deductible, and which meets all other requirements; or

- B. For projects with Probable Construction Costs exceeding \$3,000,000, but less than \$7,500,001, each Major Sub-Consulting Engineer shall carry professional responsibility insurance providing coverage of not less than \$500,000, with not more than a \$25,000 deductible, and which meets all other requirements; or
- C. For projects with Probable Construction Costs exceeding \$7,500,000, each sub-consultant shall be covered for professional responsibility insurance coverage.
- D. Each sub-consultant shall provide the insurance coverage specified; and
- E. Each sub-consulting Engineer agreement shall provide for resolution of disputes between the parties thereto in a manner consistent with this Agreement, and if the sub-consultant agreement provides for arbitration of disputes, it will except from the scope of the arbitration agreement any claims, demands causes of action, or disputes which relate to or arise from, in whole or in part, alleged professional malpractice, errors or omissions by such Engineer; and
- F. Each sub-consultant agreement shall provide for a waiver of subrogation by the Architect, unless or until the Owner has been fully compensated for any damages alleged to have been caused or contributed to, in whole or in part, by such sub-consultant.

6.11 The Architect shall provide the Owner with copies of each of the Architect's sub-consultants certificates of insurance, policies and/or endorsements upon the execution of each individual sub-consultant agreement.

ARTICLE 7: ARCHITECT REPRESENTATIONS AND WARRANTIES

7.1 Representations. Architect hereby represents to Owner that:

7.1.1 It has the experience and skill to perform the services required to be performed by this Agreement.

7.1.2 It shall provide and employ, in connection with the performance of such services, personnel qualified and experienced in their profession; it being understood that the Owner's Project Representative may at any time require Architect to remove, and Architect shall immediately remove, any person employed in connection with the performance of services under this Agreement who in the opinion of the Owner's Project Representative or the Owner is unfit for the proper performance of his/her duties.

7.1.3 It shall design to and comply with applicable federal, state, and local laws, rules, regulations and codes, including, without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Contract, and shall, if requested by the Owner, provide certification of compliance with all registration and licensing requirements.

7.1.4 All professional services rendered by Consultant will be conducted by persons properly licensed and certified in accordance with Florida Statutes and other applicable rules and regulations. Prior to any services being rendered under this Contract, Consultant will provide to the Owner's Project Representative proof of certification for each individual providing services under this Contract.

7.1.5 It shall perform said services in accordance with generally-accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of the Owner.

7.1.6 It is adequately financed to meet any financial obligations it may be required to incur under this Contract.

7.1.7 The work product of Consultant shall not call for the use of, nor infringe any, patent, trademark, service mark, copyright, or other proprietary interest claimed or held by any person or business entity absent prior written consent from the Owner and such other person or business entity.

7.2 Errors and Omissions. The Architect shall be obligated and responsible to Owner for, and Architect shall promptly and forthwith pay to Owner upon the demand, reasonable damages and additional costs and/or expenses in connection with construction of or delay in construction of the Project or otherwise incurred, sustained, and/or paid by Owner on account of or growing out of: (1) any and all errors and/or omissions made by Architect in the preparation of any plans, specifications, drawings and/or other documents pursuant to this Agreement and the Project's Scope of Services; and (2) any and all negligent acts or omissions on the part of Architect in preparing any plans, specifications, drawings, or other documents or in the performance of any other services under this Agreement and the Project's Scope of Services. It is the intent of the parties hereto that Architect be held to and accountable for a degree of professionalism that is customary in the industry and commercially reasonable and for accuracy in the performance of the services of Architect under this Agreement.

7.3 Indemnity and Hold Harmless. Architect shall hold harmless and indemnify Owner, its agents, and employees from and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses, or expenses of any nature whatsoever arising directly or indirectly from or out of any negligent act or omission of Architect, its subconsultants, separate consultants, or subcontractors and their officers, directors, agents, or employees, any failure of Architect to perform its services under this Agreement in accordance with generally-accepted professional standards, any breach by Architect of its obligations and duties to perform under this Agreement, any breach of Architect's representations made in this Agreement, and the failure of performance of any product or service furnished by Architect under this Agreement. This hold harmless and indemnification provision shall include a duty to defend the Owner and to pay all reasonable attorneys' fees and expenses, including administrative and on appeal, incurred by the Owner in the defense of any matter covered by this provision. This hold harmless and indemnity is made notwithstanding the right of the Owner to reuse the plans and its ownership of, and rights to, the Original Work Product. The provisions

of this paragraph shall survive the termination or expiration of this Agreement. The parties acknowledge that the Contract Sum includes \$100.00 to be paid by Owner to Architect as part of Owner's first payment to Architect as consideration for this indemnification. This indemnity shall not be deemed to include matters which may be caused or result from an act or omission of the Owner. Nothing in this Contract shall be interpreted or construed as an agreement on the part of the Owner to indemnify or hold harmless any party, including, but not limited to, the Architect, Construction Manager, Consultants, Subconsultants, Subcontractors, Trade Contractors, or all other lower tier Contractors (Sub-Subcontractors).

7.4 Prohibition against Contingent Fees. The Architect hereby represents and warrants to the Owner that the Architect has not employed or retained any company or person (other than a bona fide employee working solely for the Architect) to solicit or secure this Agreement, and that the Architect has not paid or agreed to pay any person, company, corporation, individual, or firm (other than a bona fide employee working solely for the Architect) any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or execution of this Agreement. If the Architect breaches this provision, the Owner has the right to immediately terminate this Agreement without any liability to itself and, at its sole discretion, to deduct from the Contract Sum, or otherwise recover, the full amount of any such fee, commission, percentage, gift, or consideration.

7.5 Conflict of Interest. The Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to the Project.

ARTICLE 8: REUSE AND REPEATED DESIGN

8.1 The Owner may reuse or repeat the Project, as designed by the Architect under this Agreement, at any time(s). The Architect shall make all plans, specifications, designs, drawings, notes, and other documents available to the Owner to facilitate the reuse of the Project design.

8.2 Owner acknowledges that the designs used by the Architect for this Project may have been originally created by the Architect for previous projects and remain the property of the Architect. Nevertheless, without requiring the Owner to pay additional fees, Architect consents to Owner's use of the plans, specifications, designs, drawings, notes, and other documents used by Architect under this Agreement to complete the Project following Architect's termination for any reason or to perform additions to or remodeling of the Project. Additionally, Architect agrees to make available to Owner all plans, specifications, designs, drawings, notes, and other documents, including, but not limited to, original CADD files used by Architect under this Agreement for reuse by Owner on repeat projects. For each reuse or repeat project, Owner agrees to pay Architect a fee according to the schedule of re-use fees below. If Owner engages Architect in multiple simultaneous re-use projects Owner agrees to pay Architect a discounted fee per the schedule. Further, Owner and Architect will negotiate a fee for Architect to adapt plans, specifications, and other documents used in the Project to any new site where the Project documents are to be used. Additionally, Owner and Architect shall negotiate a fee for the Architect to provide bidding and construction phase services. Owner and Architect shall also negotiate a separate fee for any Owner-requested changes or modifications, or any revisions that are required due to building code or other regulatory changes.

8.3 Schedule of Re-use Fees:

- A. Single Project- \$TBD
- B. Simultaneous Multiple Projects- \$TBD

ARTICLE 9: TERMINATION, SUSPENSION, OR ABANDONMENT

9.1 Termination. Either party may terminate this Agreement for failure of the other party to substantially perform in accordance with the requirements of the Agreement through no fault of the party initiating the termination. Further, the Owner has the absolute right to suspend or terminate this Agreement without cause for convenience at any time upon thirty (30) days prior written notice to the Architect.

9.1.1 Notwithstanding anything to the contrary in the preceding paragraph, except in an emergency circumstance, before terminating the Agreement for breach, the party who claims the other is in breach or default of the Agreement requirements shall serve written notification on the other party that identifies the alleged breach or breaches of the Agreement. The party receiving notice shall have thirty (30) days in which to cure the breach or default before the Agreement is terminated.

9.1.2 In the event of an emergency that threatens the safety or security of the assets or personnel of the School District of Indian River County, Florida, or which threatens the safety or security of the students or other third parties, termination may be made immediately upon notice to the Architect, and the Architect shall immediately vacate the premises. Failure to timely pay an invoice will not be deemed an emergency, but shall instead be governed by the provisions of Florida's Local Government Prompt Payment Act (Sections 218.70-218.80, Florida Statutes).

9.1.3 If the Project is suspended or terminated without cause, the Owner shall pay to Architect only that portion of the Contract Sum which has become due and payable to Architect under the Agreement.

9.1.4 Upon receipt of a termination notice without cause, Architect and the Owner's Project Representative shall meet and determine the work that is necessary to be performed during the 30-day termination notice period. In no event will Architect unreasonably or unnecessarily accelerate the work during the 30-day written notice termination period but, in all events, Architect shall identify that work which in its professional opinion should be completed to protect the interests of the Owner, including the promotion of an efficient and cost-effective delivery of the Original Work Product. Unless the Owner authorizes Architect in writing, Architect shall not perform any further services and shall not be entitled to receive payment from the Owner on account of any such services performed during the period of suspension or after termination.

9.2 Abandonment or Suspension. If the Owner suspends or abandons the Project, the Owner shall pay all fees and Reimbursable Expenses which have become due and payable to the Architect pursuant to Exhibit D- Schedule of Progress Payments and Hourly Rates. The Architect shall not be entitled to lost profits for uncompleted work. Payment shall be made for that portion of the work that the Architect completed prior to the abandonment or suspension and the Owner shall have no further obligation to the Architect for the payment of any other fees, unless the Project is resumed by the Owner. Architect, at the option of the Owner, shall complete its services under this Agreement upon resumption of the Project by Owner, and Architect shall, in that event, be entitled to payment of the remaining unpaid fees which become

payable to it under this Agreement, to be payable at the times and in the manner specified in this Agreement. In no event will any fee or part thereof become due or payable to Architect unless and until Architect has attained and completed that stage of work where the same would be due and payable under the terms of this Agreement.

9.3 Resumption. If the Owner chooses to resume the Project, the Architect shall complete its services under this Agreement and it shall be entitled to payment of any remaining unpaid fees in accordance with the terms of this Agreement. When Architect receives a notice from the Owner that the suspension has been canceled, the Architect shall perform all services remaining under this Agreement and, by a duly-executed written amendment to this Agreement, it shall be entitled to an extension of time equal to the period of the suspension. If the Project is resumed within 365 days of the date it was abandoned or suspended, the fees payable to the Architect shall be equal to the amounts due under this Agreement which had not been paid by the Owner to the Architect and shall be based on the amounts provided in Exhibit D. If the Project is resumed more than 365 days after the date of its abandonment or suspension, then, upon Architect's written request, the Agreement may be amended to reflect any escalation in the cost of materials or labor. Any adjustments to the Contract Sum based on material or labor escalations will be negotiated between Architect and the Owner's Project Representative, and will be submitted to Owner within two (2) business days for approval of the amendment to the Agreement.

ARTICLE 10: SPECIAL PROVISIONS

10.1 Consultants' Competitive Negotiation Act ("CCNA"). If the total fee paid to the Architect exceeds the threshold amount provided in Section 287.017, for CATEGORY FOUR the following provisions of the CCNA, section 287.055(5)(a), Florida Statutes, shall apply:

10.1.1 The Architect shall execute and furnish to the Owner's Project Representative a "Truth-in-Negotiation Certificate," stating the wage rates and other factual unit costs supporting compensation are accurate, complete, and current at the time of executing this Agreement.

10.1.2 The "Truth-in-Negotiation Certificate" form is attached to this Agreement as Exhibit H.

10.1.3 The Contract Sum and any additions thereto shall be adjusted to exclude any significant sums by which Owner determines the Contract Sum was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

10.2 Public Entity Crime Information Statement and Debarment. Section 287.133(2)(a) of the Florida Statutes states: "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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, 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 following the date of being placed on the convicted vendor list."

10.2.1 By signing this Agreement, Architect represents and certifies, to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency, as defined by each Federal agency's codification of the Governmentwide Debarment and Suspension Common Rule for Nonprocurement, and do not appear on the Excluded Parties List System, as defined in 48 CFR 2.101;

- (a) Have not, within a five-year period preceding the issuance of the Request for Qualifications ("RFQ") that led to the award of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (b) Are not presently indicted or otherwise criminally charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b);
- (c) Have not, within a five-year period preceding the issuance of the RFQ that led to the award of this Agreement, had one or more public transactions (Federal, state or local) terminated for cause or default; and
- (d) Are not presently, nor have been within the last three (3) years, listed on the convicted vendor list.

10.2.2 In addition to any other requirements of law, Architect shall notify Owner within 30 days after the occurrence of any of the events, actions, debarments, suspensions, proposals, declarations, exclusions, convictions, judgments, indictments, informations, or terminations as described in paragraphs (a) through (e) above, with respect to Architect or its principals.

10.3 Background Check. The Architect will comply with all requirements of § 1012.32, § 1012.465, § 1012.467 and § 1012.468, Florida Statutes. Its employees and subcontractors who provide services under this Agreement while students are present shall complete the fingerprinting conducted or coordinated by the School Board pursuant to § 1012.32, Florida Statutes, or present to School Board a valid uniform, statewide identification badge issued by another Florida school district. The background screening or presentment of a previously issued badge shall occur in advance of the Architect or its personnel or subcontractors providing any services on campus while students are present. The Architect will bear the cost of the fingerprinting and background screening required by §1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Architect, its employees and subcontractors. The Architect's employees and subcontractors shall display the issued uniform, statewide identification badge at all times while at the Project. The parties agree that the failure of the Architect to perform any of the duties described in this paragraph shall constitute a material breach of this Agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this Agreement. The Architect agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or

property damage, or third party claims resulting from Architect's failure to comply with these requirements. Architect shall require each of Architect's subcontractors on the Project to agree in writing to the provisions of this paragraph. Architect's employees, agents or contractors shall not be allowed access to the Project while students are present until such time as Architect is in compliance with the provisions of this paragraph.

10.4 Conduct While on School Property. The Architect acknowledges that its agents, employees and representatives must behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with School Board policies and subject to the discretion of the site administrator or Owner. It will be considered a breach of this Agreement for any agent, employee, or representative of the Architect to behave in a manner which is inconsistent with good conduct or decorum, or to behave in any manner which will disrupt the education program or constitute any level of threat to safety, health, and well-being of any student or employee of the Owner. The Architect agrees to immediately remove any agent, employee, or representative if directed to do so by the building administrator or designee.

10.5 Compliance with Federal Grant Requirements. If made applicable by the use of Federal grant funds in the Project or any other requirement as set out below, the Architect and its subconsultants, separate consultants, and subcontractors shall comply with the following enactments, rules, regulations and orders:

- (a) Executive Order 11246 of September 24, 1965, entitle "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees.)
- (b) Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented in Department of Labor regulations (29 CFR part 3).
- (c) Davis-Bacon Act (40 U.S.C. 3141 et seq.), as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation.)
- (d) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers.)
- (e) All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7606), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.)
- (f) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)

10.6 Confidential Student Information.

10.6.1. The School Board shall provide an electronic file to the Architect with the following confidential student information: all student addresses and the number of students at each address. For the purposes of performing the Scope of Service only, Architect is hereby designated a school official for the purposes of receiving limited confidential student information and the Architect shall remain under the direct control of the School Board with respect to the use and maintenance of the confidential student information.

10.6.2. Architect acknowledges and agrees that it will not disclose the confidential student information to any other person or entity, and will only use the confidential student information for the Scope of Service and for no other purposes. Upon the completion of the Project, Architect shall return to the School Board all original and any copies of the confidential student information, and shall not retain any confidential student information.

10.6.3. Architect will be receiving student information that is otherwise confidential, Architect shall fully comply with the requirements § 1002.22 and § 1002.221, Florida Statutes, and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Architect for itself and its officers, employees, agents, representatives, contractors and subcontractors, shall fully indemnify and hold the School Board and its officers, employees harmless for any violation of this provision, including, but not limited to defending the School Board and its officers and employees against complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School Board, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the School Board arising out of the breach of this provision by the Architect, or its officers, employees, agents, representatives, contractors, and subcontractors, to the extent that the Architect shall either intentionally or negligently violate this provision, or § 1002.22 or § 1002.221, Florida Statutes. This provision shall survive the termination of or completion of all obligations under this Agreement and shall be fully binding upon the Architect until such time as any proceeding which may be brought on account of this provision is barred by any applicable statute of limitations.

ARTICLE 11: MISCELLANEOUS PROVISIONS

11.1 Defining Terms. Unless otherwise defined herein, the terms used in this Agreement shall have their ordinary and customary meanings as used in the industry.

11.2 Gender. Unless the context clearly indicates to the contrary, words singular or plural in number shall be deemed to include the other, and pronouns having a neuter, masculine, or feminine gender shall be deemed to include the others.

11.3 Singular and Plural. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural, the term "including" is not limiting, and the terms "hereof," "hereunder," and similar terms in the Contract Documents refer to the Contract Documents as a whole and not to any particular provision thereof, unless explicitly stated otherwise.

11.4 Computation of Time. All references to any number of days shall mean calendar days unless the term "business days" is specifically included with the reference.

11.5 Captions. The captions used for the Sections in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or the intent of this Agreement or any Article or Section hereof.

11.6 Entire Agreement. This Agreement and the Contract Documents incorporated herein by reference constitute the entire Agreement between the parties with respect to the matters covered by this Agreement. All prior negotiations, representations, and agreements not incorporated in this Agreement are canceled. This Agreement can be modified or amended only by a written document duly-executed by the parties or their duly-appointed representatives.

11.7 Right to Enter Into this Agreement. Each party warrants and represents, with respect to itself, that neither the execution of this Agreement nor the performance of its obligations under this Agreement, shall violate any legal requirement, result in or constitute a breach or default under any indenture, contract, or other commitment or restriction to which it is a party or by which it is bound. Each party also warrants and represents, with respect to itself, that the execution of this Agreement and the performance of its obligations under this Agreement shall not require any consent, vote, or approval which has not been obtained, or at the appropriate time shall not have been given or obtained. Each party agrees that it has or will continue to have throughout the term of this Agreement the full right and authority to enter into this Agreement and to perform its obligations under this Agreement. Upon written request, each party agrees to supply the other parties with evidence of its full right and authority.

11.8 Binding Effect. Each and all of the covenants, terms, provisions, and agreements contained in this Agreement shall be binding upon and inure to the benefit of the parties and their respective assigns, successors, subsidiaries, affiliates, holding companies and legal representatives, as allowed in this Agreement.

11.9 No Construction Against Drafter. Each of the parties has been represented by legal counsel who have had ample opportunity to, and have, participated in the drafting of this Agreement. Therefore, this Agreement shall not be construed more favorably or unfavorably against any party.

11.10 Further Assurances. The parties agree to execute any and all further instruments and documents, and take all such action as may be reasonably required by any party to effectuate the terms and provisions of this Agreement and the transactions contemplated in this Agreement.

11.11 Severability. In the event any of the provisions of this Agreement are determined by a court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision shall materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.

11.12 Waiver. No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by another in the performance of any obligations shall be deemed or construed to be consent or waiver to or of any other breach or default by that party. Except as otherwise provided in this Agreement, failure on the part of any party to complain of any act or failure to act by another party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of the rights of that party.

11.13 Cumulative Remedies. All rights, powers, remedies, benefits, and privileges available under any provision of this Agreement to any party is in addition to and cumulative of any and all rights, powers, remedies, benefits, and privileges available to such party under all other provisions of this Agreement, at law or in equity.

11.14 No Partnership or Joint Venture. It is understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the Owner and Architect or any other party, or cause either party to be responsible in any way for the debts and obligations of the other party.

11.15 Third-Party Beneficiaries. This Agreement has been made and entered into for the sole protection and benefit of the Owner and Architect, and their respective successors, and no other person or entity shall have any right or action under this Agreement against either the Owner or Architect.

11.16 No Assignment. This Agreement is for the personal services of the Architect and it may not be assigned by the Architect in any manner, whether by operation of law, or by any conveyance, including without limitation, transfer of stock in the Architect firm, without the prior written consent of the Owner. The Owner may withhold its written consent in its sole discretion.

11.17 Owner Transfer of Interest. If the Owner conveys its interest in the Project to a third party, any rights which the Owner may have against the Architect arising from or in connection with this Agreement shall automatically transfer to such third party without the necessity of a written document or consent from the Architect.

11.18 Dispute Resolution. Prior to initiating any litigation related to this Agreement, the parties agree to submit the dispute to nonbinding mediation by a mediator who is certified in Florida in an effort to resolve disputes in an expedient manner. Each party shall bear their own attorneys' fees and the costs incurred by such mediation.

11.19 Governing Law and Venue. This Agreement shall be governed by and construed under the laws of the State of Florida. Except for a suit in Federal court, Indian River County, Florida, shall be the proper place of venue for all suits to enforce this Agreement. Any legal proceedings arising out of or in connection with this Agreement shall be brought in the Circuit Courts of Indian River County, Florida, or, if appropriate, the United States District Court for the Southern District of Florida, Ft. Pierce Division. Notwithstanding any other provision of the Contract Documents, the Owner does not agree to, nor shall the parties, arbitrate in any matter whatsoever any issue arising out of this Agreement, the Contract Documents or the performance thereof. The Owner does not agree to pay attorneys' fees to the prevailing party in connection with any dispute arising out of this Agreement or the Contract Documents.

11.20 Waiver of Jury Trial. The parties expressly waive the right to a jury trial for any claims or disputes arising out of, and in connection with, this Agreement and the performance of services in accordance with the Contract Documents.

11.21 No Waiver of Sovereign Immunity. Nothing in this Agreement is intended to serve, nor should be construed, as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

11.22 Limitation of Liability. The Owner shall be liable, if at all, only to the extent of its interest in the Project, and no officer, director, partner, agent or employee of the Owner shall ever be

personally or individually liable with respect to this Agreement or the performance of services under this Agreement. Any subcontract entered into by Architect shall include the foregoing limitation of liability, which shall be effective in the event the Owner ever succeeds to the Architect's rights and obligations under a subcontract.

11.23 Non-Discrimination. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, sexual orientation, or national or ethnic origin.

11.24 Approvals. Whenever any review or approval is required by any party, such party agrees that such review or approval shall be promptly and expeditiously prosecuted to conclusion.

11.25 Force Majeure. With regard to performance under this Agreement, a party shall not be deemed to be in default of this Agreement, or have failed to comply with any term or conditions of this Agreement, if, for reasons beyond the parties reasonable control, including, without limitation acts of God, natural disaster, labor unrest, war, declared or undeclared, the existence of injunctions or requirements for obtaining licenses, easements, permits or other compliance with applicable laws, rules and regulations, such performance is not reasonably possible within such time periods. In the event that any such reasons or conditions occur making performance not reasonably possible within the time periods set forth in this Agreement, then the time for such performance shall be extended until removal of such reasons beyond the parties reasonable control, provided that the party commences such performance as soon as reasonably possible thereafter and diligently pursues such performance.

11.26 Evaluations. Architect will be evaluated by the Owner's Project Representative during the Agreement Term at intervals established by the Owner's Project Representative and at the end of the Project. The evaluation results may be considered in measuring Architect's past performance and may be included in the review process for future solicitations for architectural services. A copy of the evaluation(s) will be provided to Architect upon request.

11.27 Notices. All notices shall be in writing, and all payments shall be by check, and may be served by (a) depositing the same in the United States mail addressed to the party to be notified, postpaid, and registered or certified with return receipt requested, (b) transmitting by facsimile to the numbers set forth below for each party, or (c) delivering the same in person to such party by (i) personal delivery or (ii) overnight courier. Notice deposited in the mail shall be deemed to have been given on the third day next following the date postmarked on the envelope containing such notice, or when actually received, whichever is earlier. Notice given in any manner shall be effective only if and when received by the party to be notified. All notices to be given to the parties shall be sent to or delivered at the addresses or facsimile numbers set forth below:

Owner: Director of Facilities, Planning and Construction
The School District of Indian River County, Florida
1990 25th Street Vero Beach, FL 32960
Telephone: 772-564-5017
Fax:

Architect: Mr. Rene Tercilla, AIA, REFP, Senior Vice President
Harvard Jolly Architecture
2047 Vista Parkway
Suite 100
West Palm Beach, FL 33411
Telephone: 561-478-4102

By giving the other party at least 15 days written notice, each party shall have the right to change its address and specify as its new address any other address in the United States of America.

ARTICLE 12: PUBLIC RECORDS ACT/CHAPTER 119 REQUIREMENTS

12.1 Florida Public Records Requirement. The parties recognize information relating to this Agreement is subject to public disclosure under the Florida Public Records Act. Further, Architect acknowledges its legal obligation to comply with section 119.0701, Florida Statutes.

12.1.1 Architect and its subconsultants and subcontractors shall keep and maintain public records, as the phrase is defined in the Florida Public Records Act, that would be required to be kept and maintained by the School Board in order to perform the Scope of Services.

12.1.2 Architect and its subconsultants and subcontractors shall provide access to the public records on the same terms and conditions that the School Board would provide the records and at a cost that does not exceed the cost allowed by law.

12.1.3 Architect and its subconsultants and subcontractors shall not disclose public records that are exempt, or confidential and exempt, from public records disclosure unless specifically authorized by law.

12.1.4 Architects and its subconsultants and subcontractors shall comply with all requirements for retaining public records and shall transfer, at no cost to the School Board, all public records in the possession of Architects and its subconsultants and subcontractors upon termination of this Agreement.

12.1.5. Architects and its subconsultants and subcontractors shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements.

12.1.6. All public records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board.

12.1.7. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with this public records requirement shall result in immediate termination of the Agreement, without penalty to the School board. Further, Architect shall fully indemnify and hold harmless of the School Board, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from Architect's failure to comply with these requirements.

This paragraph shall survive termination of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Signature

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their undersigned representatives, pursuant to the authority of their governing bodies, as of the day and year first above written.

**OWNER:
THE SCHOOL BOARD OF:
INDIAN RIVER COUNTY, FLORIDA**

**ARCHITECT:
HARVARD JOLLY ARCHITECTURE**

By: _____
Carol Johnson, Chairman

By: [Signature]

Print Name: RENE FERCIWA

Date Approved: _____

Title: SENIOR VICE PRESIDENT

Date: 10.21.14

ATTEST (WITNESS):

ATTEST (WITNESS):

By: _____
Frances J. Adams, Ed.D.
Superintendent

By: [Signature]

Print Name: SUSAN MALUSKEY

Print Title: Admin. Assistant

Documents shall include a conceptual site plan, if appropriate, and preliminary building plans, sections and elevations. At the Architect's option, the Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

1.8 Should the project be remodeling, additions and/or renovations to existing facilities, the Architect shall have the Responsibility to investigate the site and improvements thereon to determine the as-built condition of the existing facility prior to commencing design and the Architect shall ensure that its design will comport with the existing as-built facilities so as to ensure the compatibility of the new design herein with the existing facility. This provision shall also apply to all design professionals and sub consultants on this project. Field measuring by the Architect and his sub-consultants during the Schematic Design and Design Development phases shall be billed hourly per Exhibit D.

1.9 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.0 DESIGN DEVELOPMENT PHASE II

2.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program and schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings, outline specifications, and other documents to fix and describe the size and character of the Project as to Architectural, Structural, Mechanical and Electrical and Civil Disciplines and such other elements as are required by the Owner's Educational Specifications and/or by SREF.

2.2 The Architect shall coordinate its work with other agencies or utilities including, but not limited to, water, sewer, power, gas, telephone, drainage, fire and traffic.

2.3 The Architect shall submit completed Design Development documents for review and approval to the Owner and to other appropriate agencies according to applicable federal, state and local laws, codes, rules, regulations and/or ordinances.

2.4 The Architect shall advise the Owner of any adjustments to the opinion of probable Construction Cost.

3.0 CONSTRUCTION DOCUMENTS PHASE III

3.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for construction of the Project quality levels of materials and systems required for the Project

3.2 The Architect shall assist the Owner in the preparation of the necessary documents for bidding the project and executing an Agreement between the Owner and Contractor.

3.3 The Architect shall advise the Owner of any adjustments to previous probable - opinions of Construction Cost indicated by changes in requirements, general market conditions or other determining factors.

3.4 The Architect, on the Owner's behalf, shall be responsible for preparing and filing those documents required to obtain approval from the Department of Education and all other governmental and regulatory authorities having jurisdiction over the Project.

3.5 The Owner, in consultation with the Architect, shall determine the duration of the Construction Contract.

3.6 The Architect shall prepare and submit completed Construction Documents for review and approval to the Owner. After such approval, the Architect shall submit approved documents to the State Department of Education, according to SREF, and other required agencies and regulatory authorities having jurisdiction over the Project, according to applicable laws, codes, rules, regulations and ordinances.

4.0 BIDDING OR NEGOTIATION PHASE IV

4.1 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of probable Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and make recommendations to the Owner in connection with the evaluation and award of bids or proposals. The Architect shall, after investigation of the bidders, recommend for award of the Construction Contract, only such bidder as the Architect believes to be the lowest, responsible, responsive, and most qualified bidder on the project. If no bidders meet these requirements, the Architect shall recommend rejection of all bids.

5.0 CONSTRUCTION ADMINISTRATION PHASE V

5.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the issuance to the Owner of the "Final Certificate for Payment" and issuance of the "Certificate of Final Inspection", as detailed in Exhibit G.

5.2 The Architect shall provide administration of the Contract for Construction as set forth herein and in the "Owner-Contractor Agreement" and "General, Supplementary and Special Conditions" of the Contract for Construction.

5.3 The duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner.

5.4 The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

5.5 The Architect and its sub consultants shall visit the site at intervals appropriate to the stage of construction to become familiar and to keep the Owner informed about the progress and quality of the portion of the Work completed, and to determine if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. The Architect and its sub consultants shall be required to make such on-site inspections to check the quality and quantity of the Work for certification of payment requests and to guard the Owner against defects and deficiencies in the Work. On the basis of such on-site inspections and observations, the Architect shall keep the Owner informed of the progress and quality of the Work. More extensive site representation may be agreed to as an Additional Service.

5.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, subcontractors, or their agents or employees, or of

any other persons performing portions of the Work.

5.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

5.8 Owner and Contractor shall endeavor to communicate through the Architect. Communications by and with the Architect's Consultants shall be through the Architect.

5.9 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. The Architect shall be responsible for the Architect's employees, agents and officers as well as the Architect's uninsured subconsultants' negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

5.10 Based on the Architect's and its Consultants' observations, inspections and evaluations of the Contractor's "Applications for Payment", the Architect shall review and certify the amounts due the Contractor.

5.11 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's and its subconsultants' observations and inspections at the site as provided in Subparagraph 5.5 of this Exhibit, and on the data comprising the Contractor's "Application for Payment," that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect at the time of the certification for payment. The issuance of a "Certificate for Payment" shall further constitute a representation that the Contractor is entitled to payment in the amount certified.

5.12 The Architect shall have authority to recommend to the Owner to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will advise the owner to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed.

5.13 The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as shop drawings, product data and samples. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work, and in any event, shall be performed within the time period required in the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents. In no event shall the Architect's action exceed 20 days in length.

5.14 The Architect shall prepare Proposal Requests (PR) and Construction Change Directives (CCD), with supporting documentation and data, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

5.15 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion; and shall receive and forward to the Owner for the Owner's approval and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final "Certificate for Payment" upon compliance with the requirements of the Contract Documents and all other requirements of the Department of Education's Office of Educational Facilities here and after referred to as "OEF."

5.16 The Architect shall assist the Owner in analyzing matters concerning performance of the Contractor under the requirements of the Contract Documents.

5.17 The Architect shall provide clarifications and interpretations, requested by the Contractor, which shall be consistent with the intent of and reasonably inferable from the Contract Documents, and shall be in writing or in the form of drawings.

5.18 The Architect's recommendations on matters relating to aesthetic effect shall be submitted to the Owner for disposition.

5.19 The Architect shall accompany the Owner's representative to inspect the Project, at a date not less than 30 days prior to the date of expiration of the Contractor's one-year guarantee warranty period, and shall prepare a list of deficiencies which the Contractor shall correct under the conditions of the warranty and guarantees.

5.20 The Architect shall, at the completion of the Project, submit to Owner, a "Certificate of Final Inspection", which shall constitute a representation by the Architect that the Project is fully complete, that all punch list items have been corrected and all documents or drawings required of the Contractor have been reviewed and approved. The Architect shall furnish such other certificates as may be required by laws and regulations.

5.21 Changes and modifications to the Project Work recorded by the Contractor on marked-up prints, drawings and other data shall be kept current by the Contractor and shall be reviewed by the Architect every two (2) weeks during the Construction Phase. Certification of this review shall be provided with each request for payment to the owner.

5.22 The Architect shall be responsible for all errors, defects, inconsistencies, conflicts or omissions in the Design, drawings, specifications, and other construction contract documents. It shall be the responsibility of the Architect throughout the period of performance under this Agreement and in providing services under this Agreement, the Architect will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Architect will correct, at no additional cost to the Owner, any and all errors and omissions in the Design, drawings, specifications, and other documents prepared by the Architect or its subconsultants. In the event additional construction costs are incurred by the Owner as a result of an error or omission in the Design, drawings, plans, specifications, or other documents produced by the Architect, or its subconsultants, then in such event, the Architect shall pay the portion of such construction cost incurred above what said costs would have been if there had not been any such error or omission. The Architect further agrees, at no additional cost, to render assistance to the Owner in resolving problems relating to the design or any specified materials. It is also agreed that the Architect will be responsible for the premium cost of labor and materials required to correct any errors, inconsistencies, conflicts, or omissions in the drawings, specifications, and other documents prepared by the Architect or its subconsultants. This premium cost is to be conclusively determined by the Owner.

THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA

AGREEMENT FOR ARCHITECTURAL SERVICES

EXHIBIT B

PROJECT CONSTRUCTION BUDGET

<u>COST CATEGORY</u>	<u>BUDGET</u>
CSI Divisions 1-17.....\$	3,000,000.00

THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA

AGREEMENT FOR ARCHITECTURAL SERVICES

EXHIBIT D

SCHEDULE OF PROGRESS PAYMENTS

1. Architectural Basic Service	\$ 225,000.00
2. Civil Engineering.....	\$ 49,020.00
3. Contingency 8% (Includes \$16,000 for Food Serv Consultant)..	\$ 22,000.00
4. Reimbursables.....	\$ 7,500.00
<u>Total Contact Amount (Including Reimbursables)</u>	<u>\$ 303,520.00</u>

HOURLY RATES

Consultant shall list their employee's job titles/responsibilities & associated hourly rates.

<u>Title/Responsibility</u>	<u>Hourly Rate</u>
Principal-In-Charge	\$155.00/hr
Project Manager	\$155.00/hr
Associate Architect	\$110.00/hr
CADD Draftsman	\$ 75.00/hr
Administrative	\$ 65.00/hr

THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA

AGREEMENT FOR ARCHITECTURAL SERVICES

EXHIBIT E

ARCHITECT REIMBURSABLE EXPENSE GUIDELINES

Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees. The reimbursable dollar amount is a not to exceed lump sum dollar allowance of **\$ 7,500.00** to cover printing costs, permitting, construction investigations, other costs associated with administering the project, and for any additional Owner requested design modifications not covered in the Scope of Services.

TRAVEL

All expenses related to travel, including without limitation train, mileage, air, etc., shall be subject to all laws, policies, and guidelines for the State of Florida and the Owner in connection with eligibility for reimbursement and limitations for dollar amount for such reimbursement. For the purpose of this Agreement the ARCHITECT, including, without limitation, its consultants, agents, employees or representatives shall be deemed to be limited to the same extent as a school board employee, by the affirmations, laws, regulations, and rules that govern eligibility for travel reimbursement and amount of reimbursement.

THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA
AGREEMENT FOR ARCHITECTURAL SERVICES

EXHIBIT F
KEY EMPLOYEES

Identify team members responsible for this Project and their areas of responsibility.

<u>Member</u>	<u>Title/Responsibility</u>
Rene Tercilla	Principal-In-Charge
Lance Courtemanche	Project Manager
Chris Crawford	Associate Architect

THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA

AGREEMENT FOR ARCHITECTURAL SERVICES

EXHIBIT G

ADMINISTRATION OF THE CONTRACT

1 ARCHITECT

1.1 The ARCHITECT is the person lawfully licensed to practice ARCHITECTURE or an entity lawfully practicing ARCHITECTURE identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "ARCHITECT" means the ARCHITECT or the ARCHITECT'S authorized representative.

1.2 In case of termination of employment of the ARCHITECT, the Owner shall appoint an ARCHITECT against whom the Construction Manager makes no reasonable objection and whose status under the Contract Documents shall be that of the former ARCHITECT.

2 ARCHITECT ADMINISTRATION OF THE CONTRACT

2.1 The ARCHITECT will provide administration of the Construction Management Agreement (the "Contract"), which is incorporated by reference, as described in the Contract Documents, and will be the Owner's representative from the date of award of the Construction Management Agreement through the date of issuance to Owner of the Final Certificate for Payment, and during any corrective Work, if authorized by Owner. The ARCHITECT will advise and consult with the Owner. The ARCHITECT will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless otherwise modified by written instrument in accordance with other provisions of the Contract.

2.2 All terms not otherwise defined in this Agreement shall be as defined in the Agreement between the Owner and Construction Manager with respect to the construction of this Project.

2.3 The ARCHITECT will visit the site at bi-weekly intervals appropriate to the stage of construction, unless otherwise agreed to in writing by Owner and Architect, to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with all of the requirements of the Contract Documents. The ARCHITECT will promptly submit to Owner a detailed written report subsequent to each such on-site visit and will within two (2) working days notify Owner, in writing, of any observation of any person or entity failing to perform the Work in accordance with the Contract Documents. However, the ARCHITECT will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an ARCHITECT, the ARCHITECT will exercise the utmost care and diligence in discovering any defects or deficiencies in the Work of the Construction Manager, its subcontractors, and any of their agents or employees, or

any other person performing any of the Work in the construction of the Project, and will keep the Owner informed of progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work by promptly reporting to Owner any defects or deficiencies in the Work.

2.3.1 As part of Basic Services, the Architect shall attend all meetings of the Owner's staff and School Board Meetings as required by Owner if Owner determines such attendance is in fulfillment of this document or Architect's responsibilities hereunder, and shall keep the minutes of the meetings and distribute them to the Owner and Construction Manager in a timely manner.

2.4 The ARCHITECT will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Construction Manager's responsibility. The ARCHITECT will not be responsible for the Construction Manager's schedules or failure to carry out the Work in accordance with the Contract Documents. The ARCHITECT will not have control over or charge of and will not be responsible for acts or omissions of the Construction Manager, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.5 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the Owner and Construction Manager shall communicate through the ARCHITECT. Communications by and with the ARCHITECT'S consultants shall be through the ARCHITECT. Communications by and with Subcontractors and material suppliers shall be through the Construction Manager. Communications by and with separate contractors shall be through the Owner.

2.6 Based on the ARCHITECT'S observations and evaluations of the Construction Manager's Applications for Payment, the ARCHITECT will review and certify the amounts due the Construction Manager and will issue Certificates for Payment in such amounts. The ARCHITECT'S certification for payment shall constitute a representation to Owner, based on the ARCHITECT'S on-site observations (as provided in paragraph 2.2 of this Exhibit) and on the data comprising the Construction Manager's Application for Payment, that the Work has progressed to the point indicated and that, to the best of ARCHITECT'S knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents.

2.7 The ARCHITECT will have authority to reject Work that does not conform to the Contract Documents. Whenever the ARCHITECT considers it necessary or advisable for implementation of the intent of the Contract Documents, the ARCHITECT will have authority to require additional inspection or testing of the Work, whether or not such Work is fabricated, installed or completed. However, neither this authority of the ARCHITECT nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the ARCHITECT to the Construction Manager, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

2.8 The ARCHITECT will review and approve or take other appropriate action upon the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the purpose of determining whether or not the Work, when completed, will be

in compliance with the requirements of the Contract Documents. The ARCHITECT'S action will be taken within two (2) business days so as to cause no delay in the Work or in the activities of the Owner, Construction Manager or separate contractors, while allowing sufficient time in the ARCHITECT'S professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Construction Manager as required by the Contract Documents. The ARCHITECT'S review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the ARCHITECT, of any construction means, methods, techniques, sequences or procedures. The ARCHITECT'S approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.9 The ARCHITECT will prepare Proposal Requests, Change Orders and Construction Change Directives, and may authorize minor changes in the Work, which do not involve an adjustment in the Contract Sum or an extension of the Contract Time and are not inconsistent with the intent and requirements of the Contract Documents.

2.10 The Architect will review and respond to any Request for Information ("RFIs") initiated by the Construction Manager by issuing Architect's Supplemental Instructions ("ASI") to specify or provide additional instructions, information and interpretations related to a set of Plans and/or Specifications developed by the Architect, consistent with the intent of the Contract Documents.

2.11 The ARCHITECT will conduct observations, determine the date or dates of Substantial Completion and the date of Final Completion, and will issue a Certification of Substantial Completion and the Certificate of Final Inspection. The ARCHITECT will receive and forward to the Owner for the Owner's review and records written warranties, guarantees, and related documents required by the Contract and assembled by the Construction Manager, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

2.12 Upon receipt of the Construction Manager's Completion List, the Architect, after inspection of the Work, may add additional items to the list which the Construction Manager shall promptly correct to successfully reach Substantial Completion of the Work. Not more than 30 calendar days after reaching Substantial Completion, the Owner and Architect together will develop the "Substantial Completion Punch List," which shall establish a single list of items required to render complete, satisfactory, and acceptable the Work to be performed by Construction Manager under the Construction Management Agreement and in accordance with the Contract Documents.

2.13 When the Owner's Project Representative and Architect determine that the Work or designated portion thereof as defined in the Contract Documents is substantially complete, the Architect shall issue a Certification of Substantial Completion which establishes: the date of substantial completion; the "Substantial Completion Punch List"; the date by which the Construction Manager shall complete all items on the Substantial Completion Punch List, and such other items as the Architect and Owner's Project Representative deem appropriate. The Certificate of Substantial Completion shall be executed by the Architect, Construction Manager and Owner.

2.14 If the Owner and ARCHITECT agree, the ARCHITECT will provide one or more project representatives to assist in carrying out the ARCHITECT'S responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents. If no such exhibit has been so incorporated, the duties, responsibilities and limitations of authority of such Project Representative shall be as set forth in the edition of AIA Document B352 current as of date of the Agreement.

2.15 The ARCHITECT will interpret and provide recommendations to Owner concerning performance under and requirements of the Contract Documents on written request of either the Owner or Construction Manager. The ARCHITECT'S response to such requests will be made within two (2) business days unless otherwise agreed upon by Owner and Architect.

2.16 Interpretations and decisions of the ARCHITECT will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the ARCHITECT will endeavor to secure faithful performance by both Owner and Construction Manager, will not show partiality to either, and will not be liable for results of interpretations or decisions so rendered in good faith, in the absence of negligence.

2.17 The ARCHITECT'S decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in or reasonably inferable from the Contract Documents.

3 CLAIMS AND DISPUTES

3.1 Definition. A Claim is a demand by either the Owner or Construction Manager seeking an adjustment or interpretation of Contract terms, payment of money, extension of time or any other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Construction Manager arising out of or relating to the Contract Documents. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

3.2 Claims arising prior to final payment or the earlier termination of the Contract shall be referred initially to the ARCHITECT for action as provided in Paragraph 4.

3.3 Time Limits on Claims. Claims by either party must be made within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. Any change or addition to a previously made Claim shall be made by written notice in accordance with this subparagraph 3.3.

3.4 Continuing Contract Performance. Pending final resolution of a Claim including litigation, unless otherwise agreed in writing, the Construction Manager shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

3.5 Waiver of Claims: Final Payment. The making of final payment does not constitute a waiver of Claims by the Owner.

3.6 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The ARCHITECT will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Construction Manager's cost of, or time required for, performance of any part of the Work, will recommend to Owner an equitable adjustment in the Contract Sum or Contract Time, or both. If the ARCHITECT determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the ARCHITECT shall so notify the Owner and Construction Manager in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the ARCHITECT has given notice of the decision. If the Owner and Construction Manager cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the ARCHITECT for initial determination, subject to further proceedings pursuant to Paragraph 4.

3.7 Claims for Additional Cost. If the Construction Manager wishes to make Claim for an increase in the GMP, written notice shall be provided to the Owner's Project Representative before proceeding to execute the Work. Prior notice is not required for Claims involving an immediate emergency endangering health, safety, life, welfare or property. If the Construction Manager believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the ARCHITECT, (2) an order by the Owner to stop the Work where the Construction Manager was not at fault, (3) a written order for a minor change in the Work issued by the ARCHITECT, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with the procedure established herein.

3.8 Claims for Additional Time

3.8.1 If the Construction Manager wishes to make Claim for an increase in the Contract Time, written notice shall be provided to the Owner's Project Representative. The Construction Manager shall have the burden of demonstrating the effect of the claimed delay on the Contract Time, and shall furnish the ARCHITECT with such supporting documents as the ARCHITECT may reasonably require. In the case of a continuing delay, only one Claim is necessary.

3.8.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled Work.

3.9 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be provided to the other party immediately, and in no event later than 21 days after the injury or damage occurred. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in Subparagraphs 3.7 or 3.8 above.

4 REVIEW OF CLAIMS BY ARCHITECT

4.1 The ARCHITECT shall review Claims and may (1) defer any action with respect to all or any part of a Claim and request additional information from either party; (2) decline to render a decision for any reason which ARCHITECT deems appropriate; or (3) render a decision on all or a part of the Claim within ten (10) days from the date of the Claim. The ARCHITECT shall notify the parties in writing of its disposition of such Claim. If the ARCHITECT renders a decision or declines to render a decision, either party may proceed in accordance with Paragraph 5.

4.2 If a Claim has been resolved, the ARCHITECT will prepare or obtain appropriate documentation.

4.3 If a Claim has not been resolved, the party making the Claim shall, within ten 10days after the Architect's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by the ARCHITECT, (2) modify the initial Claim or (3) notify the ARCHITECT that the initial Claim stands.

4.4 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the ARCHITECT, the ARCHITECT will notify the parties in writing that the Architect's decision will be made within seven days, which decision shall be final and binding on the parties but subject to litigation. Upon expiration of such time, the ARCHITECT will render to the parties the ARCHITECT's written decision relative to the Claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Construction Manager's default, the ARCHITECT may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

5 LITIGATION

5.1 Either party may pursue any Claim against the other in any court within the State of Florida having jurisdiction, pursuant to applicable governing law and venue provisions in the Contract Documents, provided the party has first complied with the provisions of Paragraph 3 and 4 with respect to such Claim. The word "litigation" shall be deemed to replace the word "arbitration" wherever the latter word appears in the Contract Documents.

5.2 The dispute resolution process shall be as described in section 218.76(2), Florida Statutes.

5.3 Waiver of Chapter 558 Procedures. To the fullest extent allowed by law, the parties mutually agree to waive the provisions of Chapter 558, Florida Statutes. The School Board of Indian River County is a governmental entity and the parties agree that it is in their mutual interests to waive the procedural requirements contained in Chapter 558.

THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA

AGREEMENT FOR ARCHITECTURAL SERVICES

EXHIBIT H

TRUTH IN NEGOTIATION CERTIFICATE

The wage rates and other factual unit costs supporting the compensation under the Agreement between the School Board of Indian River County, Florida and Harvard Jolly, Inc. dated October 21, 2014 are accurate, complete and current as of the time of entering into the Agreement. This Certificate is executed in Compliance with Section 287.055 (5) (a) of the Florida Statutes.

DATED this 21st day of October 2014.


By: 

STATE OF FLORIDA
COUNTY OF Palm Beach

BEFORE ME, the undersigned authority, personally appeared Rene Tercilla, Sr. VP [name of affiant and title] of Harvard Jolly, Inc. [name of Consultant] who, after first being duly sworn, deposes and says that the foregoing Truth-In-Negotiation Certificate is true and correct to the best of his/her knowledge, information and belief.

SWORN TO AND SUBSCRIBED before me this 21st day of October,

2014, by Rene Tercilla (type/print name of affront).

Notary Public (printed name) Susan Malusky 



Personally known to me ; or has produced identification

Type of identification produced: _____

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: SCHOOL DISTRICT OF INDIAN RIVER COU PROJECT: SDIRC Fellsmere ES
 1827 14th Street
 Vero Beach, FL 32960

APPLICATION NO.: 22 Distribution to: OWNER ARCHITECT CONTRACTOR
 PERIOD TO : 25-OCT-14
 PROJECT NOS.: IN10-0168X
 INVOICE NO. 12465.XX20
 CONTRACT DATE : 24-MAY-13

FROM CONTRACTOR: James B. Pirtle Const. Co., Inc. DBA Pirtle Cc ARCHITECT:
 5700 Griffin Road
 Suite 200
 Davie, FL

CONTRACT FOR: FELLSMERE ELEMENTARY SCHOOL (Control Job)



CONTRACTOR'S APPLICATION FOR PAYMENT

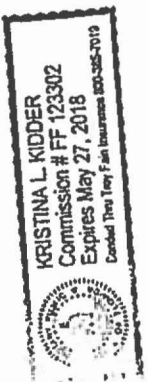
Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

1. ORIGINAL CONTRACT SUM \$ 8,801,540.00
2. Net change by change orders \$ -2,604,174.52
3. CONTRACT SUM TO DATE (Line 1 +/- 2) \$ 6,197,365.48
4. TOTAL COMPLETED & STORED TO DATE \$ 6,197,365.48
 (Column G on G703)
5. RETAINAGE:
 Total retainage Column I of G703) \$ 0.00
6. TOTAL EARNED LESS RETAINAGE \$ 6,197,365.48
 (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
 (Line 6 from prior Certificate) \$ 6,079,130.40
8. CURRENT PAYMENT DUE \$ 118,235.08
9. BALANCE TO FINISH, INCLUDING RETAINAGE .
 (Line 3 less Line 6) \$ 0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor - James B. Pirtle Const. Co., Inc. DBA Pirtle Construction Co.

By:  Date: 10/17/2014
 State of: Florida
 County of: Palm Beach
 Subscribed and sworn to before me this 17 day of October, 2014
 Notary Public: 
 My Commission expires: 5/31/2018



CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change Order approved in previous months by Owner	1,850.48	-233,275.64
APPROVED THIS MONTH		
Number	Date Approved	
005B	16-OCT-2014	
006	17-OCT-2014	2,373,182.52
CURRENT TOTAL	433.16	2,373,182.52
Net Change by Change Orders		-2,604,174.52

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to the payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$
 (Attach explanation if amount certified differs from the amount applied for. Initial figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

This Page Intentionally Left Blank

Independent Accountant's Report
On Applying Agreed-Upon Procedures

Vero Beach Elementary School Replacement

The School Board of Indian River County, Florida
Vero Beach, Florida

We have performed the procedures enumerated below, which were agreed to by The School District of Indian River County, Florida ("SDIRC"), solely to assist you in determining the final contract value to Proctor Construction Company (the "Construction Manager"), based upon the total costs of construction for Vero Beach Elementary School Replacement, (the "Project"). This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of the party specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The procedures applied and the related findings are as follows:

1. We obtained copies of the contract documents between SDIRC and the Construction Manager and read the documents noting items of significance.
2. We inquired of the contracting parties to determine if there were any disputed provisions relative to the Project, or if there were any other unresolved disputes, including disputes between the Construction Manager and their subcontractors. There were none noted.
3. We reviewed the construction costs, as documented by the Construction Manager, for compliance with the contract documents, including the following:
 - vouched subcontract costs in excess of \$50,000. For qualifying subcontract costs, we compared the adjusted contract amount to the amount in the Construction Manager's job cost and the total of the Construction Manager's payments to the subcontractor. For each subcontractor selected, we reviewed the supporting documentation for the change orders to that subcontractor.
 - relative to the Construction Manager's reimbursable payroll, we selected a sample of ten items in the Construction Manager's job cost and traced those items to time sheets and pay rate authorizations.
 - for other items that exceeded \$50,000, we vouched charges to vendor invoices or other supporting documentation. We examined supporting documentation for bond, subguard, and general liability, if applicable, regardless of the amount.
 - we selected all ten of the remaining disbursements between the amounts of \$15,000 and \$49,900 from the job cost report, which had not been previously tested, and reviewed supporting documentation to ensure that the item was properly substantiated and verified that it was a cost of the project.

- reviewed Construction Manager’s labor burden charges for appropriateness of items included in the burden percentages, as well as conformity to the contract documents. The contract documents included an agreed upon labor burden percentage of 50%. We compared the labor burden charges in the job cost to the agreed upon percentage, resulting in an adjustment (see Exhibit A).
- reviewed the job costs and inquired of the Construction Manager regarding expenditures to entities related to the Construction Manager. There were none noted.
- reviewed supporting documentation and allocations for a sample of internal charges from the Construction Manager for reasonableness.
- the Construction Manager did not utilize a subguard program.
- reviewed the Construction Manager fees and the general conditions against the provisions of the contract.
- recalculated the guaranteed maximum price and the actual costs plus fee, based upon the Construction Manager’s records.

The results are shown in Exhibit A – Project Costs.

4. We reviewed the costing of change orders between SDIRC and the Construction Manager for conformity to the contract documents.
5. We reviewed the contingency usage for proper approval. All contingency usages appeared to be properly approved.
6. We compared the general liability insurance requirements per the contract documents to the certificate of insurance obtained from the Construction Manager. The insurance acquired for the Project appeared to meet the general liability insurance requirements. However, in certain instances the Construction Manager’s coverage limits were well in excess of the contractually required limits. The required coverage limits and the coverage limits provided by the Construction Manager are as follows:

<u>Type of coverage</u>	<u>Required coverage limits</u>	<u>Coverage limits provided</u>
General liability	\$1,000,000	\$1,000,000
Automotive liability	\$1,000,000	\$1,000,000
Excess/Umbrella liability	\$1,000,000	\$5,000,000 (2011) \$10,000,000 (2012) \$15,000,000 (2013)

7. Using a sample size that covered at least 50% of the total subcontract value, we selected seven subcontractors and reviewed the bid tabulation worksheets. We verified that the lowest bidder was selected in each case.
8. We selected a random sample of five applications for payment from the Construction Manager, as submitted to SDIRC, and reviewed them for the following items:
 - for reimbursable general requirement expenses requested to be reimbursed, we examined the supporting documentation and ensured that such costs were reimbursable under the terms of the contract document and properly supported by invoices or similar documentation. We did note several pay applications contained charges for office supplies. Upon examining the invoices, it was noted the charges were for office supplies not permitted under the contract documents, section 8.1.2(2)(g). Please see Exhibit A for the total of this adjustment.

- we reviewed the prior and subsequent pay applications and agreed the amount “total earned less retainage” on the prior pay application with the “previous certificates for payment” on the pay application submitted, and agreed the “total earned less retainage” on the submitted pay application to the “previous certificates for payment” on the subsequent application for payment. No exceptions were noted.
 - verified the math on the pay applications submitted and agreed the “total completed and stored to date” with the attached schedule of values.
9. We obtained from SDIRC a schedule of contract pay applications, as well as the front sheet of each of the pay applications throughout the Project, and compared the payments made to the Construction Manager over the life of the Project with the amounts reported as “current payment due” on the pay applications. No exceptions were noted.
10. Regarding the completion of the Project, we performed the following:
- we inquired and reviewed supporting documentation to determine that the Project was completed on time. CRI noted there was no required date of substantial completion or final completion established in the contract documents provided to us for purposes of assessing and calculating liquidated damages.
 - we examined the Certificate of Substantial Completion and the Certificate of Occupancy (or similar documents), signed by the Architect, to verify that the Project was completed in accordance with the contract documents.

We have included additional comments for your consideration as Exhibit B to this report.

We were not engaged to, and did not, conduct an audit, the objective of which would be the expression of an opinion on the specified elements, accounts, or items. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of The School District of Indian River County, Florida and is not intended to be and should not be used by anyone other than the specified party.

Carrie Riggs & DeNorman LLC

Orlando, Florida
September 15, 2014

**The School District of Indian River County, Florida
Vero Beach Elementary School Replacement**

Exhibit A - Project Costs

Calculation of the construction cost plus fee:	
Construction Manager job costs	\$ 11,531,526
Less: Construction phase fee costs included in the job costs	(938,428)
Adjustment to labor burden	(11,786)
Non-reimbursable office supplies included in job costs	(3,349)
Costs reimbursed by design engineer	(7,966)
Non-reimbursable insurance charges	(336)
	<u>10,569,661</u>
Calculation of lump sum overhead and profit fee:	
Original lump sum overhead and profit fee	774,686
Adjustment to overhead and profit prior to chiller road work	(23,241)
Additional overhead and profit through contingency (chiller road work)	25,000
	<u>776,445</u>
Calculation of lump sum construction phase fee:	
Original lump sum construction phase fee	913,283
Additional construction phase fee through contingency (chiller road work)	10,173
	<u>923,456</u>
Construction cost plus fee	<u>\$ 12,269,562</u>
Calculation of guaranteed maximum price per the Construction Manager:	
Original guaranteed maximum price	\$ 18,790,657
Adjustments from change orders	(6,513,208)
Adjusted guaranteed maximum price per the Construction Manager	<u>\$ 12,277,449</u>
Amount the construction cost plus fee is below the adjusted guaranteed maximum price per the Construction Manager	<u>\$ 7,887</u>

**The School District of Indian River County, Florida
Vero Beach Elementary School Replacement**

Exhibit B – Schedule of Findings and Recommendations

Subcontractor markup for overhead and profit

Comment:

The Agreement between the School District of Indian River County, Florida (“SDIRC”) and Proctor Construction Company (“Construction Manager”) contains the following provision governing the markup for overhead and profit permitted to subcontractors on change order work:

“In the event of a change in the work, the subcontractor’s claims for adjustment in the Contract Sum are limited exclusively to its actual costs for such changes plus no more than 15% for Overhead and Profit and bond costs.”

Recommendation:

We would recommend the wording be modified in a manner similar to the below:

“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 markup 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 markup of 5% on the actual cost passed through from the sub-subcontractor. The total cumulative markup on all changes in the work shall not exceed 15%.”

The above wording will cap the percentage of overhead and profit contained in subcontractor change orders. We would recommend the below wording to cover the items to be captured under the 10% for overhead and profit:

“Indirect Cost of Work to be included in subcontractor’s 10% overhead and profit: fee, administrative costs, home office costs, supervisory costs, scheduling, estimating, reproduction, postage, small tools, equipment damage and repair, safety, training, warranty, warehouse costs, testing, travel expenses, truck allowances, insurance costs, jobsite office cost, cellphones, radios, and any other items not customarily regarded as direct costs of work.”

Labor burden

Comment:

The labor burden on this Project was fixed via the Agreement at a rate of 1.50 (50% burden rate).

**The School District of Indian River County, Florida
Vero Beach Elementary School Replacement**

Exhibit B – Schedule of Findings and Recommendations – continued:

Recommendation:

We recommend the labor burden, if it is to be fixed at the time of the original Agreement, be analyzed in the following manner. First, the Construction Manager should provide a detailed, line-by-line breakdown of the components of the proposed labor burden. Secondly, these line items should be evaluated individually to determine both the components SDIRC would deem allowable and the reasonableness of the percentage being allocated to the line item. While the components can vary, CRI believes fixed labor burden percentages should fall inside the range of 28% to 37% depending on the Construction Manager's underlying costs (subject to verification). CRI has extensive experience in evaluation of labor burden and its components and would be available for consultation on future contract negotiations involving a fixed labor burden.

Truth-In-Negotiation Certificate

Recommendation:

It is recommended an exhibit containing a truth-in-negotiation certificate, to be signed by the Construction Manager, be included in the original Agreement. An example of such a certificate is below:

In compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, CONSTRUCTION MANAGER, hereby certifies that wage rates and other factual unit costs supporting the compensation for construction management services of CONSTRUCTION MANAGER to be provided under this Agreement, concerning at Risk for PROJECT NAME, Property Identification No. XXXX, are accurate, complete, and current at the time of contracting. The original price and any additions thereto shall be adjusted to exclude any sums by which the Owner determines the Agreement amount was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

CONSTRUCTION MANAGER Signature

Alternatively, the following sentence can be added to the contract language, if a truth-in-negotiation certificate is included in the original Agreement, and in lieu of the last sentence in the example above;

"At the time this Agreement is executed, the Construction Manager shall sign and deliver to the Owner the Truth-in-Negotiation Certificate attached hereto and made a part hereof as Exhibit "X". The Construction Manager's compensation shall be adjusted to exclude any sums by which the Owner determines that compensation was increased due to inaccurate, incomplete, or non-current wage rates or other factual unit costs."

As always, we recommend that all changes involving contract provisions and wording be reviewed by a construction attorney prior to being included in an executed contract.

**The School District of Indian River County, Florida
Vero Beach Elementary School Replacement**

Exhibit B – Schedule of Findings and Recommendations – continued:

Insurance coverages

Comment:

It was noted during our review of the insurance charges to the Project; the Construction Manager's policies include "employment practices liability insurance" and "pollution liability policy (mold) 2 years coverage". These policies are not listed in section 13.2 of the original Agreement.

Recommendation:

SDIRC should consider reviewing the contract provisions regarding insurance coverage and limits to ensure that all coverages expected of the Construction Manager are detailed in the documents. Also, a contract provision should be considered stating that any insurance coverages or limit amounts purchased by the Construction Manager that are not required by the contract documents will not be reimbursed.

The below comment was made in previous reports, but has been updated to reflect the differing circumstances for this Project:

Subcontractor change order and invoice documentation:

Comment:

During review of the subcontract costing documents for change orders, a large number of changes were noted for which the only support was a lump sum total for the cost of the change. The total net value of these changes was approximately \$200,000 with approximately \$282,000 of additive lump sum changes and \$82,000 of deductive lump sum changes. As a result, a subsequent reviewer of these costs would not be able to determine compliance with the Agreement in the area of markup for overhead and profit, or to assess other costs for reasonableness, for example, labor wages per hour, labor burden, etc.

Additionally, it was noted there was approximately \$100,000 of work performed outside of the subcontracts and processed by invoice. Nearly all of the documentation for these invoices was lump sum and did not contain sufficient backup for a reviewer to determine compliance with the contract documents in the area of markup for overhead and profit, or to assess other costs for reasonableness.

Recommendation:

We suggest the contract contain language specifying the pricing documents expected in a subcontractor request for change order. CRI has included an example of what this wording might include:

"The cost of all changes in the work shall be substantiated by complete itemized statements showing quantities and unit prices for material, labor (including all applicable fringe benefits), equipment, markup for overhead and profit, and other items of cost. Costs of labor (including all applicable fringe benefits) and materials shall be actual costs to the subcontractor."

This Page Intentionally Left Blank