



Hernando School District

School Board Regular Meeting

Agenda - Final

Tuesday, August 13, 2024

6:00 PM

District Office-Board Room
919 N. Broad Street
Brooksville, FL

CALL TO ORDER

REFLECTION

by Mark Johnson, Board Member

PLEDGE OF ALLEGIANCE

ADOPTION OF AGENDA

1. [25-2497](#) Approval to adopt the agenda dated 8/13/2024.

ELECTED OFFICIALS

PROCLAMATIONS/RESOLUTIONS

2. [25-2487](#) Approval of Resolution No. R25-005 of the Hernando County School Board to Participate in the Small School District Council Consortium

Attachments: [SSDCC 2024-25 Participation Resolution](#)
[SSDCC Budget Sheet](#)

APPROVAL OF THE MINUTES

3. [25-2498](#) Approval of the Minutes from the Workshop, First Public Budget Hearing and Regular School Board Meeting of 7/30/2024.

Attachments: [07-30-24 Workshop Minutes DRAFT with links](#)
[07-30-24 First Public Hearing Minutes DRAFT with links](#)
[07-30-24 Regular Meeting Minutes DRAFT with links](#)

CITIZEN INPUT ON AGENDA ITEMS (GREEN FORMS)

4. [25-2499](#) Citizen Input on agenda items (Green Form)

Attachments: [Citizen Input Speaker Green Form 031424 ACC](#)

ADOPTION OF CONSENT AGENDA (#5-14)

Personnel Recommendations

- 5. [25-2492](#) Approval of the Personnel Recommendations

Attachments: [24-25 BOARD AGENDA AUGUST 13 2024](#)
[2025 Inst. Supplements & Differentiated Pay for 8-13-24](#)
[2025 Noninst., PTS & Adm. Supplements for 8-13-24](#)

All Other Teaching & Learning Agenda Items

- 6. [25-2481](#) Approval of the 2024-2025 NEFEC Professional Learning Catalog

Attachments: [NEFEC PLC Revisions for 2024 2025](#)
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

Job Descriptions

- 7. [25-2486](#) Approve the Job Descriptions of the Child Development Associate (CDA) Lead for VPK, and Child Development Associate (CDA) Teacher Assistant

Attachments: [Job Description CDA Lead Strikethrough](#)
[Job Description CDA Lead Clean Copy](#)
[Job Description CDA Teacher Assistant Strikethrough](#)
[Job Description CDA Teacher Assistant Clean Copy](#)
[Non-Instructional Salary Schedule Strikethrough](#)
[Non-Instructional Salary Schedule Clean Copy](#)
[Budget Sheet](#)

All Other Support Operations Agenda Items

- 8. [25-2471](#) Approve the agreement to vend meals to For Each 1 Reach 1 and PACE Girls Center for the 2024-2025 school year.

Attachments: [Signed PACE 24-25 SY](#)
[Signed EIR1 24-25 SY](#)
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC \(16\)](#)

All Other Purchase Order/Bid Agenda Items

- 9. [25-2477](#) Approve renewing bid no.23-968-02 RN, Electrical Repairs and Services, to multiple vendors for electrical repairs and services and authorize the purchase for an estimated annual spending of \$200,000.00.

Attachments: [23-968-02 RN Electric Repairs \(08-13-24\)](#)
[Electrical Repairs Budget Sheet](#)

10. [25-2480](#) Award Bid #2024-DSPMS-002, Roof and Soffit Replacement for DS Parrott Middle School, to Ryman Roofing, Inc., and approve the contract and the purchase of construction goods and services for \$2,323,400.00 using Half-Cent funds.

Attachments: [25-2480 Advertisement for Bids.pdf](#)
[25-2480 Public Bid Sign-In Sheet.pdf](#)
[25-2480 Public Bid Tab Typed.pdf](#)
[25-2480 Letter of Recommendation DSPMS.pdf](#)
[25-2480 Ryman Notice of Intent to Award Signed.pdf](#)
[25-2480 A101-2017 Agreement Signed.pdf](#)
[25-2480 General Conditions Signed.pdf](#)
[25-2480 A101-2017 Exhibit A Signed.pdf](#)
[25-2480 EXHIBIT B Enumeration of Drawings.pdf](#)
[25-2480 EXHIBIT C HCSB Contractor's Insurance & Bond Reqmts \(11-09-20\).pdf](#)
[25-2480 Exhibit D HCSB Standard Addendum Signed.pdf](#)
[25-2480 Exhibit E HCSB Conflict of Interest Signed.pdf](#)
[25-2480 Budget Sheet DS Parrott Roof and Soffit Replacemntt.pdf](#)

11. [25-2483](#) Approve the Piggyback of Charlotte County Public Schools, ITB #2425-637AJ: Catalog Discount Bid, Awarded to Multiple Vendors and Authorize Purchases for an Estimated Annual Spending of \$55,000.00

Attachments: [25 785 11 PB Catalog Discount 08 13 24](#)
[Budget Sheet Charlotte PB](#)

12. [25-2484](#) Approve the Amendment to the Piggyback of OMNIA Partners, Region 4 Educational Service Center, RFP #23-03, Contract #R230305: Educational School Supplies, Instructional Solutions and Related Products, Awarded to Multiple Vendors and Approve Purchases for an Estimated Annual Spending of \$75,000.00

Attachments: [24 785 36 PB AMEND Educational School Supplies 08 13 24](#)
[Budget Sheet Omnia Partners](#)

13. [25-2485](#) Approve the Renewal of the Piggyback of Choice Partners, Harris County Department of Education, RFP #22/038SG: Educational Materials and Related Items, Awarded to Multiple Vendors and Authorize Purchase Orders in an Estimated Amount of \$75,000.00

Attachments: [24 785 18 PB RN Educational Material and Related Items](#)
[Budget Sheet Choice Partners PB](#)

14. [25-2490](#) Award Bid No. 25-060/929-05, Buses, District Wide Vehicles and Equipment: Specialized Repairs, Parts and Accessories, to multiple vendors and authorize purchases of goods and services on an as needed basis for an estimated annual amount of \$837,000.00

Attachments: [25-060-929-05 Buses and District Vehicles Repairs Tabulation Sheet \(08-13-24\)](#)
[Budget Sheet for Bus Repair Parts and Accesories Purchase 2024 #1](#)
[Budget Sheet for Bus Repair Parts and Accesories Purchase 2024 #2](#)
[Budget Sheet Maintenance Mechanics #3](#)

ITEMS REMOVED FROM CONSENT AGENDA FOR ACTION

ADDENDUM ITEMS

CITIZEN INPUT ON GENERAL TOPICS (PINK FORMS)

15. [25-2500](#) Citizen Input on Hernando County School issues on which the School Board customarily takes action (Pink Form - non-agenda items)

Attachments: [Citizen Input Speaker Pink Form 031424 ACC](#)

INFORMATIONAL AGENDA ITEMS

GENERAL COUNSEL

SCHOOL BOARD COMMENTS

ADJOURNMENT

The next School Board Meetings are scheduled for August 27, 2024:
2:00 PM - Workshop
6:00 PM - Regular Meeting

Mission Statement

The Hernando County School District Collaborates with students, parents and other community stakeholders to effectively prepare all students for a successful transition into a diverse and changing world.



Hernando School District

School Board Regular Meeting

Agenda Item # 1. 25-2497

8/13/2024

Title and Board Action Requested

Approval to adopt the agenda dated 8/13/2024.

Executive Summary

The Superintendent of Schools, hereby requests the Board adopt the agenda dated 8/13/2024.

My Contact

Ray Pinder
Superintendent of Schools

2023-28 Strategic Focus Area

Other

Financial Impact

No Financial Impact

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.



Hernando School District

School Board Regular Meeting

Agenda Item # 2. 25-2487

8/13/2024

Title and Board Action Requested

Approval of Resolution No. R25-005 of the Hernando County School Board to Participate in the Small School District Council Consortium

Executive Summary

The Director of Communications, on behalf of the Superintendent of Schools, hereby requests the Board approve Resolution Number R25-005 of the Hernando County School Board to participate in the Small School District Council Consortium (SSDCC).

My Contact

Karen Jordan
Director of Communications
352-797-7009 ext. 129

2023-28 Strategic Focus Area

Priority 4: Community Connection

Financial Impact

See attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

Resolution No. R25-005
Affirming Participation in the
Small School District Council Consortium

WHEREAS, the Hernando County School Board believes there is a need to have educational information, interpretation, and consultation on issues relating to small and rural communities that is not independently available, and

WHEREAS, the cost of providing such services independently for the School Board would make the cost prohibitive, and

WHEREAS, the needed services are provided through the Small School District Council Consortium, and

WHEREAS, the Hernando County School District has participated in the consortium in previous years by official action of the Board and payment of the annual fee,

***NOW THEREFORE BE IT RESOLVED** that the Hernando County School Board authorizes the participation in the Small School District Council Consortium for fiscal year 24-25 and as such agrees to pay \$3,250.00 to the designated Fiscal Agent upon invoice for participation fees.*

***BE IT FURTHER RESOLVED** that this resolution shall authorize the Hernando County School District participation in the SSDCC in future years contingent upon the approval of the SSDCC Annual Invoice for Participation Fees as part of a regularly scheduled School Board meeting.*

***BE IT FURTHER RESOLVED** that the SSDCC Fiscal Agent shall be the contracting agent for the employment and payment of consulting services and associated program costs.*

Adopted by the Hernando County School Board in Regular Session at Brooksville, Florida on the 13th day of August, 2024.

Linda Prescott
Board Chair

Ray Pinder
Superintendent

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name		Dues and Fees - Communications Operating Budget								
Account Number	1100	6200	7300	9153	40100	Sub Project				
	Fund	Function	Object	Cost Center	Project					
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
\$ 5,600.00		\$		\$ 5,600.00		\$ 3,250.00		\$ 2,350.00		

Account Name										
Account Number						Sub Project				
	Fund	Function	Object	Cost Center	Project					
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
\$		\$		\$		\$		\$		

B. Item Currently Not Budgeted -**

Funding Source						
Account Name						
Account Number						Sub Project
	Fund	Function	Object	Cost Center	Project	
Amount \$						

Funding Source						
Account Name						
Account Number						Sub Project
	Fund	Function	Object	Cost Center	Project	
Amount \$						

C. History

Check one:
Prior Year Budget:
New for Current Year:

Prior Year Approved Budget: \$ 3,250.00
 Prior Year Actual Spent: \$

** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT**



Hernando School District

School Board Regular Meeting

Agenda Item # 3. 25-2498

8/13/2024

Title and Board Action Requested

Approval of the Minutes from the Workshop, First Public Budget Hearing and Regular School Board Meeting of 7/30/2024.

Executive Summary

The Superintendent of Schools, hereby requests the Board approve the minutes.

My Contact

Kelly A. Pogue
Secretary to the School Board and General Counsel
Pogue_k@hcsb.k12.fl.us

2023-28 Strategic Focus Area

Other

Financial Impact

No Financial Impact



Hernando School District

School Board Workshop

Minutes - Draft

Tuesday, July 30, 2024

2:00 PM

District Office-Board Room
919 N. Broad Street
Brooksville, FL

CALL TO ORDER

Present: Vice Chair Susan Duval
Board Member Gus Guadagnino
Board Member Mark Johnson
Board Chair Shannon Rodriguez

Remote: Board Chair Linda Prescott

The Workshop was called to order at 2:02 P.M. Vice Chair, Duval presided over the meeting, Also present were David Delaney, School Board Attorney, and Ray Pinder, Superintendent. Chair Prescott participated telephonically.

INFORMAL BOARD DISCUSSION

Topics of Discussion:

1. Johnson - parent/student issue with magnet school
2. Guadagnino - statement made by Mark Johnson in an email from a parent in regard to advanced programs
3. Rodriguez - procedure on students leaving with parents after field trips
4. Rodriguez - intensive reading class size
5. Rodriguez - social media postings by teachers on the assassination attempt
6. Prescott - happy with our teachers and school grades

PRESENTATIONS

1. [25-2408](#) Review of Robert's Rules of Order presented by David Delaney, School Board Attorney.

Attachments: [Budget Sheet Sept 2021 Revised WITH Financial Impact 07-30-24 Handout by Delaney 25-2408](#)

Presented by David Delaney, School Board Attorney.

2. [25-2434](#) Review the Job Descriptions of the Child Development Associate (CDA) Lead for VPK, and Child Development Associate (CDA) Teacher Assistant

Attachments: [Job Description CDA Lead Strikethrough](#)
[Job Description CDA Lead Clean Copy](#)
[Job Description CDA Teacher Assistant Strikethrough](#)
[Job Description CDA Teacher Assistant Clean Copy](#)
[Non-Instructional Salary Schedule Strikethrough](#)
[Non-Instructional Salary Schedule Clean Copy](#)
[Budget Sheet](#)

Presented by Kelly Downey, Supervisor of Literacy, Intervention and Elementary Academic Programs.

3. [25-2455](#) Review and tentative approval of Hernando County's Exceptional Student Education Policies and Procedures (P&Ps) for 2023-2024 through 2025-2026

Attachments: [Outline of Changes for 2023-2024 through 2025-2026 P&P's.excel](#)
[GSW_2020-2021 Policies and Procedures_Hernando-Strikeout](#)
[GSW_2023-2024 Policies and Procedures_Hernando-Hilighted](#)
[Signature Page 2024-2025](#)
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

Presented by Anna Jensen, Director of ESE.

Board Member Rodriguez asked if they can eliminate seclusion verbiage if our district does not utilize it. She also mentioned she does not like restraining students, however, if it is used, she would like parents notified immediately and not at the end of the day. It was stated that administration is very good at informing parents and the 'one day' is in policy because it is in statute. Vice Chair Duval stated that the policy does not need to be changed, as they can add verbiage to the Student Code of Conduct, which is coming up on tonight's agenda. Mrs. Rodriguez stated that she has been hearing from some families with students who have IEP's and need help at the Boys and Girls Club and the YMCA open at our schools.

4. [25-2416](#) Presentation of Hernando County Utilities Department's Perpetual Utility Easement, by Brian Ragan, Director of Facilities & Construction.

Attachments: [24-2416 HCUD Easement Presentation.pdf](#)
[24-2416 Perpetual Utility Easement Final 060424.pdf](#)
[24-2416 Budget Sheet.pdf](#)

Presented by Jim Lipsey, School Planner, and Brian Ragan, Director of Facilities and Construction came forward to present this item. Julia Mandell, Land Use Attorney from Gray Robinson participated virtually.

Board members had concerns over this contract and requested more information on this development. Mr. Johnson stated he is not comfortable making a decision on this without receiving more information. Mrs. Rodriguez would like the developer to speak to them on this topic. Ms. Duval suggested facilities be in contact with the developer to set up a meeting. Mr. Ford Manual from Coastal Engineering came forward to present additional information to the board.

GENERAL COUNSEL

ADDENDUM ITEMS

GOOD OF THE ORDER/BOARD DISCUSSION

School Board Comments

Mr. Johnson stated that he would like to bring back a cash component to schools. He also would like to try to pilot a program allowing pastors or religious people to act as counselors in our schools. Mr. Delaney explained this was a chaplain program which is a voluntary program that needs parental opt-in. Neola is working on policy updates. Many are working on how to be able to do this. Ms. Duval stated that she is opposed to this program. Mr. Delaney stated that this legislation was brought forward by legislators because of the lack of guidance counselors nationally. Mrs. Rodriguez stated that she does not want this program to take the place of the guidance counselors. She stated she is in favor of the chaplain program, but would want them to be there for the role of a chaplain, not a counselor. Mr. Pinder asked for consensus. The consensus is to bring more information to the Board. Mrs. Prescott stated that she has reached out to other districts and they are not participating for a variety of reasons. At this time, she is not in favor of the program unless they receive more information and guidelines. She feels that if a parent wants to reach out to clergy members, they can do that outside of the school, but she is in favor of more information being presented to them. Mr. Guadagnino asked if teachers can be trained to be counselors. Mr. Pinder explained the grow-our-own guidance counselor program that offers current employees who have bachelor degrees, similar to the associate teacher programs, where we would pay for them to become certified school counselors. Mr. Guadagnino expressed his concerns with the chaplain program. Mrs. Rodriguez read the requirements from the legislation. She stated she is in favor. Mr. Pinder stated that he is not recommending replacing guidance counselors and will keep the same allocations.

ADJOURNMENT

The workshop adjourned at 4:16 P.M.

Superintendent

Board Chair

Mission Statement

The Hernando County School District Collaborates with students, parents and other community stakeholders to effectively prepare all students for a successful transition into a diverse and changing world.



Hernando School District

First Public Budget Hearing

Minutes - Draft

Tuesday, July 30, 2024

5:01 PM

District Office-Board Room

REVISED 2 - 07/29/24

CALL TO ORDER

Present Vice Chair Susan Duval
Board Member Gus Guadagnino
Board Member Mark Johnson
Board Member Shannon Rodriguez

Remote Board Chair Linda Prescott

The budget hearing was called to order at 5:01 P.M. Also present were David Delaney, School Board Attorney, and Ray Pinder, Superintendent. Mrs. Prescott participated telephonically.

ADOPTION OF THE AGENDA

1. [25-2478](#) Approval to adopt the agenda dated 7/30/2024.

RESULT: ADOPTED

MOVER: Mark Johnson

SECONDER: Shannon Rodriguez

AYES: Board Chair Prescott, Vice Chair Duval, Board Member Guadagnino,
Board Member Johnson, and Board Member Rodriguez

PRESENTATIONS

Presented by Joyce McIntyre, CFO; Dionne Brinson, Coordinator of Finance; Angelina LaMantia, Financial Analyst; and Brittany Hunt, Budget Analyst.

2. [25-2428](#) Overview of the Fiscal Year 2024-2025 Proposed Tentative Millage Rates - First Public Hearing

Attachments: [1st Public Hearing Proposed Millage Rates July 30, 2024 Budget Sheet - No Financial Impact](#)

- *3. [25-2429](#) Continuation of Fiscal Year 2024-2025 Proposed Tentative Budget - First Public Hearing

Attachments: [JMM 2024-2025 Proposed Tentative Budget Presentation](#)

CITIZEN INPUT

4. [25-2479](#) Citizen Input on agenda items (Green Form)

Attachments: [Citizen Input Speaker Green Form 031424 ACC](#)

No one came forward to speak.

ADOPTION OF THE TENTATIVE MILLAGE FOR 2024-25

- 5. [25-2430](#) Adoption of Tentative Millage Rates for the Fiscal Year 2024-2025

Attachments: [Resolution R25-001](#)
[Budget Sheet - No Financial Impact](#)

RESULT: ADOPTED

MOVER: Mark Johnson

SECONDER: Gus Guadagnino

AYES: Board Chair Prescott, Vice Chair Duval, Board Member Guadagnino, Board Member Johnson, and Board Member Rodriguez

ADOPTION OF THE TENTATIVE BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2025

- 6. [25-2431](#) Adoption of the Tentative Budget for Fiscal Year 2024-2025 Resolution R25-002

Attachments: [Resolution R25-002](#)
[Budget Sheet - No Financial Impact](#)

RESULT: ADOPTED

MOVER: Gus Guadagnino

SECONDER: Mark Johnson

AYES: Board Chair Prescott, Vice Chair Duval, Board Member Guadagnino, Board Member Johnson, and Board Member Rodriguez

ESTABLISH DATE, TIME AND PLACE OF FINAL PUBLIC HEARING

- 7. [25-2432](#) Establishment of the Second Public Hearing on the 2024-2025 Millage Rates & Budget

Attachments: [Budget Sheet - No Financial Impact](#)

RESULT: ADOPTED

MOVER: Mark Johnson

SECONDER: Shannon Rodriguez

AYES: Board Chair Prescott, Vice Chair Duval, Board Member Guadagnino, Board Member Johnson, and Board Member Rodriguez

AUTHORIZATION TO SUBMIT CERTIFICATION OF SCHOOL TAXABLE VALUE

- 8. [25-2433](#) Authorization to Submit Certification of School Taxable Value to the Hernando County Property Appraiser

Attachments: [DR420S_2024](#)
[Budget Sheet - No Financial Impact](#)

RESULT: ADOPTED

MOVER: Gus Guadagnino

SECONDER: Mark Johnson

AYES: Board Chair Prescott, Vice Chair Duval, Board Member Guadagnino,
Board Member Johnson, and Board Member Rodriguez

SCHOOL BOARD COMMENTS

Board members thanked staff for the work done.

ADJOURNMENT

The hearing adjourned at 5:30 P.M.

Superintendent

Board Chair

Mission Statement

The Hernando County School District Collaborates with students, parents and other community stakeholders to effectively prepare all students for a successful transition into a diverse and changing world.



Hernando School District

School Board Regular Meeting

Minutes - Draft

Tuesday, July 30, 2024

6:00 PM

District Office-Board Room
919 N. Broad Street
Brooksville, FL

CALL TO ORDER

Present: Vice Chair Susan Duval
Board Member Gus Guadagnino
Board Member Mark Johnson
Board Member Shannon Rodriguez

Remote: Board Chair Linda Prescott

The meeting was called to order at 6:00 P.M. Also present were David Delaney, School Board Attorney, and Ray Pinder, Superintendent. Mrs. Prescott participated telephonically.

REFLECTION

by Gus Guadagnino, Board Member

PLEDGE OF ALLEGIANCE

ADOPTION OF AGENDA

1. [25-2464](#) Approval to adopt the agenda dated 7/30/2024.

RESULT: ADOPTED AS AMENDED

MOVER: Mark Johnson

SECONDER: Gus Guadagnino

AYES: Prescott, Duval, Guadagnino, Johnson, Rodriguez

Board Member Rodriguez stated that earlier at the 5:00 budget meeting, she hit the wrong button on adopting the millage (#5. 25-2430). To correct that publicly, she stated that with the understanding that we are not increasing the millage rate, her vote is 'yes'.

Ms. Duval stated that she finds good cause to allow the revisions to the agenda item #5. 2435 - Public hearing and final approval of the Student Code of Conduct for the 2024-2025 School Year. This item received tentative approval at the June 25th Workshop.

ELECTED OFFICIALS

No one came forward to speak on this item.

PRESENTATIONS

Gina Michalicka, Assistant Superintendent of Teaching and Learning came forward to recognize Jaime Suarez as the 2025 Teacher of the Year for the state of Florida.

2. [25-2417](#) Presentation of School Safety Guardians

Attachments: [Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

Brandon DeRespiris, Director of Safe Schools came forward to present this item.

APPROVAL OF THE MINUTES

3. [25-2465](#) Approval of the Minutes from the Workshop, Employee Discipline Appeal Hearing, and Regular School Board Meeting of 6/25/2024.

Attachments: [06-25-24 Workshop Minutes DRAFT with links](#)
[06-25-24 Employee Appeal Minutes DRAFT with links](#)
[06-25-24 Meeting Minutes DRAFT with links](#)

RESULT: **ADOPTED**

MOVER: Mark Johnson

SECONDER: Gus Guadagnino

AYES: Prescott, Duval, Guadagnino, Johnson, Rodriguez

PUBLIC HEARING ITEMS

4. [25-2397](#) Public Hearing and Final Approval of the 2024-2025 Staff Handbook that received tentative approval at the Board Workshop on June 11, 2024.

Attachments: [Summary of Changes to Staff Handbook 2024-25](#)
[Master Strike 2024-25_Staff_Handbook](#)
[Master Clean 2024-25_Staff_Handbook](#)
[Budget Sheet NO Financial Impact](#)

RESULT: **ADOPTED**

MOVER: Gus Guadagnino

SECONDER: Shannon Rodriguez

AYES: Prescott, Duval, Guadagnino, Johnson

NAYS: Rodriguez

Mr. Delaney, School Board Attorney read the instructions for this item. Diane Liptak was called to speak.

5. [25-2435](#) Public hearing and final approval of the Student Code of Conduct for the 2024-2025 School Year. This item received tentative approval at the June 25th Workshop.

Attachments: [Outline of Revisions of the 24.25 SCOC](#)
[2024.25 SCC DRAFT](#)
[2024.25 SCC FINAL Copy](#)
[Budget Sheet](#)
[07-30-24 Handout by Duval 25-2435](#)

RESULT: ADOPTED AS AMENDED

MOVER: Gus Guadagnino

SECONDER: Shannon Rodriguez

AYES: Prescott, Duval, Guadagnino, Johnson, Rodriguez

Ms. Duval handed out changes made from the discussion at the workshop regarding student restraints and notifications to parents.

6. [25-2445](#) Public Hearing and Final Approval of the 2024-2025 Student Progression Plan and School Procedures Handbook that Received Tentative Approval at the June 25, 2024 Workshop

Attachments: [Discussion Items 2024 2025](#)
[2024 2025 SPP Strikethrough](#)
[2024 2025 SPP Clean Copy](#)
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC - Copy](#)

RESULT: ADOPTED

MOVER: Mark Johnson

SECONDER: Shannon Rodriguez

AYES: Prescott, Duval, Guadagnino, Johnson, Rodriguez

CITIZEN INPUT ON AGENDA ITEMS (GREEN FORMS)

7. [25-2466](#) Citizen Input on agenda items (Green Form)

Attachments: [Citizen Input Speaker Green Form 031424 ACC](#)

No one came forward to speak on this item.

ADOPTION OF CONSENT AGENDA

The following agenda items were pulled from the consent agenda for discussion:

8. 25-2462: *Approval of the Personnel Recommendations*

11. 25-2436: *Approve the Hernando County school District Mental Health Plan for the 2024-2025 School Year*

13. 25-2444: *Approve the 2024-2025 Comprehensive Evidence-Based Reading Plan (CERP)*

16. 25-2396: *Approve the attached job descriptions for Executive Office Manager and Executive Office Manager to the School Board and General Counsel*
22. 25-2407: *Approve the piggyback of Citrus County School Board Bid No. 2025-01-ITB: Plumbing Services, for plumbing repairs and services awarded to Don's Plumbing of Citrus Co., Inc. and authorize the purchase of services for an estimated annual spending of \$75,000.00*
24. 25-2426: *Award RFQ #2024-WWK8/WWHS-001, Construction Manager Services for 30 Classroom Building for Winding Water K8 and Weeki Wachee High School, to JE Dunn Construction Company, for construction goods and services and authorize the purchase of pre-construction services in the amount of \$185,000.00 using impact fees*
28. 25-2446: *Approve the Purchase of Goods and/or Services from Curriculum Associates and Authorize the Issuance of Purchase Orders Not to Exceed the Amount of \$1,409,930.00*
29. 25-2447: *Approve the software annual renewal fee of \$101,431.20 for Titan School Solutions. The software was originally purchase in 2019 through the piggybacking of The Interlocal Purchasing System (TIPS) Bid #18503 Software*
34. 24-2468: *Approve the Purchase and Implementation for the Hand2Mind Program and Authorize the Issuance of Purchase Orders in an Estimated Amount of \$174,809.35*

RESULT: APPROVED THE CONSENT AGENDA

MOVER: Gus Guadagnino

SECONDER: Mark Johnson

AYES: Prescott, Duval, Guadagnino, Johnson, Rodriguez

Personnel Recommendations

All Other Teaching & Learning Agenda Items

9. [25-2386](#) Approve the Memorandum of Understanding (MOU) E3 Family Solutions, Inc. for U.S. Department of Health & Human Services, Family and Youth Services Bureau (FYSB) Sexual Risk Avoidance Education Grant Program (SRAE)
- Attachments:** [MOU E3 Family Solutions](#)
[Standard Addendum to Agreements](#)
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC 1](#)
10. [25-2427](#) Approve the Agreement Between Hernando County School Board and the Early Learning Coalition for Voluntary Pre-Kindergarten (VPK) Program Services
- Attachments:** [2024 25 Florida VPK Contract](#)
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC - Copy](#)

-
12. [25-2438](#) Approve field trip for NJROTC Cadets to Lake Wales, FL, for Basic Leadership Training on August 5 - August 9, 2024.

Attachments: [Budget Sheet August 2024 - WITH Financial](#)

All Other Business Services Agenda Items

14. [25-2449](#) Approve the Deletion of Surplus Property from District Inventory Records.

Attachments: [BUS AUCTION 202425](#)
[Budget Sheet](#)

Job Descriptions

15. [25-2364](#) Approve the job description for Transportation of Small Vehicle Operator and updated requirements and performance responsibilities for Sub Bus Operator and Bus Operator.

Attachments: [Sub Bus Operator -Mark Up 3 5.24.19](#)
[Sub Bus Operator - Clean 5.29](#)
[Bus Operator - Markup 7.24](#)
[Bus Operator - Clean 7.24](#)
[Transportation Small Vehicle Operator - Markup 7.24](#)
[Transportation Small Vehicle Operator - Clean 7.24](#)
[23-24 Non Instructional Salary Schedule -markup](#)
[23-24 Non Instructional Salary Schedule -Clean 7.24](#)
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

All Other Support Operations Agenda Items

17. [25-2448](#) Deductive Change Order 001 to the contract/agreement with The AD Morgan Corporation for the construction of the Central High School ROTC Air Rifle Range is provided for the Board's information. No board action is required.

Attachments: [24-2448 Change Order.pdf](#)
[24-2448 Budget Sheet.pdf](#)

All Other Purchase Order/Bid Agenda Items

18. [25-2379](#) Approve the renewal of Bid #23-990-94 RN, Fire Alarm Services, to ADT Commercial, LLC and Alarm & Communication Systems, Inc., for Fire Alarm Services, and authorize the purchase for an estimated annual amount of \$200,000.00.

Attachments: [24-2379 Bid Tab-Fire Alarm Services 23-990-04 RN.pdf](#)
[24-2379 Budget Sheet-Fire Alarm Services renewal.pdf](#)

19. [25-2392](#) Approve the extension of the Florida Department of Management Services, Facilities Maintenance, Repair and Operation (MRO) and Industrial Supplies, No. 31160000-20-NASPO-ACS, awarded to multiple vendors for Facilities and Maintenance miscellaneous supplies and authorize the purchase of goods for an estimated annual amount of \$150,000.00.

Attachments: [21-545-30 PB EXT MRO \(07-30-24\)](#)
[MRO Budget Sheet 2](#)

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20. [25-2400](#) Approve the piggyback of the School District of Manatee County, RFP #25-0011-KD, Bleacher Repair Services, awarded to Lyle Bleachers, Inc., and authorize the purchase of services for an estimated annual spending of \$75,000.00.
- Attachments:** [25-420-02 PB Bleacher Repair Services \(07-30-24\)](#)
[Bleacher Repair Budget Sheet 2](#)
21. [25-2401](#) Approve the piggyback of The Interlocal Purchasing System (TIPS) USA, Contract #220101, Safety Equipment, Supplies and Services, awarded to R-Zero and authorize the purchase of goods and services for an estimated annual spending of \$158,631.00.
- Attachments:** [25-031-03 PB RZero \(07-30-24\)](#)
[Budget Sheet R Zero](#)
23. [25-2423](#) Approve the agreement and purchase of RoboKind and authorize the issuance of a purchase order in the amount of \$129,900.00.
- Attachments:** [Robokind Quote](#)
[Standard Addendum-Robokind](#)
[Federal Provisions-RoboKind](#)
[Robokind Budget Sheet ACC](#)
25. [25-2437](#) Approve the piggyback of State of Florida, Alternative Contract Source (ACS) No. 25172500-24-ACS, Contract #24155 & # 24156 for Tires, Tubes and Services awarded to Goodyear Tire & Rubber Company, Inc. and Michelin North America, Inc. and authorize the purchase of goods and services for an estimated annual amount of \$115,000.00.
- Attachments:** [25-863-09 PB Tires Tubes and Services](#)
[5600 Budget Sheet Tires Tubes June 2024](#)
26. [25-2439](#) Approve the amendment to the piggyback of Hillsborough County Public Schools, RFP #22012-MTS-KJ: Elevator and Wheelchair Lift Preventative Maintenance, Repair and Upgrades, awarded to Oracle Elevators (now known as Elevated Facilities Services Group), for an increase to the total estimated annual spending, for the emergency Purchase Order issued for Explorer K8 School elevator modernization for an estimated amount of \$89,500.00.
- Attachments:** [24-2439 Bid Tab-Elevators 23-295-16 PB RN.pdf](#)
[24-2439 Proposal EK-8 Modernization.pdf](#)
[24-2439 Budget Sheet-Amendment to #23-295-16 PB RN.pdf](#)
27. [25-2441](#) Approve the Service Agreement between Community Rehab Services, Inc. and Hernando County School Board for the 2024-2025 school year to provide therapy services and the issuance of a purchase order in the estimated annual amount of \$130,000.00.
- Attachments:** [Community Rehab Contract 2024-25](#)
[Standard Addendum-Community Rehab](#)
[Federal Provisions-Community Rehab](#)
[Community Rehab Budget Sheet ACC](#)
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30. [25-2450](#) Approve the agreement and authorize the purchase of third-party Title I instructional services for Hernando County private school students from FACTS Education Solutions, LLC, for an estimated spending of \$106,550.00.
- Attachments:** [FL Hernando Title I FACTS Ed Agreement AY24-25 -stamp](#)
[24-2450 FACTS Ed Agreement AY24-25](#)
[24-2450 Budget Sheet FACTS](#)
31. [25-2451](#) Approve the Closeout/Final Acceptance to the contract with Advanced Roofing, Inc. for Roof Replacement at Transportation Warehouse (Phase 1) and authorize final payment in the amount of \$24,026.30.
- Attachments:** [24-2451 Certificate of Final Inspection.pdf](#)
[24-2451 Certificate Of Final Completion.pdf](#)
[24-2451 Notice of Final Acceptance.pdf](#)
[24-2451 Notice of Final Settlement.pdf](#)
[24-2451 Final Change Order.pdf](#)
[24-2451 Final Pay Application.pdf](#)
[24-2451 Final Waiver and Release of Lein.pdf](#)
[24-2451 Budget Sheet- Transportation Roof Project Close-out.pdf](#)
32. [25-2452](#) Approve the agreement and authorize the purchase of third-party Title I instructional services for Hernando County private school students from Catapult Learning, LLC, not to exceed \$207,950.00.
- Attachments:** [24-2452 Catapult Learning Services Agreement](#)
[24-2452 Program Evaluation Form - Catapult 2425](#)
[24-2452 Hernando County EOP report 23 24](#)
[24-2452 Budget Sheet Catapult](#)
33. [25-2454](#) Approve the renewal of Frontline Employee Management System to include the add-on of Medicaid Reimbursement Management System and authorize the issuance of a Purchase Order in the Amount of \$93,000.
- Attachments:** [Emp Eval Frontline](#)
[Medicaid Frontline](#)
[District Medicaid Reimbursement Platform](#)
[Budget Sheet Frontline](#)
35. [25-2468](#) Award Bid #25-595-07: Playground Mulch - Purchase and Installation, to American Mulch & Soil, LLC and IMulchFL, to provide and install playground mulch as needed district wide and authorize the purchase of goods and services for an estimated annual amount of \$120,000.00.
- Attachments:** [25-2468 Playground Mulch 25-595-07.pdf](#)
[25-2468 Budget Sheet-Mulch.pdf](#)
36. [25-2469](#) Award Bid No. 25-805-01: Physical Education/Athletic Supplies, Clothing & Equipment to Multiple Vendors and Authorize the Purchase of the Goods and/or Services for an Estimated Annual Amount of \$695,000.00
- Attachments:** [25 805 01 PE Athletic Supplies 07 30 24](#)
[Budget Sheet](#)
-

37. [25-2473](#) Approve the 2024-2025 Dual Enrollment (DE) Articulation Agreement Between Pasco-Hernando State College (PHSC) and the Hernando County school Board and Issuance of a Purchase Order for an Estimated Annual Amount of \$575,303.00

Attachments: [2024 25 Hernando County Dual Enrollment Agreement stamped Budget Sheet PHSC](#)

ITEMS REMOVED FROM CONSENT AGENDA FOR ACTION

8. [25-2462](#) Approval of the Personnel Recommendations

Attachments: [24-25 BOARD AGENDA JULY 30 2024](#)
[2025 Inst. Supplements & Differentiated Pay for 7-30-24](#)
[2025 Noninst., PTS & Adm. Supplements for 7-30-24](#)
[Budget Sheet NEW no financial impact](#)

RESULT: ADOPTED

MOVER: Shannon Rodriguez

SECONDER: Mark Johnson

AYES: Prescott, Duval, Guadagnino, Johnson, Rodriguez

This item was pulled by Board Member Johnson for discussion. He does not believe the three (3) principals should be given a supplement. He stated that it should be put in their pay. He would like this item be tabled and discussed at a workshop. Mr. Johnson made a motion to table until the next meeting. Board Member Guadagnino had concerns that if they were to put the additional funds into their salaries, but do not do those duties the following year, will it be taken out? Mr. Pinder explained that is the reason it is done as a supplement. After some discussion, Mr. Johnson withdrew the motion to table.

11. [25-2436](#) Approve the Hernando County school District Mental Health Plan for the 2024-2025 School Year

Attachments: [2024.25 Mental Health Plan](#)
[Appendix A. Decision Chart ACC](#)
[Appendix B. School Social Work Referral ACC](#)
[Appendix C. Mental Health Screening ACC](#)
[Appendix D. Coordinator of Student Support Programs Job Descrip ACC](#)
[Budget Sheet ACC](#)

RESULT: ADOPTED

MOVER: Shannon Rodriguez

SECONDER: Mark Johnson

AYES: Prescott, Duval, Guadagnino, Johnson, Rodriguez

This item was pulled from the consent agenda for discussion by Board Member Rodriguez. Jill Kolasa, Director of Student Services came forward to explain this item.

13. [25-2444](#) Approve the 2024-2025 Comprehensive Evidence-Based Reading Plan (CERP)

Attachments: [CERP 2024 2025 HCSB](#)
[CERP Hernando 2024 2025](#)
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC - Copy](#)

RESULT: ADOPTED

MOVER: Shannon Rodriguez

SECONDER: Gus Guadagnino

AYES: Prescott, Duval, Guadagnino, Johnson, Rodriguez

This item was pulled from the consent agenda for discussion by Board Member Rodriguez. Tiffany Howard, Director of Elementary Curriculum, and Kelly Downey, Supervisor of Literacy, Intervention and Elementary Programs, came forward to explain this item.

16. [25-2396](#) Approve the attached job descriptions for Executive Office Manager and Executive Office Manager to the School Board and General Counsel.

Attachments: [Executive Office Manager - STRIKE](#)
[Executive Office Manager - CLEAN](#)
[Executive Office Manager To The School Board and General Counsel - STRIKE](#)
[Executive Office Manager To The School Board and General Counsel - CLEAN](#)
[2023-2024 Confidential-Index-STRIKE](#)
[2023-2024 Confidential-Index-CLEAN](#)
[2023-2024 PTS 2Combined-STRIKE](#)
[2023-2024 PTS 2Combined-Clean](#)
[Budget Sheet - Executive Office Manager](#)

RESULT: ADOPTED

MOVER: Mark Johnson

SECONDER: Shannon Rodriguez

AYES: Prescott, Duval, Guadagnino, Johnson

NAYS: Rodriguez

This item was pulled from the consent agenda for discussion by Board Member Rodriguez. She asked why they were not looking at all secretaries at district office. It was stated that these positions are not part of a bargaining unit. Mr. Johnson stated that he would like to see this go forward.

22. [25-2407](#) Approve the piggyback of Citrus County School Board Bid No. 2025-01-ITB: Plumbing Services, for plumbing repairs and services awarded to Don's Plumbing of Citrus Co., Inc. and authorize the purchase of services for an estimated annual spending of \$75,000.00.

Attachments: [25-968-06 Plumbing Services \(07-30-2024\)](#)
[Dons Plumbing Budget Sheet](#)

RESULT: ADOPTED

MOVER: Shannon Rodriguez

SECONDER: Gus Guadagnino

AYES: Prescott, Duval, Guadagnino, Rodriguez

NAYS: Johnson

This item was pulled from the consent agenda for discussion by Board Member Johnson. Joe Rychik, Director of Maintenance and Chris Reckner, Director of Purchasing and Warehouse came forward to explain this item. Mr. Johnson stated that he knows of a contractor who would love to be on our bidding list and someone who had to complete 42 pages to renew a contract to be a vendor. Mr. Pinder stated that they can look at changing policy as long as it complies with state statute. He also stated that the process is for vendor within our county as well as outside our county. Mr. Johnson asked for a workshop on the bidding process. Mrs. Rodriguez stated that she believes it is up to the business owner to apply to pick up jobs and cannot put the blame on staff. Mr. Guadagnino does not see a problem with completing the paperwork. Mr. Reckner explained this piggyback.

24. [25-2426](#) Award RFQ #2024-WWK8/WWHS-001, Construction Manager Services for 30 Classroom Building for Winding Water K8 and Weeki Wachee High School, to JE Dunn Construction Company, for construction goods and services and authorize the purchase of pre-construction services in the amount of \$185,000.00 using impact fees.

Attachments: [24-2426 FINAL CM RFQ.pdf](#)
[24-2426 Score Sheets Step 2 CM WWK8 WWHS Typed.pdf](#)
[24-2426 A133-2019 Signed CM Agreement.pdf](#)
[24-2426 A201-2017 General Conditions - FINAL.pdf](#)
[24-2426 A133-2019 Exhibit B - FINAL Signed.pdf](#)
[24-2426 WWK8-WWHS - Exhibit C - FINAL Signed.pdf](#)
[24-2426 Exhibit D Standard Addendum Signed.pdf](#)
[24-2426 Exhibit E Conflict of Interest.pdf](#)
[24-2426 Exhibit F WWK8-WWHS Rates.pdf](#)
[24-2426 Budget Sheet CM PRE CONSTRUCTION SERVICES for WWHS-WWK8.pdf](#)

RESULT: ADOPTED

MOVER: Mark Johnson

SECONDER: Shannon Rodriguez

AYES: Prescott, Duval, Guadagnino, Johnson, Rodriguez

This item was pulled from the consent agenda for discussion by Board Member Johnson. Brian Ragan, Director of Facilities and Construction came forward to explain this item. Mr. Johnson stated that his problem with this item, is that we need a high school in the East end of the county and would rather see that built before this. Mr. Ragan explained that this is coming before them now because the Board directed them at a workshop to do this. After some discussion, the consensus is to stay with the plan.

28. [25-2446](#) Approve the Purchase of Goods and/or Services from Curriculum Associates and Authorize the Issuance of Purchase Orders Not to Exceed the Amount of \$1,409,930.00

Attachments: [Curriculum Associates Board Presentation 2024](#)
[2024 25 Hernando Co SD iReady Renewal Quote34749320](#)
[Standard Addendum to Agreements](#)
[Federal Terms and Conditions](#)
[DSPA](#)
[Program Evaluation and Data Summary i-Ready 2024](#)
[Budget Sheet iReady](#)

RESULT: ADOPTED

MOVER: Mark Johnson

SECONDER: Shannon Rodriguez

AYES: Prescott, Duval, Guadagnino

NAYS: Johnson, Rodriguez

This item was pulled from the consent agenda for discussion by Board Members Johnson and Rodriguez. Tiffany Howard, Director of Elementary Curriculum and John Morris, Director of Secondary Curriculum came forward to explain this item. Mr. Johnson stated that last year, they were talking about moving away from iReady and not it looks like they are getting deeper into it. Mrs. Howard stated that they are using the same components and resources they have used previously.

29. [25-2447](#) Approve the software annual renewal fee of \$101,431.20 for Titan School Solutions. The software was originally purchase in 2019 through the piggybacking of The Interlocal Purchasing System (TIPS) Bid #18503 Software.

Attachments: [Bid -LINQ Renewal July 2024](#)
[LINQ Invoice July 2024](#)
[LINQ Budget Sheet](#)

RESULT: ADOPTED

MOVER: Shannon Rodriguez

SECONDER: Mark Johnson

AYES: Prescott, Duval, Guadagnino, Johnson, Rodriguez

This item was pulled from the consent agenda for discussion by Board Member Rodriguez. Holly Longo, Director of Food and Nutrition came forward to explain this item. After some discussion, Ms. Longo will look to see if there is a comparable program.

- 34. [24-2468](#) Approve the Purchase and Implementation for the Hand2Mind Program and Authorize the Issuance of Purchase Orders in an Estimated Amount of \$174,809.35

Attachments: [Quote QUO0267162](#)
[Quote QUO0239728](#)
[Budget Sheet Hand2Mind](#)

RESULT: ADOPTED

MOVER: Mark Johnson

SECONDER: Shannon Rodriguez

AYES: Prescott, Duval, Guadagnino, Rodriguez

NAYS: Johnson

This item was pulled from the consent agenda for discussion by Board Member Johnson. Tiffany Howard, Director of Elementary Curriculum and John Morris, Director of Secondary Curriculum came forward to explain this item.

ADDENDUM ITEMS

CITIZEN INPUT ON GENERAL TOPICS (PINK FORMS)

- 38. [25-2467](#) Citizen Input on Hernando County School issues on which the School Board customarily takes action (Pink Form - non-agenda items)

Attachments: [Citizen Input Speaker Pink Form 031424 ACC](#)

Mr. Delaney, School Board Attorney, read the instructions for this item. The following citizens came forward to speak: Hamilton Hanson, Joanne Yarin, Diane Liptak, Julia Thomas and Kathleen Robinson.

INFORMATIONAL AGENDA ITEMS

GENERAL COUNSEL

SCHOOL BOARD COMMENTS

Board Members made various closing comments. Mr. Pinder clarified some comments that were made during tonight's meeting.

ADJOURNMENT

The meeting adjourned at 8:01P.M.

Superintendent

Board Chair

Mission Statement

The Hernando County School District Collaborates with students, parents and other community stakeholders to effectively prepare all students for a successful transition into a diverse and changing world.



Hernando School District

School Board Regular Meeting

Agenda Item # 4. 25-2499

8/13/2024

Title and Board Action Requested

Citizen Input on agenda items (Green Form)

Executive Summary

Please see the attached form if you wish to make a presentation before the School Board for matters that pertain to an item for this meeting.

My Contact

Ray Pinder
Superintendent of Schools

2023-28 Strategic Focus Area

Priority 3: Community Connection

Financial Impact

There is no financial impact

AGENDA ITEM COMMENT FORM FOR SPEAKERS

Failure to complete this form or to sign below will prevent the Citizen Input form
from being presented to the Board Chair.

LEGAL NAME/PRINTED: _____

LEGAL ADDRESS: _____

PHONE: (____) _____

Identify agenda item to be addressed:

Ex.) Agenda item #: 10. 24-2100

Agenda item #: _____

Agenda item #: _____

Guidelines:

Limited agenda time and the need to conduct meetings in an orderly fashion require that you adhere to the following Citizen's Input guidelines:

- The speaker will adhere to a three (3) minute time limit per speaker.
- Time may not be yielded to other speakers.
- The Chairperson has the authority to limit discussion if the subject is outside of the authority of the School Board Members regarding an issue that is repetitive or is addressing a legally confidential issue.
- Materials or documents you wish to share with the School Board must be attached to this form.
- The Chairperson may deny all forms submitted after the School Board Meeting is called to order.
- The HCSD Code of Civility will be in effect at all times (see other side).
- The Board typically does not respond to remarks or questions made during Citizen Comments.

My signature is confirmation that I have read, understand, and agree to abide by all guidelines and HCSD Code of Civility:

Signature of speaker: _____

Chairperson's Approval of form: _____

FOR OFFICE USE ONLY:
Date Received: _____
Time Received: _____

Hernando County School Board

CODE OF CIVILITY

The education of our children depends on the ability of the community, parents and staff to share responsibilities, meaningful communication and welcomed participation. Civility reflects the ability of each person to affirm the collective worth of being respectful.

With that, all persons attending or speaking at a school board meeting shall:

- Listen carefully and respectfully
- Not use any offensive gestures, language or profanity
- Not use any threatening words or actions
- Not display any disruptive behaviors, temper or insulting/demeaning words
- Treat others as they would like to be treated
- Never bully, harass or abuse others

*Any lack of civility by any person will result in that person being directed by the Superintendent, or Chairperson, to leave the premises. Failure to follow a directive will result in law enforcement assistance.

Note: The Board typically does not respond to remarks or questions made during citizen input. While no immediate action will be taken by the Board, the Superintendent may follow up the inquiries/comments by directing staff to intervene.



Hernando School District

School Board Regular Meeting

Agenda Item # 5. 25-2492

8/13/2024

Title and Board Action Requested

Approval of the Personnel Recommendations

Executive Summary

The Director of Human Resources, on behalf of the Superintendent of Schools, hereby requests the Board approve the Personnel Recommendations as attached.

My Contact

Matthew Goldrick
Director of Human Resources
352-797-7070 Ext. 451
goldrick_m@hcsb.k12.fl.us

2023-28 Strategic Focus Area

Priority 2: Talent Management

Financial Impact

See attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

I. CONSENT AGENDA

A. Approval of Personnel Recommendation

1. Instructional Leaves

<u>First Name</u>	<u>Last Name</u>	<u>Position</u>	<u>Site</u>	<u>From</u>	<u>Through</u>
Kelsey	Penn	Teacher	EES	08/05/24	10/25/24

2. Instructional Appointments and Approval of Probationary Contract

<u>First Name</u>	<u>Last Name</u>	<u>Position</u>	<u>Site</u>	<u>Date</u>
Kari	Amico	Teacher	CK8	08/05/24
Andrea	Basso	Teacher	PGES	08/05/24
Kaitlin	Bixler	Teacher	DSPMS	08/05/24
Meagan	Cabbage	Teacher	MES	08/05/24
Gregory	Climan	Teacher	CHS	08/05/24
Chloe	Collins	Teacher	MES	08/05/24
Brittany	Dominguez	Teacher	PGES	08/05/24
Paola	Gines Calderon	Speech/Language Pathologist	Exceptional Student Support	08/05/24
Mitchell	Gonzalez	Teacher	NCTHS	08/05/24
Kim	Hamann	Teacher	PGES	08/05/24
Brent	Hatfield	Teacher	PMS	08/05/24
Frank	Horton	Teacher	HHS	08/05/24
Delores	Intzes	Behavior Specialist	FCMS	08/05/24
Haydon	Ketterer	Teacher	EK8	08/05/24
Keith	Knecht	Teacher	CHS	08/05/24
Micah	Maddox-Wilkins	Teacher	MES	08/05/24
Madison	Newnam	School Social Worker	PGES	08/05/24
Jake	Pasmore	Teacher	WWHS	08/05/24
Shea	Peers	Teacher	WHMS	08/05/24
Kathryn	Puccio	Teacher	BES	08/05/24
Luke	Ramundo	Teacher	CHS	08/05/24
Shanna	Sims	Teacher	WWHS	08/05/24
Ashley	St Louis	Teacher	PMS	08/05/24
Alyson	Swan	Teacher	SHES	08/05/24
Danielle	Terrero	Teacher	SHES	08/05/24
	Dominguez			
Dana	Turner	Teacher	DES	08/05/24
Jordan	Utterback	Teacher	FWSHS	08/05/24
Justin	Wentworth	Teacher	FWSHS	08/05/24
Marjorie	White	Teacher	BES	08/05/24

3. Instructional Transfers

<u>First Name</u>	<u>Last Name</u>	<u>From</u>	<u>To</u>	<u>Date</u>
Amanda	Bozarth	Teacher, PGES	Teacher, JDFES	08/05/24
Angela	Brannan	Teacher, WWK8	Teacher, CK8	08/05/24
Savannah	Carroll	Teacher, WWK8	Teacher, NCTHS	08/05/24
Janice	Davis	Teacher, CK8	Teacher on Administrative Assignment, FCMS	08/05/24
Tina	Deets	Teacher, WES	Instructional Technology Specialist, Academic Services	08/05/24
Lisa	Duran	Teacher, EK8	Teacher, JDFES	08/05/24
Tiffany	Fiore	Elementary Assistant, DES	ESE Specialist, Exceptional Student Support	08/05/24
Tracy	Frazier	Teacher, SHES	Teacher, WWK8	08/05/24
Kelly	Gilbert	Teacher, SHES	Teacher, WWK8	08/05/24
Jasmin	Gracia	Teacher, DES	Teacher, SHES	08/05/24
Joseph	Heidler	Teacher, HWMS	Teacher, WWHS	08/05/24
Terry	Kennedy	Teacher, CHS	Teacher, HHS	08/05/24
Miranda	King	Teacher, EK8	Elementary Assistant, PGES	08/05/24
Carrie	LaBarge	Teacher, MES	Elementary Assistant, JDFES	08/05/24
Cheryl	Licht	Teacher, CES	Teacher, EK8	08/05/24

Jorge Dawn	Odelin Odeline	Teacher, WWHS	Teacher, HHS	08/05/24
Kelly	Patella	Teacher, DES	Teacher, SHES	08/05/24
Thomas	Pelfrey	Teacher, FCMS	Teacher, FCMS	08/05/24
Melody	Pellito	Teacher, WWHS	Teacher, CK8	08/05/24
Alex	Raddish	Teacher, SHES	Teacher, CES	08/05/24
Holly	Record	Teacher, PMS	Teacher, FCMS	08/05/24
Melissa	Record	Teacher, PMS	Teacher, FCMS	08/05/24
	Roman-McLemore	Teacher, CHS	Teacher, EES	08/05/24
Laura	Santiago	Teacher, DES	Teacher, WWHS	08/05/24
Miranda	Schildbach	Teacher, DES	Teacher, JDFES	08/05/24
Katherine	Seitz	School Social Worker, EK8	School Social Worker, PMS	08/05/24
Jeffery	Shumate	Teacher, CK8	Teacher, WWK8	08/05/24
Diana	Sullivan	Teacher, SES	Instructional Specialist, Exceptional Student Support	08/05/24
Samuel	Takyi	Teacher, PMS	Teacher, FCMS	08/05/24
Hayley	Trinque	Teacher, BES	Teacher, HHS	08/05/24
Stacey	Visceglie	Elementary Assistant, SHES	Elementary Assistant, WWK8	08/05/24
Emily	Wagner	Teacher, SHES	Teacher, WWK8	08/05/24
Alwayne	Wallace	Teacher, FCMS	Teacher, CK8	08/05/24
Danielle	Walden	Teacher, JDFES	Teacher, PMS	08/05/24
Dana	Walker	Teacher, NCTHS	Teacher, CK8	08/05/24
Vontisha	Welter	Teacher on Administrative Assignment, WHMS	Math Coach, Academic Services	08/05/24
Erin	Whitten	Teacher, SHES	Teacher, PGES	08/05/24

4. Instructional Separations

<u>First Name</u>	<u>Last Name</u>	<u>Position</u>	<u>Site</u>	<u>Date</u>	<u>Type</u>
Rebekah	Csont	Teacher	WWK8	06/04/24	Resignation
Kathleen	Cummings	Teacher	FWSHS	06/04/24	Deceased
Christa	Lynch	Program/Staffing Specialist	Exceptional Student Support	06/04/24	Resignation
Joseph	Murphy	Teacher	EES	06/04/24	Resignation
Anita	Olsson	Program/Staffing Specialist	Exceptional Student Support	06/04/24	Resignation
Douglas	Olsson	Teacher	WWK8	06/04/24	Resignation
Casandra	Panton	Teacher	FCMS	06/04/24	Resignation
Briana	Ray	Teacher	EK8	06/04/24	Resignation
N'zinga	Thomas-Mekuria	Teacher	WWK8	06/04/24	Resignation
Cynthia	Webb	Teacher	SHES	06/04/24	Retirement

5. Administrative Appointments

<u>First Name</u>	<u>Last Name</u>	<u>Position</u>	<u>Site</u>	<u>Date</u>
Jillian	Minichino	Assistant Principal	CES	07/10/24

6. Administrative Transfers

<u>First Name</u>	<u>Last Name</u>	<u>From</u>	<u>To</u>	<u>Date</u>
Dana	Kublick	Principal, BES	Principal, WES	07/01/24
Natasha	Saavedra	Assistant Principal, PGES	Principal, PGES	07/01/24

7. Administrative Separations

<u>First Name</u>	<u>Last Name</u>	<u>Position</u>	<u>Site</u>	<u>Date</u>	<u>Type</u>
Sophia	Watson	Director of Adult & Technical Education	Adult Education	08/09/24	Resignation

8. Non-instructional and Professional/Technical/Supervisory Leaves

<u>First Name</u>	<u>Last Name</u>	<u>Position</u>	<u>Site</u>	<u>From</u>	<u>Through</u>
Darren	Bartley	Environmental Services Tech 3	WWHS	07/15/24	07/29/24

Intermittent Leave

<u>First Name</u>	<u>Last Name</u>	<u>Position</u>	<u>Site</u>	<u>From</u>	<u>Through</u>
Lauren	Blackwell	Manager of Federal Programs	Title I	07/23/24	06/30/25

Beverly	Hunter	Environmental Services Tech 3	Hernando County Public Schools Support Building	07/11/24	08/02/24
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9. Non-instructional and Professional/Technical/Supervisory Appointments

<u>First Name</u>	<u>Last Name</u>	<u>Position</u>	<u>Site</u>	<u>Date</u>
Nicole	Alaimo	Paraprofessional ESE	WHMS	08/09/24
Daniel	Arias	Environmental Services Tech I	FWSHS	07/15/24
Grantt	Beckford	Environmental Services Tech I	CK8	07/01/24
Jessica	Brunicke	Paraprofessional PK Handicap	EK8	08/09/24
Adrianna	DeBruhl	Paraprofessional ESE	EK8	08/09/24
Yohanys	Espinosa Martinez	Environmental Services Tech I	NCTHS	07/15/24
Heavenly	Ferreira	Paraprofessional ESE	MES	08/09/24
Emily	Hagland	Secretary II	WHMS	07/22/24
DeAnna	Kowzan	School Health Professional	DSPMS	08/05/24
Kevin	Markey	Computer Lab Manager	FCMS	08/05/24
Harley	Owens	Vehicle Technician Assistant	Transportation Dept	07/15/24
Sarah	Rios	Office Clerk	PMS	08/09/24
Yelenny	Rosario Hernandez	Environmental Services Tech I	WWK8	07/17/24

10. Non-instructional and Professional/Technical/Supervisory Transfers

<u>First Name</u>	<u>Last Name</u>	<u>From</u>	<u>To</u>	<u>Date</u>
Sonja	Abbey	Paraprofessional ESE 1 on 1, FCMS	Paraprofessional PK Handicap, DES	08/09/24
Patricia	Allen	Food & Nutrition Assistant Manager, CHS	Food & Nutrition Assistant Specialist, PGES	08/05/24
Carlette	Bingham	Food & Nutrition Assistant Manager, PGES	Food & Nutrition Assistant Specialist, CHS	08/05/24
Christina	Bradford	Paraprofessional I Elementary, WWK8	Computer Lab Manager, SHES	08/05/24
Jennifer	Bronhard	Paraprofessional I, WWK8	Secretary II, CHS	07/15/24
Tiffany	Brooks	Food & Nutrition Assistant Manager, WES	Food & Nutrition Assistant Specialist, SES	08/05/24
Jason	Cephus	Paraprofessional II, FCMS	Paraprofessional ISS, FCMS	08/09/24
Samuel	Cooper	Environmental Services Tech I, WES	Environmental Services Tech II, WES	07/15/24
Rebecca	Curtin	Paraprofessional ESE, JDFES	Paraprofessional ESE, CES	08/09/24
Michele	Diaz	Food & Nutrition Assistant Manager, JDFES	Food & Nutrition Assistant Specialist, WWK8	08/05/24
Samantha	Hernandez	Paraprofessional ESE, EK8	Computer Lab Manager, EK8	08/05/24
Rebecca	Laplante	Secretary II, HHS	Bookkeeper Elem/Mid, FCMS	07/08/24
Phimnaphat	Lindsey	Food & Nutrition Assistant III, CK8	Food & Nutrition Assistant Specialist, FWSHS	08/05/24
Deanna	McGuigan	Food & Nutrition Assistant Manager, FWSHS	Food & Nutrition Assistant Specialist, SHES	08/05/24
Elizabeth	Miller	Food & Nutrition Assistant Manager, DES	Food & Nutrition Specialist Elem/MS, SES	08/05/24
Taralee	Monegro	Food & Nutrition Assistant Manager, SES	Food & Nutrition Assistant Specialist, WES	08/05/24

Xavier	Morales Soto	Lawn Turf Maintenance I, Maintenance Dept	Lawn Turf Maintenance III, Maintenance Dept	07/15/24
Sharon	Parsons	Food & Nutrition Assistant Manager, SHES	Food & Nutrition Assistant Specialist, BES	08/05/24
Tammy	Ray	Secretary II, NCTHS	Secretary II, NCTHS	08/05/24
Ronald	Reeck	Maintenance Helper, Maintenance Dept	Carpenter I, Maintenance Dept	07/15/24
Mary	Revis	Paraprofessional ESE, DES	Data Entry Operator, CHS	07/08/24
Miladis	Rosa	Paraprofessional II, MES	Paraprofessional ESE, JDFES	08/09/24
Beth	Salso	Food & Nutrition Assistant Manager, EK8	Food & Nutrition Specialist K8/HS, FWSHS	08/05/24
Migdalia	Sanabria	Paraprofessional II ESOL, EES	Paraprofessional ESE, JDFES	08/09/24
Leslie	Shepherd	Paraprofessional ESE 1 on 1, DES	Pre-Kindergarten Assistant, SHES	08/05/24
Summer	Sizemore	Paraprofessional ESE, WHMS	Bookkeeper-Elm/Mid-Conf, DES	07/15/24
Barbara	Thompson	Food & Nutrition Assistant Manager, WWK8	Food & Nutrition Assistant Specialist, WES	08/05/24
Kathryn	Viola	Help Desk Trainer, TIS Dept	District Tech Support Specialist, TIS Dept	07/15/24
Matthew	Whitehead	Food & Nutrition Assistant, PGES	Environmental Services Tech I, SHES	07/09/24
Cynthia	Wiggins-Preli	School Health Professional, DSPMS	Paraprofessional ESE 1 on 1, WHMS	08/09/24
David	Williams	Environmental Services Tech I, BES	Environmental Services Tech II, BES	07/15/24

11. Non-instructional and Professional/Technical/Supervisory Separations

<u>First Name</u>	<u>Last Name</u>	<u>Position</u>	<u>Site</u>	<u>Date</u>	<u>Type</u>
Marlene	Bandala Samaniego	Food & Nutrition Assistant	NCTHS	05/31/24	Resignation
Tricia	Brandow	Food & Nutrition Assistant	MES	05/31/24	Resignation
Laurie	Braun	Food & Nutrition Assistant	WWK8	05/31/24	Resignation
Diana	Browning	Food & Nutrition Assistant Rover	Food & Nutrition Services	05/31/24	Resignation
Danielle	Caban	Paraprofessional II	SHES	05/31/24	Resignation
Charles	Coleman	Environmental Services Tech I	EK8	07/22/24	Resignation
Ysanabel	Cordero	Environmental Services Tech I	PGES	08/02/24	Resignation
Katherine	Danias	Food & Nutrition Assistant	PMS	05/31/24	Resignation
Lorrie	Denney	Graphic Design	School Distribution Center	07/18/24	Resignation
Dean	Edgar II	Carpenter III	Maintenance Dept	07/10/24	Resignation
Stephanie	Jennings	Paraprofessional Clinic	FCMS	05/31/24	Resignation
Valerie	LaRoche	Camera Technician	Transportation Dept	07/31/24	Resignation
Rose	Larson	Paraprofessional Media	FWSHS	05/31/24	Retirement
Daniel	Marcinowski	Computer Lab Manager	WHMS	06/04/24	Resignation
Felix	Morales	Maintenance Helper	Maintenance Dept	07/18/24	Resignation
Lindsay	O'Reilly	Bookkeeper-Elm/Mid-Conf	JDFES	07/30/24	Resignation
Alecia	Owens	Paraprofessional PK Handicap	WES	05/31/24	Resignation
Milagrosa	Penalbert	Environmental Services Tech II	SHES	08/09/24	Retirement
Regan	Pisarski	School Health Professional	HHS	05/31/24	Resignation

12. Other

Additional Duty, and/or Additional Days/Hours

<u>Name</u>	<u>Position - Site</u>	<u>Activity</u>	<u>Date</u>	<u>Total Hrs</u>	<u>Funding</u>
Ashley Andrade	Instructional Practices Coach, SHES	Title I Liaison Training	07/25/24	7 Total	Title I
Laura Balatsos	School Health Professional, CK8	Additional Staffing for the clinic	08/09/24	190 Total	Title IV
Kelly Baker	Certified School Counselor, SES	Title I Liaison Training	07/25/24	7 Total	Title I
Crisana Banton-Smith	Teacher, PGES	Custodial Work duty	06/17/24	165 Total	ESSER
Jessica Brendlinger-Buse	Instructional Practices Coach, WHMS	Facilitated Lesson Planning	07/08/24	140 Total	Title I
Tammy Chatman	Secretary III Conf, Purchasing Dept	Webmaster (Website Management/ADA Compliance)	07/01/24	60 Total	General
Jodi Fell	Teacher, BES	Chaperoning summer camps for College and Career Programs	07/18/24	18 Total	ESSER
Amelia Gutierrez	Teacher, FWSHS	High School ELA Bootcamp Retakes	07/15/24	20 Total	Supplemental School Improvement Grant
Alfred Holmes, Jr	Teacher, WWHS	High School ELA Bootcamp Retakes	07/15/24	20 Total	Supplemental School Improvement Grant
Lydia Honor	Teacher, NCTHS	High School ELA Bootcamp Retakes	07/15/24	20 Total	Supplemental School Improvement Grant
Nancy Jacobs	Teacher, HHS	High School ELA Bootcamp Retakes	07/15/24	20 Total	Supplemental School Improvement Grant
Lisa Labelle	Certified School Counselor, PMS	Facilitated Lesson Planning, Data Disaggregation, Schedule Planning and Review	06/10/24	31 Total	ESSER III
Misty Laushot	Reading Coach, NCTHS	High School ELA Bootcamp Retakes	07/15/24	20 Total	Supplemental School Improvement Grant
Kristi Jernigan	Teacher, BES	Title I Liaison Training	07/25/24	7 Total	Title I
Rosemary LaLuz	Paraprofessional Media, WWHS	Summer Paint Crew	06/10/24	256 Total	ESSER III
Michelle Mayhill	Certified School Counselor, CHS	Webmaster for CHS	08/05/24	60 Total	General
Betsy Pantley	Teacher, DES	Title I Liaison Training	07/25/24	7 Total	Title I
Ashley Perez	Elementary Assistant, SHES	Title I Liaison Training	07/25/24	7 Total	Title I
Kelly Pogue	Secretary to the School Board & General Counsel, School Board Attorney	Website Management	07/01/24	60 Total	General
Melissa Roman-McLemore	Teacher, EES	Summer School	06/25/24	8 Total	General
Christopher Seitz	Teacher, CHS	Hosting summer camp for College and Careers	06/24/24	45 Total	ESSER
Katherine Seitz	School Social Worker, PMS	Facilitated Lesson Planning, Data Disaggregation, Schedule Planning and Review	06/10/24	31 Total	ESSER III
Pamela Sheeder	Elementary Assistant, JDFES	Title I Liaison Training	07/25/24	7 Total	Title I

Jamie VanOrsdale	Grant Accounting Compliance Specialist, Finance Dept	WebMaster - Finance Department	07/01/24	60 Total	General
Stacey Visceglie	Elementary Assistant, WWK8	Summer ESSR	06/10/24	38 Total	ESSER III
Debbie Warrell	Media Specialist, Academic Services	New Textbook adoptions, New Media software conversion	06/11/24	100 Total	Millage

Approve Certified School Counselor(s), Summer ESSR (WWK8) - 07/01/2024 - 38 Total Hrs. (ESSER III)

<u>First Name</u>	<u>Last Name</u>
Tabbitha	Burlett
Kimberly	Eppley

Approve Associate Teacher Substitute(s), Facilitated Lesson Planning - ATS (SHES) - 06/05/2024 - 10 Max Total Hrs. (General Fund)

<u>First Name</u>	<u>Last Name</u>
Kayla	Liggett
Iris	Martinez

Approve Teacher(s), Hosting summer camp for College and Career Programs (Academic Services) - 07/15/2024 - 32 Max Total Hrs. (ESSER)

<u>First Name</u>	<u>Last Name</u>
Justen	Early
Jeremy	Woolcock

Approve Teacher(s), Title I Liaison Training (DSPMS) - 07/25/2024 - 7 Total Hrs. (Title I)

<u>First Name</u>	<u>Last Name</u>
Casey	Farmer
Yamil	Figueroa

Adult Education Part Time Teacher(s) for 2024-2025 Year

<u>First Name</u>	<u>Last Name</u>
Tania	Kelly
Jodi	Larocca
Rosemarie	Poluchowicz
Michael	Rae
Deborah	Shaw
Jason	Whitman

Approve In-District Trainers

<u>First Name</u>	<u>Last Name</u>
Kimberly	Eppley
Christi	Wilson

Drop Program Participant(s)

<u>First Name</u>	<u>Last Name</u>
David	Jutting
Albert	Sorrentino

13. Supplements - see attached list(s)

Running Total (Per Attached List) 2024-2025 School Year

\$	821,189.95	Instructional
\$	62,024.96	Noninstructional
\$	883,214.91	Sub-Total
\$	198,723.35	Benefits (22.50%)
\$	1,081,938.26	Total



Hernando School District

School Board Regular Meeting

Agenda Item # 6. 25-2481

8/13/2024

Title and Board Action Requested

Approval of the 2024-2025 NEFEC Professional Learning Catalog

Executive Summary

The Supervisor of Professional Learning, on behalf of the Superintendent of Schools, hereby requests the Board to approve the 2024-2025 NEFEC Professional Learning Catalog. Each of the NEFEC member districts develops and maintains a Professional Development System Plan (PDSP) linked and aligned with student and instructional personnel needs.

The change document lists the requested additions/changes for the 2024-2025 PLC along with the Florida Statute or Rule triggering the change request.

The Professional Learning catalog components describe the type of training and professional learning opportunities available for certificated and non-certificated personnel. Professional learning programs are developed to coordinate and align professional learning courses and activities that must align to the standards adopted by the state. Florida Rule 6A-5.071 requires that the PLC be approved by the board each year by September 1st and then by the Commissioner of Education by October 1st.

My Contact

Dr. Paula Clark
Supervisor of Professional Learning
352-797-7000 ext. 437
clark_p@hcsb.k12.fl.us

2023-28 Strategic Focus Area

Priority 2: Talent Management

Financial Impact

See attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

NEFEC Professional Learning Catalog Changes for 2024-2025

Added the following components:

Name of Component	Comp #	Points	Why We Added It
SCIENCE OF READING	1-013-051	5-10 points	F.S. 1012.585 (3)(e) and Rule 6A-4.0051 (a)
GUARDIAN PROGRAM	6-511-005	144	F.S. 30.15 (2)(b)
DISTRICT SPECIFIC SWD COURSE*	2-100-033	Up to 100 points	F.S. 1012.585 (3)(e)
CAREER AND TECHNICAL ED STUDENT SUPPORT	2-211-001	Varies	F.S. 1012.585 (3)(a)
FLORIDA EDUCATIONAL LEADERSHIP STANDARDS (FELS)	7-517-004	Up to 60	F.S. 1012.585 (3)(e) and Rule 6A-4.0051 (a)
40 HOUR READING REQUIREMENT (GENERIC FOR TRACK ENTRY)	1-013-052	40	Rule 6A-4.0051 (a)
Evaluation and Assessment of Prekindergarten Children	3-102-001	10	F.S. 1002.68
Exploring Structured Literacy Generic Track	2-013-053	SWD/R40	Rule 6A-4.0051 (a)

Deleted the Prekindergarten Disabilities Add-On Endorsement

Other Changes/Edits:

- Changed the FCRR and UF Literacy Coach Endorsement Components to add to 120 according to the point amounts given by UF Lastinger Center for Learning(F.S. 1004.646)
- Added Transfer of Required Reading 40 Points Bankable 9-999-005 – required for official transcript transfers to other districts (Rule 6A-4.0051)
- Changed all BEESS PDA titles and component descriptions to PLA to match the update from the BEESS Portal FLDOE Discretionary Project

A. Item Currently Budgeted -													
Account Name		No Financial Impact											
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Original Approved Budget		+ Budget Amendments		- Expenditures / Encumbrances To Date		= Current Available Budget		- Present Request		= Remaining Balance Available			
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____			

B. Item Currently Not Budgeted -**													
Funding Source		_____											
Account Name		_____											
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Amount \$ _____													

B. Item Currently Not Budgeted -**													
Funding Source		_____											
Account Name		_____											
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Amount \$ _____													

C. History	
Check one:	
Prior Year Budget:	<input type="radio"/>
New for Current Year:	<input type="radio"/>
Prior Year Approved Budget:	\$ _____
Prior Year Actual Spent:	\$ _____

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****



Hernando School District

School Board Regular Meeting

Agenda Item # 7. 25-2486

8/13/2024

Title and Board Action Requested

Approve the Job Descriptions of the Child Development Associate (CDA) Lead for VPK, and Child Development Associate (CDA) Teacher Assistant

Executive Summary

The Supervisor of Literacy, Intervention and Elementary Academic Programs, on behalf of the Superintendent of Schools, hereby requests the Board to approve the job descriptions of the CDA Lead for VPK, and CDA Teacher Assistant. The creation of the CDA Lead position would allow the district to hire CDA certified teachers for VPK positions. The title change to CDA Teacher Assistant would improve recruitment by meeting state and national job descriptions and match employment searches for appropriate candidates.

My Contact

Kelly Downey
Supervisor of Literacy, Intervention and Elementary Academic Programs
352-797-7000 ext. 280
downey_k@hcsb.k12.fl.us

2023-28 Strategic Focus Area

Other

Financial Impact

See attached budget sheet.

CDA Lead Salary - \$46,226.38

CDA Teacher Assistant Salary - \$39,988.37

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

Hernando County School Board
Florida

FLSA: Non-Exempt, Union

Child Development Associate (CDA) Lead

Required Qualifications:

- Child Development Associate (CDA) or Child Development Associate Equivalent (CDAE) credential and completion of the DOE Emergent Literacy Course or equivalent according to Federal guidelines
- Ability to communicate effectively with others in written and oral form, including electronic media, using positive interpersonal skills

Desired Qualifications:

- Associate's degree or higher in Early Childhood Education or a related field
- Two (2) years successful experience in an early childhood program
- Ability to support students from diverse cultural, and socioeconomic and educational backgrounds
- Exhibit knowledge of federal and state guidelines related to prekindergarten services
- Ability to effectively use technology

Performance Responsibilities:

- Facilitate students learning basic skills, concepts and social competencies
- Identify long-range goals and specific objectives, and plan a program for individualized and group instruction
- Demonstrate and use audio-visual teaching aids to present subject matter to students
- Plan lessons, prepare materials, and learning centers
- Maintain order in classroom and in assigned duty areas
- Hold conferences with pupils, parents, principal and/or support personnel regarding the pupil's academic and social development
- Keep attendance and records as required by School Board Policy and ELC VPK requirements
- Ensure that each student in the program has necessary evaluation records and related service documents in his/her permanent folder
- Attend and participate in faculty meetings or other meetings as required
- Continue professional growth through educational meetings, observational feedback and conferences and by reading professional literature
- Sustain focus and attention to detail
- Perform other duties as assigned by the principal and/or designee

Child Development Associate (CDA) Lead

Physical Demands:

Exerting up to 50 pounds of force occasionally and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force regularly or as needed to move objects

Reports to:

Reports directly to the site administrator, program director and or designee

Evaluation:

Annual evaluation done by site administrator and/or designee

Terms of Employment:

10-month employment

Salary:

Salary based upon approved salary schedule – Non-Instructional AA

Job Code: 55051

Board Approved:
Revised:

**Hernando County School Board
Florida**

FLSA: Non-Exempt, Union

Child Development Associate (CDA) Lead

Required Qualifications:

- Child Development Associate (CDA) or Child Development Associate Equivalent (CDAE) credential and completion of the DOE Emergent Literacy Course or equivalent according to Federal guidelines
- Ability to communicate effectively with others in written and oral form, including electronic media, using positive interpersonal skills

Desired Qualifications:

- Associate's degree or higher in Early Childhood Education or a related field
- Two (2) years successful experience in an early childhood program
- Ability to support students from diverse cultural, and socioeconomic and educational backgrounds
- Exhibit knowledge of federal and state guidelines related to prekindergarten services
- Ability to effectively use technology

Performance Responsibilities:

- Facilitate students learning basic skills, concepts and social competencies
- Identify long-range goals and specific objectives, and plan a program for individualized and group instruction
- Demonstrate and use audio-visual teaching aids to present subject matter to students
- Plan lessons, prepare materials, and learning centers
- Maintain order in classroom and in assigned duty areas
- Hold conferences with pupils, parents, principal and/or support personnel regarding the pupil's academic and social development
- Keep attendance and records as required by School Board Policy and ELC VPK requirements
- Ensure that each student in the program has necessary evaluation records and related service documents in his/her permanent folder
- Attend and participate in faculty meetings or other meetings as required
- Continue professional growth through educational meetings, observational feedback and conferences and by reading professional literature
- Sustain focus and attention to detail
- Perform other duties as assigned by the principal and/or designee

Child Development Associate (CDA) Lead

Physical Demands:

Exerting up to 50 pounds of force occasionally and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force regularly or as needed to move objects

Reports to:

Reports directly to the site administrator, program director and or designee

Evaluation:

Annual evaluation done by site administrator and/or designee

Terms of Employment:

10-month employment

Salary:

Salary based upon approved salary schedule – Non-Instructional AA

Job Code: 55051

Board Approved:

Revised:

Hernando County School Board
Florida

FLSA: Non-Exempt, Union

<u>Child Development Associate (CDA) Teacher Assistant</u>

Required Qualifications:

- Child Development Associate (CDA) or Child Development Associate Equivalent (CDAE) credential and completion of the DOE Emergent Literacy Course or equivalent according to Federal guidelines
- Ability to communicate effectively with others in written and oral form, including electronic media, using positive interpersonal skills

Desired Qualifications:

- Associate's degree or higher in Early Childhood Education or a related field
- Two (2) years successful experience in an early childhood program
- Ability to cooperatively assist the teacher and support students from diverse cultural, and socioeconomic and educational backgrounds
- Exhibit knowledge of federal and state guidelines related to prekindergarten services
- Ability to effectively use technology

Performance Responsibilities:

- Assist the lead with maintaining a safe classroom environment conducive to effective learning
- Assist with duties that require supervision of students.
- Assist the lead in checking student comprehension and/or understanding of concepts
- Assist with implementing educational and instructional goals and objectives consistent with state and district standards
- Assist with implementation of lesson plans for students based on individual needs
- Assemble, adjust, and maintain equipment used in the program (including adaptive equipment)
- Provide assistance, support, and monitoring for individual and/or small groups of students as directed by and under the supervision of the teacher
- Assist students with the learning and development of skills
- Assist students with personal and self-care needs (toileting, diapering, lifting, feeding, etc.)
- Assist the lead with appropriate screenings/progress monitoring of students
- Perform other duties as assigned by the site administrator, program director, supervisor and/or designee

Physical Demands:

Exerting up to 50 pounds of force occasionally and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force regularly or as needed to move objects

Reports to:

Reports directly to the site administrator, program director and/or designee

Evaluation:

Annual evaluation done by the site administrator and/or designee with input from the Director of Exceptional Student Education and Student Services

Terms of Employment:

10-month employment

Salary:

Salary based upon approved salary schedule – Noninstructional Level N

Job Code:

55051

Board Approved:

Revised:

**Hernando County School Board
Florida**

FLSA: Non-Exempt, Union

Child Development Associate (CDA) Teacher Assistant
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Required Qualifications:

- Child Development Associate (CDA) or Child Development Associate Equivalent (CDAE) credential and completion of the DOE Emergent Literacy Course or equivalent according to Federal guidelines
- Ability to communicate effectively with others in written and oral form, including electronic media, using positive interpersonal skills

Desired Qualifications:

- Associate's degree or higher in Early Childhood Education or a related field
- Two (2) years successful experience in an early childhood program
- Ability to cooperatively assist the teacher and support students from diverse cultural, and socioeconomic and educational backgrounds
- Exhibit knowledge of federal and state guidelines related to prekindergarten services
- Ability to effectively use technology

Performance Responsibilities:

- Assist the lead with maintaining a safe classroom environment conducive to effective learning
- Assist with duties that require supervision of students.
- Assist the lead in checking student comprehension and/or understanding of concepts
- Assist with implementing educational and instructional goals and objectives consistent with state and district standards
- Assist with implementation of lesson plans for students based on individual needs
- Assemble, adjust, and maintain equipment used in the program (including adaptive equipment)
- Provide assistance, support, and monitoring for individual and/or small groups of students as directed by and under the supervision of the teacher
- Assist students with the learning and development of skills
- Assist students with personal and self-care needs (toileting, diapering, lifting, feeding, etc.)
- Assist the lead with appropriate screenings/progress monitoring of students
- Perform other duties as assigned by the site administrator, program director, supervisor and/or designee

Physical Demands:

Exerting up to 50 pounds of force occasionally and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force regularly or as needed to move objects

Reports to:

Reports directly to the site administrator, program director and/or designee

Evaluation:

Annual evaluation done by the site administrator and/or designee with input from the Director of Exceptional Student Education and Student Services

Terms of Employment:

10-month employment

Salary:

Salary based upon approved salary schedule – Noninstructional Level N

Job Code:

55051

Board Approved:

Revised:

Position	Level	Placement Hourly Rate Non-Degreed	Placement Hourly Rate Degreed
Air Condition Mechanic I	V	\$17.45	\$17.90
Air Condition Mechanic II	W	\$17.55	\$18.00
Air Condition Mechanic III	Y	\$17.75	\$18.20
Athletic Turf Maintenance I	T	\$17.35	\$17.80
Athletic Turf Maintenance II	V	\$17.45	\$17.90
Athletic Turf Maintenance III	W	\$17.55	\$18.00
Attendance Assistant/Service Transporter	N	\$16.75	\$17.20
Bookkeeper Elem/Mid School	N	\$16.75	\$17.20
Bookkeeper High School	O	\$16.85	\$17.30
Bus Attendant	B	\$15.65	\$16.10
Bus Operator	SBO	\$17.80	\$18.25
Camera Technician	M	\$16.65	\$17.10
Carpenter I	V	\$17.45	\$17.90
Carpenter II	W	\$17.55	\$18.00
Carpenter III	X	\$17.65	\$18.10
Child Development Associate (CDA) Lead	AA	\$20.00	\$20.45
Child Development Associate (CDA) Teacher Assistant	N	\$16.75	\$17.20
Computer Lab Manager	R	\$17.15	\$17.60
Data Entry Operator	L	\$16.55	\$17.00
Dispatcher	M	\$16.65	\$17.10
Electrician I	V	\$17.45	\$17.90
Electrician II	W	\$17.55	\$18.00
Electrician III	Y	\$17.75	\$18.20
Electronics Technician I	V	\$17.45	\$17.90
Electronics Technician II	W	\$17.55	\$18.00
Electronics Technician III	Y	\$17.75	\$18.20
Environmental Services Technician I	B	\$15.65	\$16.10
Environmental Services Technician II	E	\$15.95	\$16.40
Environmental Services Technician III	I	\$16.25	\$16.70
Fire Alarm Technician	Y	\$17.75	\$18.20
Food & Nutrition Assistant	A	\$15.55	\$16.00
Food & Nutrition Assistant I	D	\$15.85	\$16.30
Food & Nutrition Assistant II	H	\$16.15	\$16.60
Food & Nutrition Assistant III	K	\$16.45	\$16.90
Food & Nutrition Services Multi-site Lead Assistant/Summer Monitor	Y	\$17.75	\$18.20
Food & Nutrition Services Summer Single Site Lead Assist	P	\$16.95	\$17.40
Food & Nutrition Summer Assistant	E	\$15.95	\$16.40
Food Service Technician I	V	\$17.45	\$17.90
Food Service Technician II	W	\$17.55	\$18.00
Food Service Technician III	Y	\$17.75	\$18.20
General Construction/Heavy Equipment Operator I	V	\$17.45	\$17.90
General Construction/Heavy Equipment Operator II	W	\$17.55	\$18.00
General Construction/Heavy Equipment Operator III	X	\$17.65	\$18.10
Graphics Designer	P	\$16.95	\$17.40
In School Suspension Monitor (ISS)	N	\$16.75	\$17.20
Indoor Air Quality Technician I	T	\$17.35	\$17.80
Indoor Air Quality Technician II	V	\$17.45	\$17.90
Indoor Air Quality Technician III	W	\$17.55	\$18.00
Irrigation Systems Technician I	V	\$17.45	\$17.90
Irrigation Systems Technician II	W	\$17.55	\$18.00
Irrigation Systems Technician III	X	\$17.65	\$18.10
Job Coach	E	\$15.95	\$16.40
Lawn Turf Maintenance I	K	\$16.45	\$16.90
Lawn Turf Maintenance II	O	\$16.85	\$17.30
Lawn Turf Maintenance III	Q	\$17.05	\$17.50
Lunchroom Aide	A	\$15.55	\$16.00
Maintenance Equipment Technician I	AA	\$20.00	\$20.45
Maintenance Equipment Technician II	BB	\$22.00	\$22.45
Maintenance Equipment Technician III	CC	\$24.00	\$24.45
Maintenance Helper	D	\$15.85	\$16.30
Maintenance Vehicle Technician I	AA	\$20.00	\$20.45
Maintenance Vehicle Technician II	BB	\$22.00	\$22.45
Maintenance Vehicle Technician III	CC	\$24.00	\$24.45
Maintenance Warehouse Inventory Specialist I	P	\$16.95	\$17.40
Maintenance Warehouse Inventory Specialist II	Q	\$17.05	\$17.50
Maintenance Warehouse Inventory Specialist III	Y	\$17.75	\$18.20
Office Clerk	B	\$15.65	\$16.10
Painter I	V	\$17.45	\$17.90
Painter II	W	\$17.55	\$18.00
Painter III	X	\$17.65	\$18.10
Paraprofessional - Clinic	C	\$15.75	\$16.20
Paraprofessional - Deaf/Hard of Hearing	H	\$16.15	\$16.60
Paraprofessional - ESE	H	\$16.15	\$16.60
Paraprofessional - Media	E	\$15.95	\$16.40
Paraprofessional I (as indicated on Job Description)	C	\$15.75	\$16.20
Paraprofessional II (as indicated on Job Description)	E	\$15.95	\$16.40
Parent Liaison	R	\$17.15	\$17.60
Plumber I	V	\$17.45	\$17.90

Plumber II	W	\$17.55	\$18.00
Plumber III	X	\$17.65	\$18.10
Pre-Kindergarten Assistant	N	\$16.75	\$17.20
Program Assistant - College & Career Programs	T	\$17.35	\$17.80
Property Accounting Specialist	N	\$16.75	\$17.20
School Health Professional (Clinic Assistant)	I	\$16.25	\$16.70
Secretary I	G	\$16.05	\$16.50
Secretary II	J	\$16.35	\$16.80
Secretary III	L	\$16.55	\$17.00
Semi-Skilled Craftsman	K	\$16.45	\$16.90
Speech Language Technician	H	\$16.15	\$16.60
Spray Technician/Vegetation Control I	T	\$17.35	\$17.80
Spray Technician/Vegetation Control II	V	\$17.45	\$17.90
Support Staff Springs Coast Environmental Education Center	G	\$16.05	\$16.50
Teen Parent Head of Nursery	M	\$16.65	\$17.10
Teen Parent Nursery Assistant	E	\$15.95	\$16.40
Telecommunications Technician	W	\$17.55	\$18.00
Transportation Field Trip Secretary	G	\$16.05	\$16.50
Transportation Parts Inventory Control Clerk	M	\$16.65	\$17.10
Transportation Vehicle Technician I	DD	\$26.00	\$26.45
Transportation Vehicle Technician II	EE	\$28.00	\$28.45
Transportation Vehicle Technician III	FF	\$30.00	\$30.45
Vehicle Technician Assistant	D	\$15.85	\$16.30
Warehouse - Delivery Worker	D	\$15.85	\$16.30
Warehouse Inventory Specialist	D	\$15.85	\$16.30

Board Approved 10-10-23 Revised:
11/14/23, 04/09/2024

Position	Level	Placement Hourly Rate Non-Degreed	Placement Hourly Rate Degreed
Air Condition Mechanic I	V	\$17.45	\$17.90
Air Condition Mechanic II	W	\$17.55	\$18.00
Air Condition Mechanic III	Y	\$17.75	\$18.20
Athletic Turf Maintenance I	T	\$17.35	\$17.80
Athletic Turf Maintenance II	V	\$17.45	\$17.90
Athletic Turf Maintenance III	W	\$17.55	\$18.00
Attendance Assistant/Service Transporter	N	\$16.75	\$17.20
Bookkeeper Elem/Mid School	N	\$16.75	\$17.20
Bookkeeper High School	O	\$16.85	\$17.30
Bus Attendant	B	\$15.65	\$16.10
Bus Operator	SBO	\$17.80	\$18.25
Camera Technician	M	\$16.65	\$17.10
Carpenter I	V	\$17.45	\$17.90
Carpenter II	W	\$17.55	\$18.00
Carpenter III	X	\$17.65	\$18.10
Child Development Associate (CDA) Lead	AA	\$20.00	\$20.45
Child Development Associate (CDA) Teacher Assistant	N	\$16.75	\$17.20
Computer Lab Manager	R	\$17.15	\$17.60
Data Entry Operator	L	\$16.55	\$17.00
Dispatcher	M	\$16.65	\$17.10
Electrician I	V	\$17.45	\$17.90
Electrician II	W	\$17.55	\$18.00
Electrician III	Y	\$17.75	\$18.20
Electronics Technician I	V	\$17.45	\$17.90
Electronics Technician II	W	\$17.55	\$18.00
Electronics Technician III	Y	\$17.75	\$18.20
Environmental Services Technician I	B	\$15.65	\$16.10
Environmental Services Technician II	E	\$15.95	\$16.40
Environmental Services Technician III	I	\$16.25	\$16.70
Fire Alarm Technician	Y	\$17.75	\$18.20
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Paraprofessional - ESE	H	\$16.15	\$16.60
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Plumber I	V	\$17.45	\$17.90

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Warehouse Inventory Specialist	D	\$15.85	\$16.30

Board Approved 10-10-23 Revised:
11/14/23, 04/09/2024

A. Item Currently Budgeted -													
Account Name		_____											
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Original Approved Budget		+ Budget Amendments		- Expenditures / Encumbrances To Date		= Current Available Budget		- Present Request		= Remaining Balance Available			
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____			

Account Name		_____											
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Original Approved Budget		+ Budget Amendments		- Expenditures / Encumbrances To Date		= Current Available Budget		- Present Request		= Remaining Balance Available			
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____			

B. Item Currently Not Budgeted -**													
Funding Source		<u>To be included in the 2024-2025 budget for VPK</u>											
Account Name		<u>General Fund/Special Rev</u>		<u>Pre-Kindergarten</u>		<u>Voluntary Pre-K</u>							
Account Number		<u>1100E/4210E</u>		<u>5500</u>		<u>194/2xxx</u>		<u>Various</u>		<u>48800</u>		Sub Project	
		Fund		Function		Object		Cost Center		Project			
Amount \$		<u>86,214.76</u>											

Funding Source		_____											
Account Name		_____											
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Amount \$		_____		_____		_____		_____		_____		_____	

C. History	
Check one:	
Prior Year Budget:	<input type="radio"/>
New for Current Year:	<input checked="" type="radio"/>
Prior Year Approved Budget:	\$ _____
Prior Year Actual Spent:	\$ _____

** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT**



Hernando School District

School Board Regular Meeting

Agenda Item # 8. 25-2471

8/13/2024

Title and Board Action Requested

Approve the agreement to vend meals to For Each 1 Reach 1 and PACE Girls Center for the 2024-2025 school year.

Executive Summary

The Director of Food and Nutrition Services, on behalf of the Superintendent of Schools, hereby requests the Board approval for the agreement with For Each 1 Reach 1 and PACE Girls Center whereas Hernando County Schools, Food and Nutrition Services Department agree to supply unitized meals inclusive of milk and juice where applicable based on the rates stated in the agreement. This agreement shall be effective August 12, 2024 - May 30, 2025. The revenue generated will offset the cost of meals, including labor and administrative oversight to ensure menu compliance with USDA regulations.

My Contact

Holly Longo
Director of Food and Nutrition Services
352-797-7028 x409

2023-28 Strategic Focus Area

Priority 3: Safe and Healthy Learning Environment

Financial Impact

See attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

**DISTRICT SCHOOL BOARD OF HERNANDO COUNTY
MEMORANDUM OF UNDERSTANDING TO VEND MEALS**

THIS AGREEMENT is made and entered into between the District School Board of Hernando County and PACE GIRLS CENTER.

WHEREAS the District School Board of Hernando County agrees to supply utilized meals inclusive of milk and juice where applicable to PACE GIRLS CENTER with and for the rates herein listed:

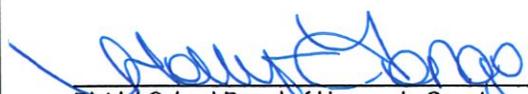
Breakfast: \$2.95
Lunch: \$5.15

It is further agreed that the District School Board of Hernando County, will maintain proper documentation regarding the number of meals requested, prepared and provided daily to PACE. PACE will be responsible for the transportation of meals daily and for verifying the number of meals received daily.

The BOARD's Food and Nutrition Services Accounting Department will send an invoice to PACE each month setting forth the amounts payable to the BOARD for meals provided. The invoice shall be based upon food delivery reports generated by the BOARD's Food and Nutrition Services Department. PACE will pay the BOARD the invoiced amount within thirty (30) days of receipt of the invoice.

The District School Board of Hernando County agrees also to retain records required under the preceding clause for a period 3 years from the date of receipt of final payment under this agreement (or longer, if an audit is in progress) and upon request, to make all accounts and records pertaining to the Program available to representative of the U.S. Department of Agriculture and the General Accounting Office for audit or administrative review at a reasonable time and place.

This agreement shall be effective as of August 12, 2024 – May 30, 2025. The dates are based on the Hernando County Schools District calendar. It may be terminated by notice in writing given by either party hereto to the other, at least 30 days prior to the date of termination.


District School Board of Hernando County
Holly Longo, MHA, NDTR, CDM, CFPP
Food and Nutrition Services

FNS Director 7-18-24
Title Date


PACE GIRLS CENTER

CHIEF FINANCIAL OFFICER 07/18/24
Title Date

Approved as to form
& content for HCSD:
Kevin M. Sullivan
Attorney, BGR&H
9:44 am, Jul 17, 2024

A. Item Currently Budgeted -													
Account Name		No Financial Impact											
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Original Approved Budget		+ Budget Amendments		- Expenditures / Encumbrances To Date		= Current Available Budget		- Present Request		= Remaining Balance Available			
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____			

B. Item Currently Not Budgeted -**													
Account Name													
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Original Approved Budget		+ Budget Amendments		- Expenditures / Encumbrances To Date		= Current Available Budget		- Present Request		= Remaining Balance Available			
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____			

B. Item Currently Not Budgeted -**													
Funding Source													
Account Name													
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Amount \$		_____											

Funding Source													
Account Name													
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Amount \$		_____											

C. History	
Check one:	
Prior Year Budget:	<input type="radio"/>
New for Current Year:	<input type="radio"/>
Prior Year Approved Budget:	\$ _____
Prior Year Actual Spent:	\$ _____

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****



Hernando School District

School Board Regular Meeting

Agenda Item # 9. 25-2477

8/13/2024

Title and Board Action Requested

Approve renewing bid no.23-968-02 RN, Electrical Repairs and Services, to multiple vendors for electrical repairs and services and authorize the purchase for an estimated annual spending of \$200,000.00.

Executive Summary

The Director of Maintenance, on behalf of the Superintendent of Schools, hereby requests the Board Approve Renewing Bid No. 23-968-02 RN for Electrical Repairs and Services and authorize the purchase for an estimated annual spending amount of \$200,000.00

This contract is utilized by various Cost Centers and Sites throughout the District.

My Contact

Director of Maintenance
Joseph Rychcik
8008 Mobley Road
Brooksville, Florida 34601
352-797-7071

2023-28 Strategic Focus Area

Priority 5: Fiscal Transparency and Capital Planning

Financial Impact

See attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

PURCHASING AGENDA ITEM

Hernando County School District

School Board Approval Meeting:

August 13, 2024

Bid No. 23-968-02 RN

Bid Title: Electrical Repairs & Services

Recommend approval of this agenda item under the specific category below:

- | | | | |
|---|---|---|---|
| <input type="checkbox"/> Lowest Bid(s) | <input type="checkbox"/> Request for Proposal(s) | <input type="checkbox"/> Low Bid(s) Meeting Specification | <input type="checkbox"/> Rejection/Cancellation |
| <input type="checkbox"/> Revised Award | <input checked="" type="checkbox"/> Renewal of Contract | <input type="checkbox"/> Sole Source | <input type="checkbox"/> Re-Award (Partial/Whole) |
| <input type="checkbox"/> Bid Termination | <input type="checkbox"/> Revisions/Amendments to Bid | <input type="checkbox"/> Bid Extension | <input type="checkbox"/> Emergency |
| <input type="checkbox"/> Reversed Auction | <input type="checkbox"/> Piggyback Cooperative | | |

Bid Contract Period:

08/16/2024 through 08/15/2025

N/A – One Time Purchase

Contract Type:

Estimated
Dollar Amount

Firm, Fixed
Dollar Amount

Firm, Fixed
Unit Prices

Firm, Fixed Unit Prices,
Hourly Rates, Fees and/or
Percentages

Renewal Options:

No. of Terms
Remaining
2

Length of
Each Term (month)

Length of
Each Term (year)
1

None

Rationale/Reason:

Bidders Electronically
Downloaded From Bidnet
Direct Website:

Bids Received:

No Bids:

Late Bids:

Rejected Bids:

N/A – Bids Not
Required: Renewal

Submitted By:

Christopher Reckner
Director of Purchasing & Warehousing

School(s): District Wide

Requested By:

Joseph Rychcik
Director of Maintenance

Department(s): Support Operations

Recommended award, description of items and prices: (See attached)

T/C CODE: 2302

This tabulation establishes a contract with licensed electrical contractors to provide firm, fixed, hourly labor rates for services and firm percentage (%) rates for parts, supplies and materials (unless materials provided by the district), for anticipated projects district-wide, on an as-needed basis. Projects associated with this bid shall not exceed \$200,000.00.

Base 3, LLC dba Gibson Electric

Description	Rate
1. Labor Rates (Straight Time) During Normal or Regular Business Hours Monday - Friday, 7:00 AM to 4:00 PM:	
Foreman w/Truck	\$ 65.00/Hour
Supervisor w/Truck	\$ 75.00/Hour
Journeyman	\$ 65.00/Hour
Helper	\$ 55.00/Hour
2. Labor Rates Schools not in Session, Nights, Weekends & Holidays:	
Foreman w/Truck	\$ 65.00/Hour
Supervisor w/Truck	\$ 75.00/Hour
Journeyman	\$ 65.00/Hour
Helper	\$ 55.00/Hour
3. Subcontractor - Percentage Mark-Up If your company utilizes the services of a subcontractor for a particular project or portion thereof, indicate a percentage mark-up which would be added to their cost. This cost mark-up will be included on your quote and invoice for payment to the district. A copy of the subcontractor's invoice may be requested for verification purposes at any time and when requests for payments are deemed excessive. <i>Note: Subcontractor's services are only allowed with prior written authorization from the Maintenance and/or Facilities Department (per project).</i>	20 %
4. Materials & Supplies – Percentage Mark-Up Indicate your percentage mark-up on manufacturer's list price for parts, supplies & materials, regardless of the manufacturer	20 %
5. Equipment Rental – Percentage Mark-Up Indicate your percentage mark-up on the cost of rental equipment that may be needed for certain projects. A copy of the rental invoice may be requested for verification purposes at any time and when requests for payments are deemed excessive. <i>The use of rental equipment is only allowed with the authorization from the Maintenance and/or Facilities Department (per project).</i>	20 %

Warranty: Workmanship – 1 Year
 Equipment/Materials/Supplies – 1 Year

Contact Information:

Nick Moreno
 (352) 351-0145
nmoreno@geflorida.com

J.F. Electric, LLC

Description	Rate
1. Labor Rates (Straight Time) During Normal Or Regular Business Hours Monday - Friday, 7:00 AM to 4:00 PM:	
Foreman w/Truck	\$ 70.00/Hour
Supervisor w/Truck	\$ 70.00/Hour
Journeyman	\$ 70.00/Hour
Helper	\$ 70.00/Hour
2. Labor Rates Schools not in Session, Nights, Weekends & Holidays:	
Foreman w/Truck	\$ 105.00/Hour
Supervisor w/Truck	\$ 105.00/Hour
Journeyman	\$ 105.00/Hour
Helper	\$ 105.00/Hour
3. Subcontractor - Percentage Mark-Up If your company utilizes the services of a subcontractor for a particular project or portion thereof, indicate a percentage mark-up which would be added to their cost. This cost mark-up will be included on your quote and invoice for payment to the district. A copy of the subcontractor's invoice may be requested for verification purposes at any time and when requests for payments are deemed excessive. <i>Note: Subcontractor's services are only allowed with prior written authorization from the Maintenance and/or Facilities Department (per project).</i>	20 %
4. Materials & Supplies – Percentage Mark-Up Indicate your percentage mark-up on manufacturer's list price for parts, supplies & materials, regardless of the manufacturer	20 %
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Warranty: Workmanship - 1 Year
 Equipment/Materials/Supplies - 1 Year (or per manufacturer up to 5 years)
 Lighting from Tamlight - 5 years

Contact Information:

John Ferrara
 (352) 585-0469
Jfelectric52@yahoo.com

McLeod Electric of Brooksville, Inc.

Description	Rate
1. Labor Rates (Straight Time) During Normal Or Regular Business Hours Monday - Friday, 7:00 AM to 4:00 PM:	
Foreman w/Truck	\$ 45.00/Hour
Supervisor w/Truck	\$ 50.63/Hour
Journeyman	\$ 41.63/Hour
Helper	\$ 33.75/Hour
2. Labor Rates Schools not in Session, Nights, Weekends & Holidays:	
Foreman w/Truck	\$ 56.25/Hour
Supervisor w/Truck	\$ 63.29/Hour
Journeyman	\$ 52.04/Hour
Helper	\$ 42.19/Hour
3. Subcontractor - Percentage Mark-Up If your company utilizes the services of a subcontractor for a particular project or portion thereof, indicate a percentage mark-up which would be added to their cost. This cost mark-up will be included on your quote and invoice for payment to the district. A copy of the subcontractor's invoice may be requested for verification purposes at any time and when requests for payments are deemed excessive. <i>Note: Subcontractor's services are only allowed with prior written authorization from the Maintenance and/or Facilities Department (per project).</i>	12 %
4. Materials & Supplies – Percentage Mark-Up Indicate your percentage mark-up on manufacturer's list price for parts, supplies & materials, regardless of the manufacturer	18 %
5. Equipment Rental – Percentage Mark-Up Indicate your percentage mark-up on the cost of rental equipment that may be needed for certain projects. A copy of the rental invoice may be requested for verification purposes at any time and when requests for payments are deemed excessive. <i>The use of rental equipment is only allowed with the authorization from the Maintenance and/or Facilities Department (per project).</i>	12 %

Warranty: Workmanship – 1 Year
 Equipment/Materials/Supplies – 1 Year

Contact Information:

Robert "Bob" Garcia
 (352) 585-1291
mcleod.electric@yahoo.com

MCS of Tampa, Inc.

Description	Rate
1. Labor Rates (Straight Time) During Normal Or Regular Business Hours Monday - Friday, 7:00 AM to 4:00 PM:	
Foreman w/Truck	\$ 75.00/Hour
Supervisor w/Truck	\$ 75.00/Hour
Journeyman	\$ 50.00/Hour
Helper	\$ 50.00/Hour
2. Labor Rates Schools not in Session, Nights, Weekends & Holidays:	
Foreman w/Truck	\$ 75.00/Hour
Supervisor w/Truck	\$ 75.00/Hour
Journeyman	\$ 50.00/Hour
Helper	\$ 50.00/Hour
3. Subcontractor - Percentage Mark-Up If your company utilizes the services of a subcontractor for a particular project or portion thereof, indicate a percentage mark-up which would be added to their cost. This cost mark-up will be included on your quote and invoice for payment to the district. A copy of the subcontractor's invoice may be requested for verification purposes at any time and when requests for payments are deemed excessive. <i>Note: Subcontractor's services are only allowed with prior written authorization from the Maintenance and/or Facilities Department (per project).</i>	10 %
4. Materials & Supplies – Percentage Mark-Up Indicate your percentage mark-up on manufacturer's list price for parts, supplies & materials, regardless of the manufacturer	15 %
5. Equipment Rental – Percentage Mark-Up Indicate your percentage mark-up on the cost of rental equipment that may be needed for certain projects. A copy of the rental invoice may be requested for verification purposes at any time and when requests for payments are deemed excessive. <i>The use of rental equipment is only allowed with the authorization from the Maintenance and/or Facilities Department (per project)</i>	10 %

Warranty: Workmanship – 1 Year
 Equipment/Materials/Supplies – 1 Year

Contact Information:

Chris Clark
 (813) 865-1051
 cclark@mcssoftampa.com

Suncoast Electric, LC

Description	Rate
1. Labor Rates (Straight Time) During Normal Or Regular Business Hours Monday - Friday, 7:00 AM to 4:00 PM:	
Foreman w/Truck	\$ 95.00/Hour
Supervisor w/Truck	\$ 95.00/Hour
Journeyman	\$ 85.00/Hour
Helper	\$ 60.00/Hour
2. Labor Rates Schools not in Session, Nights, Weekends & Holidays:	
Foreman w/Truck	\$ 142.50/Hour
Supervisor w/Truck	\$ 142.50/Hour
Journeyman	\$ 127.50/Hour
Helper	\$ 90.00/Hour
3. Subcontractor - Percentage Mark-Up If your company utilizes the services of a subcontractor for a particular project or portion thereof, indicate a percentage mark-up which would be added to their cost. This cost mark-up will be included on your quote and invoice for payment to the district. A copy of the subcontractor's invoice may be requested for verification purposes at any time and when requests for payments are deemed excessive. <i>Note: Subcontractor's services are only allowed with prior written authorization from the Maintenance and/or Facilities Department (per project).</i>	10 %
4. Materials & Supplies – Percentage Mark-Up Indicate your percentage mark-up on manufacturer's list price for parts, supplies & materials, regardless of the manufacturer	10 %
5. Equipment Rental – Percentage Mark-Up Indicate your percentage mark-up on the cost of rental equipment that may be needed for certain projects. A copy of the rental invoice may be requested for verification purposes at any time and when requests for payments are deemed excessive. <i>The use of rental equipment is only allowed with the authorization from the Maintenance and/or Facilities Department (per project)</i>	10 %

Warranty: Workmanship – 1 Year
 Equipment/Materials/Supplies – 1 Year

Contact Information:

Mark Schneegas
 (352) 573-1214
suncoastelectric@hotmail.com

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name _____										
Account Number _____										
		<u>Fund</u>	<u>Function</u>	<u>Object</u>	<u>Cost Center</u>	<u>Project</u>	<u>Sub Project</u>			
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____

Account Name _____										
Account Number _____										
		<u>Fund</u>	<u>Function</u>	<u>Object</u>	<u>Cost Center</u>	<u>Project</u>	<u>Sub Project</u>			
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____

B. Item Currently Not Budgeted -**

Funding Source	<u>2024-2025 General Fund Maintenance Electricians Repairs & Maintenance Account</u>					
Account Name	<u>2024-2025 General Fund Maintenance Electricians Repairs & Maintenance Account</u>					
Account Number	<u>1100 E</u>	<u>8100</u>	<u>3500</u>	<u>9508</u>	<u>49500</u>	<u>Sub Project</u>
	<u>Fund</u>	<u>Function</u>	<u>Object</u>	<u>Cost Center</u>	<u>Project</u>	
Amount	\$ <u>17,500.00</u>					

Funding Source	<u>2024-2025 Capital Remodeling Account</u>					
Account Name	<u>2024-2025 Capital Remodeling Account</u>					
Account Number	<u>3XX</u>	<u>7400</u>	<u>6800</u>	<u>9500/9009</u>	<u>M200</u>	<u>Sub Project</u>
	<u>Fund</u>	<u>Function</u>	<u>Object</u>	<u>Cost Center</u>	<u>Project</u>	
Amount	\$ <u>182,500.00</u>					

C. History

Check one:
Prior Year Budget:
New for Current Year:

Prior Year Approved Budget: 329,588.71
 Prior Year Actual Spent: 329,588.71

** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT**



Hernando School District

School Board Regular Meeting

Agenda Item # 10. 25-2480

8/13/2024

Title and Board Action Requested

Award Bid #2024-DSPMS-002, Roof and Soffit Replacement for DS Parrott Middle School, to Ryman Roofing, Inc., and approve the contract and the purchase of construction goods and services for \$2,323,400.00 using Half-Cent funds.

Executive Summary

The Director of Facilities & Construction, on behalf of the Superintendent of Schools, hereby requests the Board award Bid #2024-DSPMS-002, Roof and Soffit Replacement for DS Parrott Middle School, to Ryman Roofing, Inc., and approve the contract and the purchase of construction goods and services for \$2,323,400.00 using Half-Cent funds.

My Contact

Brian Ragan
Director of Facilities & Construction
ragan_b@hcsb.k12.fl.us
352-797-7050

2023-28 Strategic Focus Area

Priority 3: Safe and Healthy Learning Environment

Financial Impact

See attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

ADVERTISEMENT FOR BIDS

PROJECT NAME: D.S. Parrott Middle School Roof and Soffit Replacement

PROJECT ADDRESS: 19220 Youth Drive
Brooksville, FL 34601

OWNER: HERNANDO COUNTY SCHOOL BOARD
919 Broad Street
Brooksville, FL 34601

ESTIMATED COST: \$3,300,000 (Including alternates)

PROJECT DESCRIPTION: Roof and Soffit Replacement

BID DATE: Sealed Bids are due from PRE-QUALIFIED **General Contractors and Roofing Contractors** on **Monday June 24, 2024 3:00PM** at the Facilities & Construction Department, Hernando County School Board, 8016 Mobley Rd., Brooksville, FL 34601, where they will be publicly opened and read aloud. Late bids will be considered non-responsive. Sealed bids shall clearly display the Project Name, Project Address, and Owner's name and address. When required by the Bid Documents, bids shall contain a bid bond or other bid security in the amount of 5% of the base bid.

Drawings and Specifications may be viewed and/or downloaded as Adobe.pdf files through the internet, free of charge, by contacting the Design Professional shown below and obtaining the internet link needed to access the project information. **All prospective bidders must register as a plan-holder with the Design Professional shown below**, to be notified by email of any future announcements or addenda which may affect bidding for this project.

In addition, prospective bidders are encouraged to register on the school district's BidNet Direct web page at www.bidnetdirect.com/florida/hermandoschools to receive information related to this bid.

Only full sets will be issued and can be obtained on the initial publishing date of this advertisement, by emailing a request to:

Sherry Newsome
PBA Design Group
2742 Jason Street – Tampa, FL 33619
SNewsome@PBADesignGroup.com
(813) 626-2540

No partial sets will be issued; no sets will be issued to sub-bidders by the Design Professional.

Prospective bidders or their representatives are required to attend a **MANDATORY PRE-BID MEETING** at the Project Address on **Thursday May 30, 2024 10:00AM**. Existing conditions may be observed immediately afterward. **The last day for prospective bidders to submit questions is Thursday, June 13, 2024.**

The Design Professional will conduct the meeting and the Owner will review the eligibility of prospective bidders. **Prospective bidders who have not contracted with the School Board within two years prior to the scheduled bid opening date are encouraged to bring a completed Contractor's Qualification Statement (AIA Form A305) to this meeting.**

The Hernando County School Board reserves the right to waive any minor irregularities and technicalities. Bidders are hereby notified that failure to file a bid protest within the time and manner prescribed by the Florida Statutes shall constitute a waiver of any right to protest the award.

Published in the Tampa Bay Times: **5/12/2024, 5/19/2024, and 5/26/2024**



PUBLIC BID Meeting-SIGN-IN SHEET
 Job TITLE: *D.S Parrott Middle School Roof & Soffit Replacement*
 Project NUMBER:
 DATE & TIME: *06/24/2024 3:00 PM*

ATTENDEE		REPRESENTING	
PRINTED NAME	SIGNATURE	COMPANY NAME	TELEPHONE
<i>John Williams</i>	<i>[Signature]</i>	<i>HCSB</i>	
<i>HOWARD PIPER</i>	<i>[Signature]</i>	<i>PBA</i>	<i>813 610 0105</i>
<i>Edith Gutierrez</i>	<i>[Signature]</i>	<i>HCSB</i>	
<i>Richard Oakley</i>	<i>[Signature]</i>	<i>HCSB</i>	<i>(352)-238-0606</i>
<i>Brian Raza</i>	<i>[Signature]</i>	<i>HCSB</i>	
<i>Jayson Stumpf</i>	<i>[Signature]</i>	<i>Kyman Roofing</i>	<i>813-593-1432</i>



PUBLIC BID OPENING – BID TABULATION

BID TITLE: D.S. Parrott Middle School - Roof Replacement

BID NUMBER: Rebid

DATE & TIME: 24 th June 2024 @ 3:00 PM

BIDDER'S NAME	BID BOND (Y/N)	ALL ADDEN. (Y/N)	BASE BID	ALTERNATES (ADDED TO OR DEDUCTED FROM BASE BID)				
				Alt #1	Alt #2	Alt 3a	Alt 3b	Alt 3c
Newman Construction	Y	Y	\$2,951,909.72	\$857,745.64	\$764,017.21	(\$597,901.20)	(\$300,067.24)	(\$233,958.66)
Ryman Construction	Y	Y	\$2,323,400.00	\$1,109,850.00	\$1,099,987.00	(\$232,596.00)	(\$99,406.00)	(\$112,764.00)

Opened and read aloud by: Richard Oakley Richard Oakley
(Printed Name) (Signature)

Witnessed and tabulated by: Edith Gutierrez Edith Gutierrez
(Printed Name) (Signature)

No. of bids solicited: 6
No. of bids received: 2
No. of late bids: 0
No. of declined bids: 0



AR97270

June 27, 2024

Mr. John Williams, AIA
Manager Design and Construction
Hernando School District
8016 Mobley Rd.
Brooksville, FL 34601

Re: Recommendation for Board Approval
Partial Roof Replacement
D S Parrott Middle School
19220 Youth Dr.
Brooksville, FL 34601

Via Email

Dear Mr. Williams:

PBA Design Group has tabulated bids for the D S Parrott Middle School Partial Roof Replacement project and recommends that the Hernando School District Board approve the low bidder Ryman Roofing to complete the project for a base bid amount of \$2,323,400 for Building 1 only using the base bid prefinished aluminum roofing system. Please see contractor bid totals below.

Ryman Roofing	\$2,323,400.00 (Apparent Low Bidder)
Newman Construction	\$2,957,909.72

Sincerely,
PBA Design Group, Inc.

A handwritten signature in blue ink that reads "H. Howard Piper".

Howard Piper
PBA Design Group, Inc.
2742 Jason St.
Tampa, FL 33619
(O) 813-626-2540
Cell 813-610-0105
hpiper@pbadesigngroup.com

Cc: (Electronic) Brian Ragan, Jim Lipsey, Richard Oakley, Jimmy Beckham, Jill Edwards, Sergio Flores
Projects/2023 Parrott MS/Recommendation for Board Approval 6/27/2024

The School District of Hernando County, Florida
FACILITIES & CONSTRUCTION DEPARTMENT
919 N. Broad Street
Brooksville, FL 34601
Phone: (352) 797-7050
Fax: (352) 797-7150



HERNANDO
SCHOOL DISTRICT

Learn it. Love it. Live it.

Superintendent: Ray Pinder
Board Chairperson: Linda Prescott
Vice Chairperson: Susan Duval
Board Members: Mark Johnson
Gus Guadagnino
Shannon Rodriguez

NOTICE OF INTENT TO AWARD

The Hernando County School Board, represented by the undersigned, has considered the Proposals submitted for the work described herein:

SCHOOL / SITE: D.S. Parrott Middle School DATE: 07/01/2024

PROJECT NAME: Roof and Sofft Replacement

CONTRACTOR: Ryman Roofing, Inc.

ADDRESS: 36413 State Road 54
Zephyrhills, Florida 33541

PROPOSAL: \$2,323,400.00
(Dollar amount in numerals)

Two Million Three Hundred Twenty Three Thousand Four Hundred Dollars

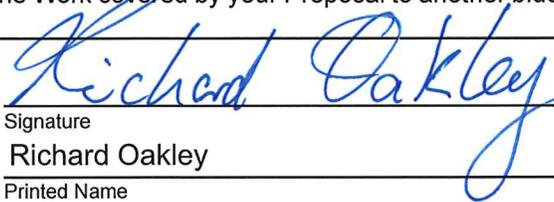
(Dollar amount in words)

TO THE CONTRACTOR NAMED HEREIN: Your Proposal, deemed to be in the best interest of the Hernando County School Board, is hereby accepted, pending final execution of the agreement.

You are required, as applicable, to execute the approved Agreement and to furnish the Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance within ten (10) days from the date of this Notice.

Your failure to execute said Agreement or to furnish said Bonds and Insurance, within ten (10) days from the date of this Notice, shall entitle the Hernando County School Board to: 1) Retain as liquidated damages the entire amount of the Bid Security submitted with your Proposal, 2) Consider as relinquished your rights arising from our acceptance of your Proposal, and 3) Award the Work covered by your Proposal to another bidder, or to re-advertise the Project.

BY:



Signature

Richard Oakley

Printed Name

Project Manager

Title

Notice is hereby given of the District's Intent to Award as indicated above. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

It is the policy of the Hernando County School District not to illegally discriminate or allow its employees to illegally discriminate on the basis of race, color, religion, national origin, age, sex, marital status, disability or GINA in its educational programs or employment practices.

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Thirteenth day of August in the year Two Thousand Twenty-four
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Hernando County School District
8016 Mobley Road
Brooksville, FL 34601

and the Contractor:
(Name, legal status, address and other information)

Ryman Roofing, Inc.
36413 FL-54
Zephyrhills, FL 33541

for the following Project:
(Name, location and detailed description)

D.S. Parrott Middle School Roof and Soffit Replacement
D. S. Parrott Middle School
19220 Youth Drive
Brooksville, FL 34601
Roof replacement and related work

The Architect:
(Name, legal status, address and other information)

PBA Design Group
2742 Jason Street
Tampa, FL 33619

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1903392118)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

Not later than One-hundred fifty (150) calendar days from the date of commencement of the Work.

By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	N/A

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Million Three Hundred Twenty-three Thousand Four Hundred Dollars and Zero Cents (\$ 2,323,400.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
NONE	N/A

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
N/A	N/A	

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
Owner's Contingency	Eighty-thousand dollars (\$80,000.00)

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Unit Price 01	LF	\$5.50
Unit Price 02	LF	\$6.50
Unit Price 03	LF	\$5.50
Unit Price 04	SF	\$6.75
Unit Price 05	EA	\$658.07
Unit Price 06	LF	\$35.53
Unit Price 07	SF	\$6.50
Unit Price 08	SF	\$36.00

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Three-hundred dollars (\$300.00) per calendar day

§ 4.6 Other:

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(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

The twenty-fifth (25th) day of the month

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

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(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Retainage shall not be reduced prior to Substantial Completion.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Within 10 days following Final Acceptance at a regularly scheduled School Board meeting.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

2 % Two percent

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

The Owner shall pay reasonable and documented costs only for that portion of Work completed at the time of termination, as determined by the Architect/Engineer of Record. Such costs shall be based on a subsequent Schedule of Values approved by the Architect/Engineer of Record.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:
(Name, address, email address, and other information)

Brian Ragan
8016 Mobley Rd.
Telephone Number: 3527977050

Email Address: ragan_b@hcsb.k12.fl.us

§ 8.3 The Contractor’s representative:
(Name, address, email address, and other information)

Kevin Ryman

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User Notes:

Init.

36413 FL-54
Zephyrhills, FL 33541

Email Address: kevin@rymanconstruction.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article I of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
See attached EXHIBIT B	Enumeration of Drawings	March 29, 2024

.6 Specifications

Section	Title	Date	Pages
Project Manual	DS Parrott Middle School Roof & Soffit Replacement	March 29, 2024	252

.7 Addenda, if any:

Number	Date	Pages
One	May 20 th , 2024	14



Two	June 5 th , 2024	9
Three	June 17 th , 2024	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
AIA A201-2017	General Conditions of the Contract for Construction	2017	39

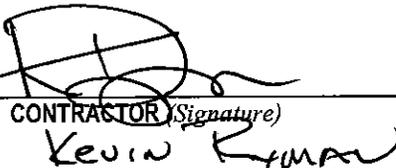
.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

- EXHIBIT A - AIA Insurance and Bonds
- EXHIBIT B - Enumeration of Drawings
- EXHIBIT C - HCSB Contractor's Insurance and Bond Requirements
- EXHIBIT D - HCSB Standard Addendum to Agreements
- EXHIBIT E - HCSB Conflict of Interest Form

This Agreement entered into as of the day and year first written above.

 OWNER (Signature)

 (Printed name and title)



 CONTRACTOR (Signature)

 (Printed name and title)



Additions and Deletions Report for

AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 07:57:00 ET on 07/17/2024.

PAGE 1

AGREEMENT made as of the Thirteenth day of August in the year Two Thousand Twenty-four

...

Hernando County School District
8016 Mobley Road
Brooksville, FL 34601

...

Ryman Roofing, Inc.
36413 FL-54
Zephyrhills, FL 33541

...

D.S. Parrott Middle School Roof and Soffit Replacement
D. S. Parrott Middle School
19220 Youth Drive
Brooksville, FL 34601
Roof replacement and related work

...

PBA Design Group
2742 Jason Street
Tampa, FL 33619

PAGE 2

A date set forth in a notice to proceed issued by the Owner.

PAGE 3

Not later than One-hundred fifty (150) calendar days from the date of commencement of the Work.

...

N/A

N/A

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Million Three Hundred Twenty-three Thousand Four Hundred Dollars and Zero Cents (\$ 2,323,400.00), subject to additions and deductions as provided in the Contract Documents.

...

NONE N/A

...

N/A N/A

...

Owner's Contingency Eighty-thousand dollars (\$80,000.00)

...

<u>Unit Price 01</u>	<u>LF</u>	<u>\$5.50</u>
<u>Unit Price 02</u>	<u>LF</u>	<u>\$6.50</u>
<u>Unit Price 03</u>	<u>LF</u>	<u>\$5.50</u>
<u>Unit Price 04</u>	<u>SF</u>	<u>\$6.75</u>
<u>Unit Price 05</u>	<u>EA</u>	<u>\$658.07</u>
<u>Unit Price 06</u>	<u>LF</u>	<u>\$35.53</u>
<u>Unit Price 07</u>	<u>SF</u>	<u>\$6.50</u>
<u>Unit Price 08</u>	<u>SF</u>	<u>\$36.00</u>

...

Three-hundred dollars (\$300.00) per calendar day

PAGE 4

The twenty-fifth (25th) day of the month

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.

PAGE 5

Five percent (5%)

...

Retainage shall not be reduced prior to Substantial Completion.

...

Within 10 days following Final Acceptance at a regularly scheduled School Board meeting.

...

2 % Two percent

PAGE 6

Litigation in a court of competent jurisdiction

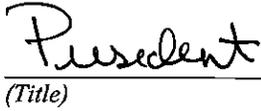
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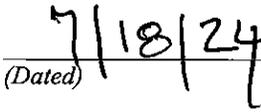
Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 07:57:00 ET on 07/17/2024 under Order No. 3104238935 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)


(Title)


(Dated)

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

D.S. Parrott Middle School Roof and Soffit Replacement
D. S. Parrott Middle School
19220 Youth Drive
Brooksville, FL 34601

THE OWNER:

(Name, legal status and address)

Hernando County School District,
8016 Mobley Road
Brooksville, FL 34601

THE ARCHITECT:

(Name, legal status and address)

PBA Design Group
2742 Jason Street
Tampa, FL 33619

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2	OWNER
3	CONTRACTOR
4	ARCHITECT
5	SUBCONTRACTORS
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7	CHANGES IN THE WORK
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10	PROTECTION OF PERSONS AND PROPERTY
11	INSURANCE AND BONDS
12	UNCOVERING AND CORRECTION OF WORK
13	MISCELLANEOUS PROVISIONS

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These

obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that 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, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made 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 promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional,

whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work,

provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be 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. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the



Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the 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 Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness 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 Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or 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.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 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 Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 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 Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. 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 correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

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§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;

- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities

proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the

procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and



approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or 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 Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated 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.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 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, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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Additions and Deletions Report for **AIA® Document A201® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:02:57 ET on 07/17/2024.

PAGE 1

D.S. Parrott Middle School Roof and Soffit Replacement
D. S. Parrott Middle School
19220 Youth Drive
Brooksville, FL 34601

...

Hernando County School District,
8016 Mobley Road
Brooksville, FL 34601

...

PBA Design Group
2742 Jason Street
Tampa, FL 33619

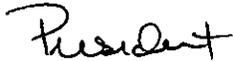
Certification of Document's Authenticity

AIA® Document D401™ – 2003

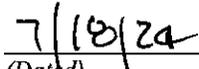
I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:02:57 ET on 07/17/2024 under Order No. 3104238935 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)



(Title)



(Dated)

AIA[®] Document A101[®] – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Thirteenth day of August in the year Two Thousand Twenty-four (In words, indicate day, month and year.)

for the following PROJECT:
(Name and location or address)

D.S. Parrott Middle School Roof and Soffit Replacement
D. S. Parrott Middle School
19220 Youth Drive
Brooksville, FL 34601

THE OWNER:
(Name, legal status and address)

Hernando County School District
8016 Mobley Road
Brooksville, FL 34601, Other

THE CONTRACTOR:
(Name, legal status and address)

Ryman Roofing, Inc.
36413 FL-54
Zephyrhills, FL 33541

TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201TM-2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201[®]-2017, General Conditions of the Contract for Construction. Article 11 of A201[®]-2017 contains additional insurance provisions.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner’s usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder’s risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner’s property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit
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§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect’s and Contractor’s services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
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§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner’s occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure

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against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

- § A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

- § A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

- § A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

- § A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

- § A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

- § A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

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§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

§ A.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

§ A.2.5.2 Other Insurance
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits
Per Exhibit C	Per Exhibit C

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

Contractor shall maintain insurance as required by Exhibit C HCSB Contractor's Insurance & Bond Requirements

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One-million dollars (\$ 1,000,000) each occurrence, Two-million dollars (\$ 2,000,000) general aggregate, and Two-million dollars (\$ 2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

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- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One-million dollars (\$ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

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§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

Contractor shall maintain insurance as required by Exhibit C HCSB Contractor's Insurance & Bond Requirements

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
- (Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

Contractor shall maintain insurance as set forth in "Exhibit C - Construction Contractor's Insurance and Bond Requirements." If there are conflicts between requirements in this Exhibit A and Exhibit C, the most stringent requirement shall apply

- § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.
- § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the

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Contractor and used on the Project, including scaffolding and other equipment.

[] **§ A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
----------	--------

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	100% of Contract Sum
Performance Bond	100% of Contract Sum

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Contractor shall maintain insurance as set forth in "Exhibit C - Construction Contractor's Insurance and Bond Requirements." If there are conflicts between requirements in this Exhibit A and Exhibit C, the most stringent requirement shall apply

Additions and Deletions Report for AIA® Document A101® – 2017 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:02:10 ET on 07/17/2024.

PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Thirteenth day of August in the year Two Thousand Twenty-four

...

D.S. Parrott Middle School Roof and Soffit Replacement
D. S. Parrott Middle School
19220 Youth Drive
Brooksville, FL 34601

...

(Name, legal status and address)

Hernando County School District
8016 Mobley Road
Brooksville, FL 34601, Other

...

(Name, legal status and address)

Ryman Roofing, Inc.
36413 FL-54
Zephyrhills, FL 33541

PAGE 4

[X] § A.2.5.2 Other Insurance

...

Per Exhibit C

Per Exhibit C

...

Contractor shall maintain insurance as required by Exhibit C HCSB Contractor's Insurance & Bond Requirements

...

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One-million dollars (\$ 1,000,000) each occurrence, Two-million dollars (\$ 2,000,000)

general aggregate, and Two-million dollars (\$ 2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

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§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One-million dollars (\$ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

PAGE 6

Contractor shall maintain insurance as required by Exhibit C HCSB Contractor's Insurance & Bond Requirements

...

§ A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

...

Contractor shall maintain insurance as set forth in "Exhibit C - Construction Contractor's Insurance and Bond Requirements." If there are conflicts between requirements in this Exhibit A and Exhibit C, the most stringent requirement shall apply

PAGE 7

Payment Bond	<u>100% of Contract Sum</u>
Performance Bond	<u>100% of Contract Sum</u>

...

Contractor shall maintain insurance as set forth in "Exhibit C - Construction Contractor's Insurance and Bond Requirements." If there are conflicts between requirements in this Exhibit A and Exhibit C, the most stringent requirement shall apply



D.S. PARROTT MIDDLE SCHOOL

19220 YOUTH DRIVE
BROOKSVILLE, FLORIDA 34601

ROOF AND SOFFIT REPLACEMENT 100% CONSTRUCTION DOCUMENTS

MARCH 29, 2024



**HERNANDO
SCHOOL DISTRICT**

Learn it. Love it. Live it.

919 NORTH BROAD STREET
BROOKSVILLE, FLORIDA 34604

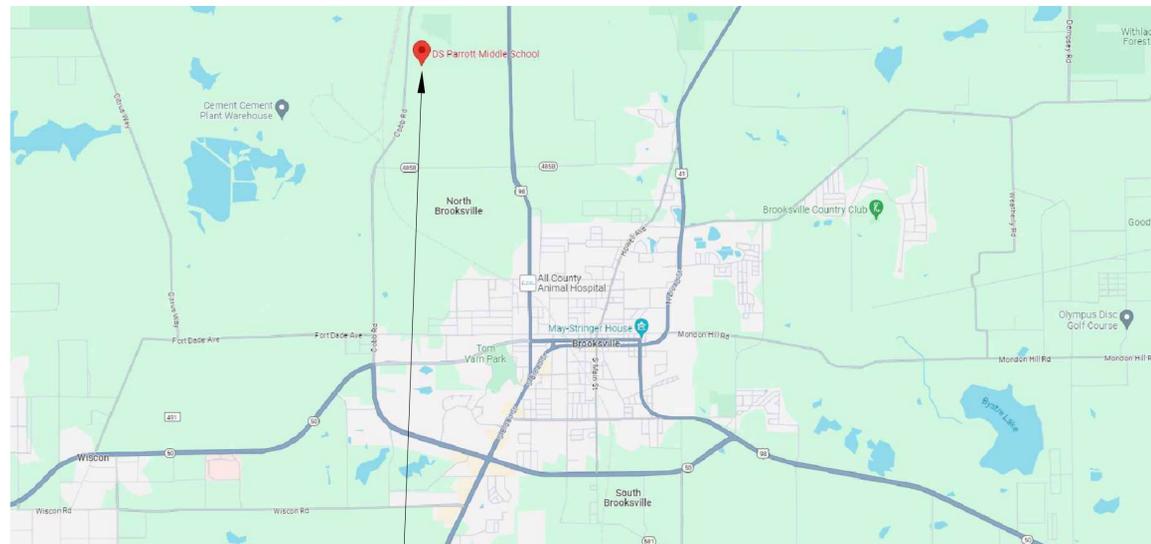


BOARD MEMBERS:

- DISTRICT #1: MARK JOHNSON
- DISTRICT #2: LINDA PRESCOTT (CHAIRPERSON)
- DISTRICT #3: SHANNON RODRIGUEZ
- DISTRICT #4: GUS GUADAGNINO
- DISTRICT #5: SUSAN DUVAL (VICE CHAIRPERSON)

SUPERINTENDENT:

JOHN STRATTON



PROJECT LOCATION

PROJECT CONSULTANTS



DYNAMIC ENGINEERING
DESIGN & INSPECTION
STRUCTURAL ENGINEER



PHOENIX ENGINEERING GROUP
ELECTRICAL ENGINEER

EXHIBIT B

SHEET INDEX	
SHEET NUMBER	SHEET TITLE
A0.0	COVER SHEET
A1.1	NOTES AND SPECIFICATIONS
A1.2	NOTES AND SPECIFICATIONS
A2.1	AERIAL PHOTOGRAPH OF SITE AND STAGING PLAN
A2.2	PHOTOGRAPHS OF EXISTING CONDITIONS
A2.3	PHOTOGRAPHS OF EXISTING CONDITIONS
A2.4	PHOTOGRAPHS OF EXISTING CONDITIONS
A2.5	PHOTOGRAPHS OF EXISTING CONDITIONS
A2.6	PHOTOGRAPHS OF EXISTING CONDITIONS
A2.7	PHOTOGRAPHS OF EXISTING CONDITIONS
A2.8	PHOTOGRAPHS OF EXISTING CONDITIONS
A3.1	OVERALL ROOF DIMENSION PLAN
A4.1	EXISTING AND DEMOLITION CONSTRUCTION ROOF PLAN
A4.2	EXISTING AND DEMOLITION CONSTRUCTION ROOF PLAN
A4.3	EXISTING AND DEMOLITION CONSTRUCTION ROOF PLAN
A4.4	EXISTING AND DEMOLITION CONSTRUCTION ROOF PLAN
A5.1	NEW CONSTRUCTION ROOF PLAN
A5.2	NEW CONSTRUCTION ROOF PLAN
A5.3	NEW CONSTRUCTION ROOF PLAN
A5.4	NEW CONSTRUCTION ROOF PLAN
A6.1	ROOF DETAILS
A6.2	ROOF DETAILS
A6.3	ROOF DETAILS
A6.4	ROOF DETAILS
A6.5	ROOF DETAILS
A6.6	ROOF DETAILS
A6.7	ROOF DETAILS
A6.8	ROOF DETAILS
A6.9	ROOF DETAILS
S-1.01	WIND ZONE PLAN BUILDING 01
S-1.02	WIND ZONE PLAN BUILDING 02, 02A & 03
E1	ELECTRICAL LEAD IN SHEET
E2	LIGHTNING PROTECTION - SITE PLAN
E3	LIGHTNING PROTECTION - MAIN BUILDING - WEST
E4	LIGHTNING PROTECTION - MAIN BUILDING - EAST
E5	LIGHTNING PROTECTION - CAFETERIA
E6	LIGHTNING PROTECTION - GYM
E7	ELECTRICAL DETAILS

D.S. PARROTT MIDDLE SCHOOL
ROOF AND SOFFIT REPLACEMENT
100% CONSTRUCTION DOCUMENTS

19220 YOUTH DR. BROOKSVILLE, FLORIDA 34601

ISSUE RECORD:



(C) THESE DRAWINGS & THEIR CONTENTS ARE THE SOLE PROPERTY OF PBA DESIGN GROUP, INC.
USE OR COPY OF ALL OR ANY PORTIONS IS BY CONTRACT ONLY. UNAUTHORIZED USE WILL BE PROSECUTED.
PBA DESIGN GROUP, INC.

No.	Description	Date

SHEET NO.

A0.0

Date MARCH 29, 2024

COVER SHEET

Scale: AS NOTED

CONSTRUCTION CONTRACTOR’S INSURANCE AND BOND REQUIREMENTS

A. GENERAL

1. The Contractor shall procure and maintain all insurance requirements and limits, as set forth below, at his or her own expense, until completion of the project or as specified herein. The Contractor shall continue to provide evidence of such coverage to Hernando County School Board on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement. All below insurance policies shall include a provision preventing cancellation without thirty (30) days’ prior notice by certified mail. A completed Certificate of Insurance shall be filed with the Facilities & Construction Representative within ten (10) days after the date of the Notice of Award, said Certificate to specifically Owner the inclusion of the coverages and provisions set forth herein and shall Owner whether the coverage is “claims made” or “per occurrence”.

B. COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

1. This insurance must protect the Contractor from all claims for bodily injury, including death and all claims for destruction of or damage to property (other than the Work itself), arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or by any Subcontractor under him or anyone directly or indirectly employed by the Contractor or by a Subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form.

a. General Aggregate	\$2,000,000
b. Products – Completed Operations Aggregate	\$2,000,000
c. Each Occurrence	\$1,000,000
d. Personal Injury	\$1,000,000

2. The following coverages shall be included in the CGL:
 - a. Per project general aggregate (CG 25 03 or similar)
 - b. Additional Insured status in favor of the Hernando County School Board and any other parties as outlined in The Contract and must include both ONGOING Operations AND COMPLETED Operations per CG 20 10 10/01 and CG 20 37 10/01 or equivalent as permitted by law.
 - c. The policy shall be endorsed to be primary and non-contributory with any insurance maintained by Additional Insureds.
 - d. A waiver of Subrogation in favor of all Additional Insured parties.
 - e. Personal Injury Liability
 - f. Contractual Liability coverage to support indemnification obligation per Article 53.I
 - g. Explosion, collapse and underground (xcu)

CONSTRUCTION CONTRACTOR’S INSURANCE AND BOND REQUIREMENTS

3. The following exclusionary endorsements are prohibited in the CGL policy:
 - a. Damage to Work performed by Subcontract/Vendor (CG 22-94 or similar)
 - b. Contractual Liability Coverage Exclusion modifying or deleting the definition of an “insured contract” from the unaltered SO CG 0001 1001 policy from (CG 24 26 or similar)
 - c. If applicable to the Work to be performed: Residential or multi-family
 - d. If applicable to the Work to be performed: Exterior insulation finish systems
 - e. If applicable to the Work to be performed: Subsidence or Earth Movement

 4. The Contractor shall maintain general liability coverage including Products and Completed Operations insurance, and the Additional Insured with primary and non-contributory coverage as specified in this Contract for three (3) years after completion of the project.
- C. AUTOMOBILE LIABILITY INSURANCE – Includes business auto liability covering liability arising out of any auto (including owned, hired and non-owned autos).
1. Combined Bodily Injury and Property Damage Liability
 - a. Combined Single Limit (each accident): \$1,000,000

 - b. Coverages: Specific waiver of subrogation
- D. WORKERS' COMPENSATION INSURANCE
1. The Contractor shall procure and maintain Workers' Compensation Insurance at his or her own expense during the life of this Contract, including occupational disease provisions for all employees per statutory requirements. Policy shall contain a waiver of subrogation in favor of the Hernando County School Board.

 2. The Contractor shall also require each Subcontractor to furnish Workers' Compensation Insurance, including occupational disease provisions for all of the latter’s employees, and to the extent not furnished, the Contractor accepts full liability and responsibility for Subcontractor’s employees.

 3. In cases where any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under the Workers’ Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise protected.
- E. UMBRELLA LIABILITY INSURANCE – For construction projects exceeding \$10,000,000, provide the following coverage:

CONSTRUCTION CONTRACTOR’S INSURANCE AND BOND REQUIREMENTS

1. The Contractor shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in Section B-D above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in Sections above may be satisfied by the Contractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned.

- a. Each occurrence \$5,000,000
- b. Aggregate \$5,000,000

F. BUILDER’S RISK INSURANCE – For any construction project, provide the following coverage:

1. Unless waived in writing by the Facilities & Construction Representative, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder’s risk “all-risk” or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made and no person or entity other than the Owner has an insurable interest in the property, or the date of substantial completion specified on the fully signed and executed Certificate of Substantial Completion (AIA G704).
 - a. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub- subcontractors in the Project as named insureds.
 - b. All associated deductibles shall be the responsibility of the Contractor. Such policy may have a deductible clause but not to exceed ten thousand dollars (\$10,000.00).
 - c. Property insurance shall be on an “all risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect’s and Contractor’s services and expenses required as a result of such insured loss.
2. Contractor shall maintain Builders Risk coverage including partial use by Owner.

CONSTRUCTION CONTRACTOR'S INSURANCE AND BOND REQUIREMENTS

3. The Contractor shall waive all rights of subrogation as regards the Hernando County School Board and the Owner, its officials, its officers, its agents and its employees, all while acting within the scope and course of their employment For damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to the Work. The Contractor shall require all Subcontractors at any tier to similarly waive all such rights of subrogation and shall expressly include such a waiver in all subcontracts.
4. Upon request, the amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, the Contractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.
5. The Owner, shall have the power to adjust and settle any loss. Unless it is agreed otherwise, all monies received shall be applied first on rebuilding or repairing the destroyed or injured work.

G. POLLUTION LIABILITY INSURANCE

1. If Contractor is providing directly or indirectly work with pollution/environmental hazards, the Contractor must provide or cause those conducting the work to provide Pollution Liability Insurance coverage.
 - a. Pollution Liability policy must include contractual liability coverage.
 - b. Hernando County School Board must be included as additional insureds on the policy.
 - c. The policy limits shall be in the amount of \$1,000,000 with maximum deductible of \$25,000 to be paid by the Subcontractor/Vendor.

H. ADDITIONAL MISCELLANEOUS INSURANCE PROVISIONS – Certificates of Insurance and/or insurance policies required under this Contract shall be subject to the following stipulations and additional requirements:

1. Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Contractor;
2. If any of the said policies shall fail at any time to meet the requirements of the Contract Documents as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the Hernando County School Board, or be or cease to be in compliance with any stricter requirements of the Contract Documents, the Contractor shall promptly obtain a new policy, submit the same to the Owner and Owner Building Programs for approval if requested, and submit a

CONSTRUCTION CONTRACTOR'S INSURANCE AND BOND REQUIREMENTS

Certificate of Insurance as hereinbefore provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this Contract, in the sole discretion of the Hernando County School Board, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification;

3. All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Florida and acceptable to the Owner;
4. Receipt, review or acceptance by the Facilities & Construction Representative of any insurance policies or certificates of insurance required by this Contract shall neither be construed as a waiver nor relieve the Contractor from its obligation to meet the insurance requirements contained herein.

I. PAYMENT AND PERFORMANCE BOND

1. The Contractor shall procure surety bonds, from a company or companies lawfully authorized to issue surety bonds in the state of Florida and listed in the Federal Register of the U.S. Department of Treasury for Surety Companies Acceptable on Federal Bonds, as follows:
 - a. Before commencing the Work on any individual project having a Contract Sum of \$200,000 or more, the Contractor shall execute and record in the public records of Hernando County, Florida, a payment and performance bond. The bond must state on its front page:
 - i. The names, principal business addresses, and phone numbers of the Contractor, the surety, and the Owner
 - ii. The project number assigned by the Owner
 - iii. The bond number assigned by the surety
 - iv. A description of the project sufficient to identify it, such as a legal description or the street address of the property being improved, and a general description of the improvement
 - b. The amount of the bond shall equal the full amount of the Contract Sum.
 - c. The bond shall be conditioned upon the contractor's performance of the Work in the time and manner prescribed in the contract and promptly making payments to all persons who furnish labor, services, or materials for the Work provided for in the contract.

CONSTRUCTION CONTRACTOR'S INSURANCE AND BOND REQUIREMENTS

- d. A copy of the recorded bond shall be filed with the Facilities & Construction Representative prior to issuance of any payment.

- e. If, prior to completion of the Work, the Contractor receives a notice that the company or companies that issued the bond has lost or had revoked its license or authority to do business in Florida as a surety insurer, the Contractor shall, within ten (10) calendar days following receipt of such notice, execute and record in the public records a replacement payment and performance bond from a duly authorized surety. The amount of the replacement bond shall equal the full amount of the Contract Sum less the value of the Work in place and accepted at the time such bond is issued.

**STANDARD ADDENDUM TO AGREEMENTS WITH
THE HERNANDO COUNTY SCHOOL BOARD**

WHEREAS, the undersigned has entered into an Agreement or Contract (hereinafter Agreement) with the Hernando County School Board; and,

WHEREAS, the Agreement sets forth the general terms and conditions of the relationship between the parties; and,

WHEREAS, the undersigned acknowledges that the School Board is the contracting authority for the Hernando County School Board and there are certain standard contract terms expected to be in every agreement by the School Board; and,

WHEREAS, the undersigned hereby agrees that these standard terms are part of the Agreement with the School Board.

1. The Contractor hereby agrees to indemnify, defend and hold the School Board harmless from and against any and all damages of any nature whatsoever which are caused or materially contributed to by the negligent, reckless or intentional acts of the Indemnifying Party.

2. To the extent that the agreement requires the School Board to indemnify Contractor, it shall only be to the extent of the limits set forth in §768.28(5), Fla. Stat. and then only for the negligent or wrongful act or omission of any officer or employee of the School Board acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by §768.28(9), Fla. Stat. Notwithstanding the foregoing, the School Board intends to avail itself of the benefits of §768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the School Board's liability under this provision exceed the sum of the lesser of the following: (a) the amount paid by the School Board to Contractor or (b) the amounts identified as statutory limits pursuant to §768.28, Fla. Stat. if applicable. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

3. The parties agree to each pay their own attorneys' fees and costs relating to the negotiation of the Agreement and this Addendum and in relation to any action to enforce the terms of either document.

4. As may be applicable, all persons providing goods or services to the School Board pursuant the Agreement shall undergo the necessary background screening described in section 1012.465, Florida Statutes at their own cost before coming onto School Board property.

5. If the Agreement requires the expenditure of funds for more than one fiscal year, the Agreement shall be subject to termination by the School Board without cause upon a thirty (30) day notice.

6. Any conflict between the terms of this Addendum and the parties original Agreement or subsequent modifications thereof are to be resolved in favor of this Addendum.

7. The Agreement and this Addendum are to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida (hereinafter "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court.

8. The payment obligation of the School Board created by the Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the Agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of such termination.

9. If, and to the extent the agreement provides for the payment of any applicable sales taxes, the Parties acknowledge that the School Board is an entity which is exempt from the same as provided by 212.08(6), Fla. Stat.

10. The Parties agree that in the event Contractor files for bankruptcy, insolvency or receivership during the term of this agreement, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

11. Neither party shall be liable to the other, nor deemed in default under this Agreement to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the term of the Agreement.

12. Notwithstanding any provision to the contrary in the agreement, all payments due from the School Board for non-construction services hereunder shall be governed by the provisions

of Chapter 218, Florida Statutes.

13. If, and to the extent that the agreement provides for reimbursement of travel and related expenses, the Parties agree that such reimbursements shall be subject to the reimbursement schedules contained in Section 112.061, Florida Statutes.

14. Contractor confirms that neither it nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency. This certification is a material representation of fact upon which reliance will be placed when the School Board executes this agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to School Board, School Board may terminate the Agreement for default by Contractor.

15. E-Verify. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement. Failure to comply with this provision is a material breach of the Agreement and the School Board may choose to terminate the Agreement at its sole discretion and seek damages pursuant to Florida Statute. By signing below, Contractor affirms that it is registered with and uses the E-Verify system, is otherwise in compliance with §448.095, Fla. Stat., and acknowledges that it is required to maintain such compliance throughout the term of any Contract entered between the parties.

16. Public records compliance provisions. Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. The parties recognize that the School Board is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this agreement and Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. To the extent Contractor provides School Board any information which it believes is confidential or exempt, Contractor shall notify School Board of the specific information that it believes is confidential, as well as the basis for the exemption. Additionally, to the extent that the Contractor has any obligation to act in agency for the School Board, it shall maintain its records subject to section 119.0701, Fla. Stat. If and to the extent that contractor has access to any other confidential information regarding the School Board (such as security information as contemplated by section 119.071(c), Fla. Stat.), the Contractor agrees to use reasonable measures to maintain the confidentiality of such information.

17. To the extent Contractor maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to School Board, and Contractor will indemnify and hold the School Board harmless for any and all damages and expenses suffered as a result of the material breach and contract termination. Contractor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

a. Keep and maintain public records required by the School Board in order to perform the service under this agreement; and

b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board; and

d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, Jordan_k@hcsb.k12.fl.us or (352) 797-7009.

Notwithstanding any other provisions of law or statutory interpretation, failure of the Contractor to abide by the terms of these public records provisions shall be deemed a material breach of this agreement and the School Board may enforce the terms of this

provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonable attorney's fees and costs associated with that proceeding. This

provision shall survive any termination or expiration of the contract.

18. If the Contractor receives any student information / records as a result of this agreement, it will maintain any such information / records as confidential and will not release same to any third parties without the express written approval of the School Board, except third parties who are essential to Contractor's delivery of its services to the School Board and who are bound to maintain the confidentiality of student information/records, and prohibited from unauthorized redisclosure of such information. Furthermore, Contractor agrees to maintain and utilize all such student information/records in accordance with the FERPA regulations and only as provided for in the Agreement and this Addendum. If student information/records are requested by way of subpoena or court order, Contractor shall notify the School Board of such request in writing including a copy of the subpoena or order and shall otherwise comply with the FERPA regulations.

19. Contractor acknowledges that it will comply with all applicable Florida and Federal laws, ordinances, rules and regulations.

Signed and dated by authorized representatives as provided below:

Contractor:

Keon Ryman  Ryman Roofing, Inc.
Printed Name: Keon Ryman
Title: President
Date: 7/18/22

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

CONFLICT OF INTEREST

Bidder must execute either Section I or Section II hereunder, relative to Florida State Statute 112. Failure to execute either section may result in rejection of your bid/proposal. All Proposers must disclose, with their bid/proposal, the name of any officer, director, or agent who is also an employee of the Hernando County School District. Further, all Proposers must disclose the name of any HCSB employee(s) who own directly, or indirectly, an interest in the Proposer or any of its branches or subsidiaries.

SECTION I

I hereby certify that no official or employee of Hernando County School Board, requiring the goods or services described in these specifications, has a material financial interest in this company.



Signature of Officer/Agent authorized

Kevin Ryan

Print Name

Ryman Roofing Inc

Company Name

3613 SR 54 West

Business Address

Zephyrhills FL 33541

City, State, Zip Code

SECTION II

I hereby certify that the following named Hernando County School Board official(s) and/or employee(s) having material financial interest(s) in this company. *(Please use separate sheet if needed)*

Approved as to form
Nancy McClain Alfonso

General Counsel, HCSB

Name

Title or Position

Name

Title or Position

Signature of Officer/Agent authorized

Company Name

Print Name

Business Address

City, State, Zip Code

CONSTRUCTION CONTRACTOR’S INSURANCE AND BOND REQUIREMENTS

A. GENERAL

- 1. The Contractor shall procure and maintain all insurance requirements and limits, as set forth below, at his or her own expense, until completion of the project or as specified herein. The Contractor shall continue to provide evidence of such coverage to Hernando County School Board on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement. All below insurance policies shall include a provision preventing cancellation without thirty (30) days’ prior notice by certified mail. A completed Certificate of Insurance shall be filed with the Facilities & Construction Representative within ten (10) days after the date of the Notice of Award, said Certificate to specifically Owner the inclusion of the coverages and provisions set forth herein and shall Owner whether the coverage is “claims made” or “per occurrence”.

B. COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

- 1. This insurance must protect the Contractor from all claims for bodily injury, including death and all claims for destruction of or damage to property (other than the Work itself), arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or by any Subcontractor under him or anyone directly or indirectly employed by the Contractor or by a Subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form.

a. General Aggregate	\$2,000,000
b. Products – Completed Operations Aggregate	\$2,000,000
c. Each Occurrence	\$1,000,000
d. Personal Injury	\$1,000,000

- 2. The following coverages shall be included in the CGL:
 - a. Per project general aggregate (CG 25 03 or similar)
 - b. Additional Insured status in favor of the Hernando County School Board and any other parties as outlined in The Contract and must include both ONGOING Operations AND COMPLETED Operations per CG 20 10 10/01 and CG 20 37 10/01 or equivalent as permitted by law.
 - c. The policy shall be endorsed to be primary and non-contributory with any insurance maintained by Additional Insureds.
 - d. A waiver of Subrogation in favor of all Additional Insured parties.
 - e. Personal Injury Liability
 - f. Contractual Liability coverage to support indemnification obligation per Article 53.I
 - g. Explosion, collapse and underground (xcu)

CONSTRUCTION CONTRACTOR’S INSURANCE AND BOND REQUIREMENTS

3. The following exclusionary endorsements are prohibited in the CGL policy:
 - a. Damage to Work performed by Subcontract/Vendor (CG 22-94 or similar)
 - b. Contractual Liability Coverage Exclusion modifying or deleting the definition of an “insured contract” from the unaltered SO CG 0001 1001 policy from (CG 24 26 or similar)
 - c. If applicable to the Work to be performed: Residential or multi-family
 - d. If applicable to the Work to be performed: Exterior insulation finish systems
 - e. If applicable to the Work to be performed: Subsidence or Earth Movement

 4. The Contractor shall maintain general liability coverage including Products and Completed Operations insurance, and the Additional Insured with primary and non-contributory coverage as specified in this Contract for three (3) years after completion of the project.
- C. AUTOMOBILE LIABILITY INSURANCE – Includes business auto liability covering liability arising out of any auto (including owned, hired and non-owned autos).
1. Combined Bodily Injury and Property Damage Liability
 - a. Combined Single Limit (each accident): \$1,000,000

 - b. Coverages: Specific waiver of subrogation
- D. WORKERS' COMPENSATION INSURANCE
1. The Contractor shall procure and maintain Workers' Compensation Insurance at his or her own expense during the life of this Contract, including occupational disease provisions for all employees per statutory requirements. Policy shall contain a waiver of subrogation in favor of the Hernando County School Board.

 2. The Contractor shall also require each Subcontractor to furnish Workers' Compensation Insurance, including occupational disease provisions for all of the latter’s employees, and to the extent not furnished, the Contractor accepts full liability and responsibility for Subcontractor’s employees.

 3. In cases where any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under the Workers’ Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise protected.
- E. UMBRELLA LIABILITY INSURANCE – For construction projects exceeding \$10,000,000, provide the following coverage:



CONSTRUCTION CONTRACTOR’S INSURANCE AND BOND REQUIREMENTS

1. The Contractor shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in Section B-D above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in Sections above may be satisfied by the Contractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned.

- a. Each occurrence \$5,000,000
- b. Aggregate \$5,000,000

F. BUILDER’S RISK INSURANCE – For any construction project, provide the following coverage:

1. Unless waived in writing by the Facilities & Construction Representative, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder’s risk “all-risk” or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made and no person or entity other than the Owner has an insurable interest in the property, or the date of substantial completion specified on the fully signed and executed Certificate of Substantial Completion (AIA G704).

- a. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub- subcontractors in the Project as named insureds.
- b. All associated deductibles shall be the responsibility of the Contractor. Such policy may have a deductible clause but not to exceed ten thousand dollars (\$10,000.00).
- c. Property insurance shall be on an “all risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect’s and Contractor’s services and expenses required as a result of such insured loss.

2. Contractor shall maintain Builders Risk coverage including partial use by Owner.



CONSTRUCTION CONTRACTOR'S INSURANCE AND BOND REQUIREMENTS

3. The Contractor shall waive all rights of subrogation as regards the Hernando County School Board and the Owner, its officials, its officers, its agents and its employees, all while acting within the scope and course of their employment For damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to the Work. The Contractor shall require all Subcontractors at any tier to similarly waive all such rights of subrogation and shall expressly include such a waiver in all subcontracts.

4. Upon request, the amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, the Contractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

5. The Owner, shall have the power to adjust and settle any loss. Unless it is agreed otherwise, all monies received shall be applied first on rebuilding or repairing the destroyed or injured work.

G. POLLUTION LIABILITY INSURANCE

1. If Contractor is providing directly or indirectly work with pollution/environmental hazards, the Contractor must provide or cause those conducting the work to provide Pollution Liability Insurance coverage.
 - a. Pollution Liability policy must include contractual liability coverage.
 - b. Hernando County School Board must be included as additional insureds on the policy.
 - c. The policy limits shall be in the amount of \$1,000,000 with maximum deductible of \$25,000 to be paid by the Subcontractor/Vendor.

H. ADDITIONAL MISCELLANEOUS INSURANCE PROVISIONS – Certificates of Insurance and/or insurance policies required under this Contract shall be subject to the following stipulations and additional requirements:

1. Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Contractor;

2. If any of the said policies shall fail at any time to meet the requirements of the Contract Documents as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the Hernando County School Board, or be or cease to be in compliance with any stricter requirements of the Contract Documents, the Contractor shall promptly obtain a new policy, submit the same to the Owner and Owner Building Programs for approval if requested, and submit a

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CONSTRUCTION CONTRACTOR'S INSURANCE AND BOND REQUIREMENTS

Certificate of Insurance as hereinbefore provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this Contract, in the sole discretion of the Hernando County School Board, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification;

3. All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Florida and acceptable to the Owner;
4. Receipt, review or acceptance by the Facilities & Construction Representative of any insurance policies or certificates of insurance required by this Contract shall neither be construed as a waiver nor relieve the Contractor from its obligation to meet the insurance requirements contained herein.

I. PAYMENT AND PERFORMANCE BOND

1. The Contractor shall procure surety bonds, from a company or companies lawfully authorized to issue surety bonds in the state of Florida and listed in the Federal Register of the U.S. Department of Treasury for Surety Companies Acceptable on Federal Bonds, as follows:
 - a. Before commencing the Work on any individual project having a Contract Sum of \$200,000 or more, the Contractor shall execute and record in the public records of Hernando County, Florida, a payment and performance bond. The bond must state on its front page:
 - i. The names, principal business addresses, and phone numbers of the Contractor, the surety, and the Owner
 - ii. The project number assigned by the Owner
 - iii. The bond number assigned by the surety
 - iv. A description of the project sufficient to identify it, such as a legal description or the street address of the property being improved, and a general description of the improvement
 - b. The amount of the bond shall equal the full amount of the Contract Sum.
 - c. The bond shall be conditioned upon the contractor's performance of the Work in the time and manner prescribed in the contract and promptly making payments to all persons who furnish labor, services, or materials for the Work provided for in the contract.

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CONSTRUCTION CONTRACTOR'S INSURANCE AND BOND REQUIREMENTS

- d. A copy of the recorded bond shall be filed with the Facilities & Construction Representative prior to issuance of any payment.

- e. If, prior to completion of the Work, the Contractor receives a notice that the company or companies that issued the bond has lost or had revoked its license or authority to do business in Florida as a surety insurer, the Contractor shall, within ten (10) calendar days following receipt of such notice, execute and record in the public records a replacement payment and performance bond from a duly authorized surety. The amount of the replacement bond shall equal the full amount of the Contract Sum less the value of the Work in place and accepted at the time such bond is issued.

A. Item Currently Budgeted -

Account Name <u>2024-25 Half Cent- D.S Parrott Middle School Roof and Soffit Replacement Project</u>										
Account Number		<u>3983E</u>	<u>7400</u>	<u>6800</u>	<u>O241</u>	<u>M2090</u>				
		Fund	Function	Object	Cost Center	Project	Sub Project			
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
\$ 2,323,400.00		\$ 0.00		\$ 0.00		\$ 2,323,400.00		\$ 2,323,400.00		\$ 0.00

Account Name _____										
Account Number		_____	_____	_____	_____	_____				
		Fund	Function	Object	Cost Center	Project	Sub Project			
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____

B. Item Currently Not Budgeted -**

Funding Source _____										
Account Name _____										
Account Number		_____	_____	_____	_____	_____				
		Fund	Function	Object	Cost Center	Project	Sub Project			
Amount	\$	_____								

Funding Source _____										
Account Name _____										
Account Number		_____	_____	_____	_____	_____				
		Fund	Function	Object	Cost Center	Project	Sub Project			
Amount	\$	_____								

C. History

Check one:
Prior Year Budget:
New for Current Year:

Prior Year Approved Budget: _____
 Prior Year Actual Spent: _____

** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT**



Hernando School District

School Board Regular Meeting

Agenda Item # 11. 25-2483

8/13/2024

Title and Board Action Requested

Approve the Piggyback of Charlotte County Public Schools, ITB #2425-637AJ: Catalog Discount Bid, Awarded to Multiple Vendors and Authorize Purchases for an Estimated Annual Spending of \$55,000.00

Executive Summary

The Directors of Elementary and Secondary Programs, on behalf of the Superintendent of Schools, hereby requests the Board to approve the piggyback of Charlotte County Public Schools, ITB # 2425-637AJ: Catalog Discount Bid, awarded to multiple vendors.

This piggyback will supplement the currently approved classroom Instructional Materials contract to offer schools and departments a wider selection of products, ensuring the best possible price and quality for the district.

HCSB Bid No. 25-785-11 PB has been assigned for internal tracking purposes. Spending will be from schools and sites already approved budgets.

My Contact

Tiffany Howard
Director of Elementary Programs
352-797-7000 ext. 433
howard_t@hcsb.k12.fl.us

John Morris
Director of Secondary Programs
352-797-7000 ext. 443
morris_j@hcsb.k12.fl.us

2023-28 Strategic Focus Area

Priority 1: Student Success

Financial Impact

See attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

PURCHASING AGENDA ITEM

Hernando County School District

School Board Approval Meeting:

July 30, 2024

Bid No. 25-785-11 PB

Bid Title: Catalog Discount

Recommend approval of this agenda item under the specific category below:

- | | | | |
|---|---|---|---|
| <input type="checkbox"/> Lowest Bid(s) | <input type="checkbox"/> Request for Proposal(s) | <input type="checkbox"/> Low Bid(s) Meeting Specification | <input type="checkbox"/> Rejection/Cancellation |
| <input type="checkbox"/> Revised Award | <input type="checkbox"/> Renewal of Contract | <input type="checkbox"/> Sole/Single Source | <input type="checkbox"/> Re-Award (Partial/Whole) |
| <input type="checkbox"/> Contract Termination | <input type="checkbox"/> Amendments to Contract | <input type="checkbox"/> Extension of Contract | <input type="checkbox"/> Emergency |
| <input type="checkbox"/> Reversed Auction | <input checked="" type="checkbox"/> Piggyback (School District) | <input type="checkbox"/> Responsive/Responsible Bidders | |

Bid Contract Period:

08/13/2024 through 06/30/2025

N/A – One Time Purchase

Contract Type:

Estimated
Dollar Amount

Firm, Fixed
Dollar Amount

Firm, Fixed
Unit Prices

Firm, Fixed Unit Prices,
Hourly Rates, Fees and/or
Percentages

Renewal Options:

No. of Terms
Remaining
4

Length of
Each Term (month)

Length of
Each Term (year)
1

None

Rationale/Reason: Piggyback Charlotte County Public Schools, ITB #2425—637AJ: Catalog Discount Bid. This piggyback will supplement the currently approved contract for Classroom Instructional Supplies, offering schools and site a wider range of vendors and products to ensure the best pricing for the district. HCSB Bid No. 25-785-11 PB has been assigned for internal tracking purposes. Spending will be from schools and sites already approved budgets.

**Bidders Electronically
Downloaded From**

Bids Received:

No Bids:

Late Bids:

Rejected Bids:

**N/A – Bids Not
Required: Piggyback**

Bidnet Direct Website: n/a

Submitted By:

Christopher Reckner
Director of Purchasing & Warehousing

School(s): District Wide

Requested By:

John Morris
Director of Secondary Programs

Department(s): Academic Services

Tiffany Howard
Director of Elementary Programs

Department(s): Academic Services

Recommended award: (See attached)

T/C CODE: 2509

Piggyback Charlotte County Public Schools, ITB #2425-637AJ: Catalog Discount Bid.

This contract will supplement the Classroom Instructional Materials Contract allowing for a wider range of products and vendors to obtain quotes from, to ensure the best possible pricing and quality for the District.

- **Carolina Biological Supply (include Proposal No. P105926 on Purchase orders)**
P:800-334-5551
Email: Customer_service@carolina.com
- **Hand2Mind**
Lee Hughes
P: 239-243-5645
Email: lhughes@hand2mind.com
- **MATCO TOOLS - AUTOMOTIVE SHOP AND RELATED EQUIPMENT**
Email: dlryburn@gmail.com
P:863-660-3131
- **OTC Direct, INC dba Oriental Trading**
Crystal Witthuhn
Email: cwitthuhn@oriental.com
p: 800.228.0038
- **Pocket Nurse**
Amy Hallstein
Email: ahallstein@pocketnurse.com
P:724-480-3714
- **School Nurse Supply**
Deana Anglada
Email: danglada@schoolnursesupply.com
Jeff Giesel,
Email: jgiesel@schoolnursesupply.com
P:800-485-2737
- **Stem Education Works**
Sarah Pruitt
Email: sarahpruitt@stemeducationworks.com
P 866-783-6109

A. Item Currently Budgeted -										
Account Name	<u>Supplies (Classroom, clinic and related supplies)</u>									
Account Number	<u>1100E</u>	<u>5100</u>	<u>Various</u>	<u>Various</u>	<u>Various</u>	<u>Various</u>				
	Fund	Function	Object	Cost Center	Project	Sub Project				
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
\$ 0.00		\$ 55,000.00		\$ 0.00		\$ 55,000.00		\$ 55,000.00		\$ 0.00

Account Name	_____									
Account Number	_____	_____	_____	_____	_____	_____				
	Fund	Function	Object	Cost Center	Project	Sub Project				
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____

B. Item Currently Not Budgeted -**									
Funding Source	_____								
Account Name	_____								
Account Number	_____	_____	_____	_____	_____	_____			
	Fund	Function	Object	Cost Center	Project	Sub Project			
Amount \$	_____								

Funding Source	_____								
Account Name	_____								
Account Number	_____	_____	_____	_____	_____	_____			
	Fund	Function	Object	Cost Center	Project	Sub Project			
Amount \$	_____								

C. History	
Check one:	
Prior Year Budget:	<input checked="" type="radio"/>
New for Current Year:	<input type="radio"/>
Prior Year Approved Budget:	\$ <u>55,000.00</u>
Prior Year Actual Spent:	\$ <u>55,000.00</u>

** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT**



Hernando School District

School Board Regular Meeting

Agenda Item # 12. 25-2484

8/13/2024

Title and Board Action Requested

Approve the Amendment to the Piggyback of OMNIA Partners, Region 4 Educational Service Center, RFP #23-03, Contract #R230305: Educational School Supplies, Instructional Solutions and Related Products, Awarded to Multiple Vendors and Approve Purchases for an Estimated Annual Spending of \$75,000.00

Executive Summary

The Directors of Elementary and Secondary Programs, on behalf of the Superintendent of Schools, hereby requests the Board to approve the amendment of the Piggyback of OMNIA Partners, Region 4 Educational Service Center, RFP #23-03, Contract #R230305: Educational School Supplies, Instructional Solutions and Related Products. The amendment it to allow additional vendors to be added to the contract.

This contract will supplement the currently approved contract for Classroom Instructional Materials and Supplies and will offer schools/departments with a larger selection and variety of educational supplies to choose from at competitive prices. This agenda item is to request approval to add Michael's PRO Education and Quill, LLC to that contract. Spending will be from schools/sites approved 2024-2025 budgets. HCSB Bid No. 24-785-36 PB has been assigned for internal tracking purposes.

My Contact

Tiffany Howard
Director of Elementary Programs
352-797-7000 ext. 433
howard_t@hcsb.k12.fl.us

John Morris
Director of Secondary Programs
352-797-7000 ext. 443
morris_j@hcsb.k12.fl.us

2023-28 Strategic Focus Area

Priority 1: Student Success

Financial Impact

See attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

PURCHASING AGENDA ITEM

Hernando County School District

School Board Approval Meeting:

August 13, 2024

Bid No. 24-785-36 PB (amended)

**Bid Title: Educational School Supplies,
Instructional Solutions and Related
Products**

Recommend approval of this agenda item under the specific category below:

- | | | | |
|---|--|---|---|
| <input type="checkbox"/> Lowest Bid(s) | <input type="checkbox"/> Request for Proposal(s) | <input type="checkbox"/> Low Bid(s) Meeting Specification | <input type="checkbox"/> Rejection/Cancellation |
| <input type="checkbox"/> Revised Award | <input type="checkbox"/> Renewal of Contract | <input type="checkbox"/> Sole/Single Source | <input type="checkbox"/> Re-Award (Partial/Whole) |
| <input type="checkbox"/> Contract Termination | <input checked="" type="checkbox"/> Amendments to Contract | <input type="checkbox"/> Extension of Contract | <input type="checkbox"/> Emergency |
| <input type="checkbox"/> Reversed Auction | <input checked="" type="checkbox"/> Piggyback Cooperative | <input type="checkbox"/> Responsive/Responsible Bidders | |

Bid Contract Period: 04/09/2024 through 12/31/2026

N/A – One Time Purchase

Amendment: 08/13/2024 through 12/31/2026

Contract Type:

- | | | | |
|---|---|---|--|
| <input type="checkbox"/> Estimated
Dollar Amount | <input type="checkbox"/> Firm, Fixed
Dollar Amount | <input type="checkbox"/> Firm, Fixed
Unit Prices | <input checked="" type="checkbox"/> Firm, Fixed Unit Prices,
Hourly Rates, Fees and/or
Percentages |
|---|---|---|--|

Renewal Options:

- | | | | |
|---------------------------------------|--|---|-------------------------------|
| No. of Terms
<u>Remaining</u>
2 | <input type="checkbox"/> Length of
<u>Each Term (month)</u> | <input checked="" type="checkbox"/> Length of
<u>Each Term (year)</u>
1 | <input type="checkbox"/> None |
|---------------------------------------|--|---|-------------------------------|

Rationale/Reason: Piggyback OMNIA Partners, Region 4 Educational Service Center, RFP #23-03, Contract #R230305: Educational School Supplies, Instructional Solutions and Related Products, awarded to School Specialty, LLC. This contract will supplement the currently approved contract for Classroom Instructional Materials. HCSB Bid No. 24-785-36 PB has been assigned for internal tracking purposes.

08/13/2024: Piggyback contract approval amended to include additional vendors (Michael's Pro Education & Quill, LLC).

Bidders Electronically Downloaded From Bidnet Direct Website: **Bids Received:** **No Bids:** **Late Bids:** **Rejected Bids:** **N/A – Bids Not Required: Piggyback**

Submitted By: Christopher Reckner
Director of Purchasing & Warehousing

School(s): District Wide

Requested By: John Morris
Director of Secondary Programs
Tiffany Howard
Director of Elementary Programs

Department(s): Academic Services

Recommended award: See Attached.

T/C CODE: 2436

Awarded Vendors:

School Specialty, LLC:

Benjamin Bortz

Benjamin.bortz@schoolspecialty.com

35% off list price for educational supplies and a net priced market basket.

Online Catalog: www.select.schoolspecialty.com/digital-catalogs.com

Michaels Stores dba

Michaels PRO Education

Bryan Waugaman

bryanw@michaels.com

Discounts available in store and online

Quill, LLC

Lisa Hopkins

lisa.hopkins@quill.com

A. Item Currently Budgeted -											
Account Name _____											
Account Number _____											
		Fund		Function		Object		Cost Center		Project	Sub Project
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available	
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____	

Account Name _____											
Account Number _____											
		Fund		Function		Object		Cost Center		Project	Sub Project
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available	
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____	

B. Item Currently Not Budgeted -**											
Funding Source <u>To be included in the 2024-2025 Fiscal Budget</u>											
Account Name <u>Instructional Classroom Supplies</u>											
		1100E		5100		Various		Various		Various	Various
		Fund		Function		Object		Cost Center		Project	Sub Project
Amount \$		\$ 75,000.00									

Funding Source _____											
Account Name _____											
		Fund		Function		Object		Cost Center		Project	Sub Project
Amount \$		\$ _____									

C. History										
Check one:										
Prior Year Budget: <input checked="" type="radio"/>										
New for Current Year: <input type="radio"/>										
Prior Year Approved Budget:		\$ 55,000.00								
Prior Year Actual Spent:		\$ 55,000.00								

** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT**



Hernando School District

School Board Regular Meeting

Agenda Item # 13. 25-2485

8/13/2024

Title and Board Action Requested

Approve the Renewal of the Piggyback of Choice Partners, Harris County Department of Education, RFP #22/038SG: Educational Materials and Related Items, Awarded to Multiple Vendors and Authorize Purchase Orders in an Estimated Amount of \$75,000.00

Executive Summary

The Directors of Elementary and Secondary Programs, on behalf of the Superintendent of Schools, hereby requests the Board to approve the renewal of the piggyback of Choice Partners, Harris County Department of Education, RFP #22/038SG: Educational Materials and Related Items, awarded to multiple vendors. This contract will supplement the currently approved contract for Classroom Instructional Materials. HCSB Bid No. 24-785-18 PB RN has been assigned for internal tracking purposes.

My Contact

Tiffany Howard
Director of Elementary Programs
352-797-7000 ext. 433
howard_t@hcsb.k12.fl.us

John Morris
Director of Secondary Programs
352-797-7000 ext. 443
morris_j@hcsb.k12.fl.us

2023-28 Strategic Focus Area

Priority 1: Student Success

Financial Impact

See attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

PURCHASING AGENDA ITEM

Hernando County School District

School Board Approval Meeting:

August 13, 2024

Bid No. 24-785-18 PB RN

Bid Title: Educational Material and Related Items

Recommend approval of this agenda item under the specific category below:

- | | | | |
|---|---|---|---|
| <input type="checkbox"/> Lowest Bid(s) | <input type="checkbox"/> Request for Proposal(s) | <input type="checkbox"/> Low Bid(s) Meeting Specification | <input type="checkbox"/> Rejection/Cancellation |
| <input type="checkbox"/> Revised Award | <input type="checkbox"/> Renewal of Contract | <input type="checkbox"/> Sole Source | <input type="checkbox"/> Re-Award (Partial/Whole) |
| <input type="checkbox"/> Bid Termination | <input type="checkbox"/> Revisions/Amendments to Bid | <input type="checkbox"/> Bid Extension | <input type="checkbox"/> Emergency |
| <input type="checkbox"/> Reversed Auction | <input checked="" type="checkbox"/> Piggyback Cooperative Renewal | | |

Bid Contract Period:

08/17/2024 through 08/16/2025

N/A – One Time Purchase

Contract Type:

Estimated
Dollar Amount

Firm, Fixed
Dollar Amount

Firm, Fixed
Unit Prices

Firm, Fixed Unit Prices,
Hourly Rates, Fees and/or
Percentages

Renewal Options:

No. of Terms
Remaining
2

Length of
Each Term (month)

Length of
Each Term (year)
1

None

Rationale/Reason: Piggyback Choice Partners, Harris County Department of Education, RFP #22/038SG: Educational Materials and Related items, awarded to multiple vendors. This contract will supplement the currently approved contract for Classroom Instructional Materials. HCSB Bid No. 24-785-18 PB has been assigned for internal tracking purposes.

**Bidders Electronically
Downloaded From Bidnet
Direct Website:**

Bids Received:

No Bids:

Late Bids:

Rejected Bids:

**N/A – Bids Not
Required: Piggyback**

Submitted By:

Christopher Reckner
Director of Purchasing & Warehousing

School(s): District Wide

Requested By:

John Morris
Director of Secondary Programs

Department(s): Academic Services

Tiffany Howard
Director of Elementary Programs

Department(s): Academic Services

Recommended award: (See attached)

T/C CODE: 2418

Bid #24-785-18 PB RN: Educational Materials and Related Items

- **Achieve 3000, Inc.**
www.achieve3000.com
(800)338-3987
orders@achieve3000.com
- **CEV Multimedia, LLC**
www.icevonline.com
(800)922-9965
customersupport@cevmultimedia.com
- **eDynamic Holding, LP**
www.edynamiclearning.com
Ricci Blackwell (877) 585-2029
invoicing@edynamiclearning.com
- **McGraw Hill, LLC**
www.mheducation.com/Prek-12
(800) 338-3987
Orders_mhe@mheducation.com
- **Omega Labs, Inc. dba Boom Learning**
<https://wow.boomlearning.com/estimateBuilder>
(833) 969-2666
sales@boomlearning.com
- **OTC Direct dba Oriental Trading Company**
www.orientaltrading.com
(800)228-2269
orders@oriental.com

A. Item Currently Budgeted -										
Account Name <u>Instructional Classroom Supplies</u>										
Account Number		<u>1100E</u>	<u>5100</u>	<u>Various</u>	<u>Various</u>	<u>Various</u>	<u>Various</u>			
		Fund	Function	Object	Cost Center	Project	Sub Project			
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
\$ 0.00		\$ 75,000.00		\$ 0.00		\$ 75,000.00		\$ 75,000.00		\$ 0.00

Account Name _____										
Account Number		_____	_____	_____	_____	_____	_____			
		Fund	Function	Object	Cost Center	Project	Sub Project			
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____

B. Item Currently Not Budgeted -**										
Funding Source _____										
Account Name _____										
Account Number		_____	_____	_____	_____	_____	_____			
		Fund	Function	Object	Cost Center	Project	Sub Project			
Amount	\$	_____								

Funding Source _____										
Account Name _____										
Account Number		_____	_____	_____	_____	_____	_____			
		Fund	Function	Object	Cost Center	Project	Sub Project			
Amount	\$	_____								

C. History	
Check one:	
Prior Year Budget:	<input checked="" type="checkbox"/>
New for Current Year:	<input type="checkbox"/>
Prior Year Approved Budget:	\$ <u>55,000.00</u>
Prior Year Actual Spent:	\$ <u>55,000.00</u>

** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT**



Hernando School District

School Board Regular Meeting

Agenda Item # 14. 25-2490

8/13/2024

Title and Board Action Requested

Award Bid No. 25-060/929-05, Buses, District Wide Vehicles and Equipment: Specialized Repairs, Parts and Accessories, to multiple vendors and authorize purchases of goods and services on an as needed basis for an estimated annual amount of \$837,000.00

Executive Summary

The Director of Transportation, on behalf of the Superintendent of Schools, hereby requests the Board award Bid No. 25-060/929-05: Buses, District Wide Vehicles and Equipment: Specialized Repairs, Parts and Accessories to multiple vendors and authorize purchases of goods and services on an as needed basis for an estimated annual amount of \$837,000.00 .

My Contact

Ralph Leath
Director of Transportation
352-797-7003

2023-28 Strategic Focus Area

Priority 3: Safe and Healthy Learning Environment

Financial Impact

\$837,000.00 See attached budget sheet.
The cost for the previous fiscal year was \$612,379.55

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

PURCHASING AGENDA ITEM

Hernando County School District

School Board Approval Meeting:

August 13, 2024

Bid No. 25-060/929-05

**Bid Title: Buses & District Wide Vehicles:
Specialized Repairs, Equipment, Parts &
Accessories**

Recommend approval of this agenda item under the specific category below:

- | | | | |
|--|--|---|---|
| <input type="checkbox"/> Lowest Bid(s) | <input type="checkbox"/> Request for Proposal(s) | <input checked="" type="checkbox"/> Responsive/Responsible Submittals | <input type="checkbox"/> Rejection/Cancellation |
| <input type="checkbox"/> Revised Award | <input type="checkbox"/> Renewal of Contract | <input type="checkbox"/> Sole Source | <input type="checkbox"/> Re-Award (Partial/Whole) |
| <input type="checkbox"/> Bid Termination | <input type="checkbox"/> Revisions/Amendments to Bid | <input type="checkbox"/> Contract Extension | <input type="checkbox"/> Emergency |
| <input type="checkbox"/> Piggyback Cooperative | | | |

Bid Contract Period:

08/13/2024 through 08/12/2026

N/A – One Time Purchase

Contract Type:

Estimated
Dollar Amount

Firm, Fixed
Dollar Amount

Firm, Fixed
Unit Prices

Firm, Fixed Unit Prices,
Hourly Rates, Fees and/or
Percentages

Renewal Options:

No. of Terms
Remaining
- 3 -

Length of
Each Term (month)

Length of
Each Term (year)
- 1 -

None

Rationale/Reason:

Bidders Electronically
Downloaded From Bidnet
Direct Website: 26

Bids Received:
- 13 -

No Bids:
- 1 -

Late Bids:
- 0 -

Rejected Bids:
- 0 -

N/A – Bids Not
Required:

Submitted By:

Christopher Reckner
Director of Purchasing & Warehousing

School(s): District Wide

Requested By:

Ralph Leath
Director of Transportation

Department(s): Transportation

Recommended award, description of items and prices: (See attached)

T/C CODE: 2505

This tabulation establishes a contract with responsive and responsible suppliers to provide specialized repair services for all district owned school buses, white fleet (i.e. automobile, trucks, box trucks, pickups, cargo vans, mini vans) and forklifts, that cannot be handled in house by district staff. The contract establishes a firm fixed hourly labor rate and percentage discount/markup (+/-) on parts and material. Repair services are to take place either on district site(s) or vendor's place of business with vendor to provide pickup and drop off of the buses/vehicles requiring service. On certain designated projects, the district may supply the parts/materials necessary to complete a job. On those designated projects, labor rates/services ONLY shall apply. This contract shall also allow for the purchase of equipment, parts, supplies and material needed for repairs that are to be performed in-house by district staff. The contract establishes firm percentage discounts (-) off manufacturer's published pricelist, catalog or website, whichever price is more advantageous to the district.

Vendors were awarded the following line items based on their submitted bid documents.

Advanced Tire Service, LLC

Service

Item No.	Description	Hourly Rate
1.	Labor Rates – School Bus Repairs	N/A
2.	Labor Rates – Body Repairs on School Buses	N/A
3.	Labor Rates – Prep, Paint and Finish for Accident Repairs for School Buses	N/A
4.	Labor Rates – White Fleet (Gasoline)	\$95.00
5.	Labor Rates – White Fleet (Diesel)	\$115.00
6.	Labor Rates – Body Repairs on White Fleet	N/A
7.	Labor Rates – Prep, Paint and Finish for Accident Repairs on White Fleet	N/A
8.	Labor Rates – Utility Trailer	\$95.00
9.	Labor Rates – Forklifts	N/A

Additional Pricing:

Materials, Parts & Supplies needed for above repairs to be performed by vendor:

Percentage Discount (-) 10 %

Equipment, Parts, Supplies, Etc. purchased for repairs to be performed in-house by District staff

Percentage Discount (-) **off** Manufacturer's List, Catalog or Website Price (whichever is more favorable for the District)

0 %

* No additional fees will be accepted for the use of the Visa Card

Contact Information for Quotes and Purchase Orders – Representative Assigned to this Contract:

Contact Name: Matthew Bloodworth

Phone Number: 352-691-7771

Email Address: atsbv@advancedtireservicefl.com

Website: www.advancedtireservicefl.com

Brooksville Transmissions Inc.

Service

Item No.	Description	Hourly Rate
1.	Labor Rates – School Bus Repairs	125.00
2.	Labor Rates – Body Repairs on School Buses	N/A
3.	Labor Rates – Prep, Paint and Finish for Accident Repairs for School Buses	N/A
4.	Labor Rates – White Fleet (Gasoline)	125.00
5.	Labor Rates – White Fleet (Diesel)	125.00
6.	Labor Rates – Body Repairs on White Fleet	N/A
7.	Labor Rates – Prep, Paint and Finish for Accident Repairs on White Fleet	N/A
8.	Labor Rates – Utility Trailer	N/A
9.	Labor Rates – Forklifts	N/A

Additional Pricing:

Materials, Parts & Supplies needed for above repairs to be performed by vendor:

Percentage Markup (+) 30 %

Warranty Information: All full rebuilds come with a 3-year plus 10 100,000-mile nationwide warranty.

Additional Information: Provide any additional information not previously addressed in this document:

Cheques payment only

Contact Information for Quotes and Purchase Orders – Representative Assigned to this Contract:

Contact Name: Chris & Jayne Fuller

Phone Number: 352-796-6544

Email Address: brktrans@yahoo.com

Contact Information for Warranty Repairs and Replacements: Same as above

Website: www.brooksvilletransmissionrepairs.com

Florida Detroit Diesel – Allison

Service

Item No.	Description	Hourly Rate
1.	Labor Rates – School Bus Repairs	\$ 195.00
2.	Labor Rates – Body Repairs on School Buses	N/A
3.	Labor Rates – Prep, Paint and Finish for Accident Repairs for School Buses	N/A
4.	Labor Rates – White Fleet (Gasoline)	N/A
5.	Labor Rates – White Fleet (Diesel)	N/A
6.	Labor Rates – Body Repairs on White Fleet	N/A
7.	Labor Rates – Prep, Paint and Finish for Accident Repairs on White Fleet	N/A
8.	Labor Rates – Utility Trailer	N/A
9.	Labor Rates – Forklifts	N/A

Additional Pricing:

Materials, Parts & Supplies needed for above repairs Select One:
to be performed by vendor:

Percentage Discount (-) 38 %

Percentage Markup (+) 38 %

Warranty Information:

All parts warranted for 1 year/unlimited mileage.

All factory Allison Retrans warranted for 2 years / unlimited mileage;

All labor/workmanship warranted for 180 days

* No additional fees will be accepted for the use of the Visa Card

Contact Information for Quotes and Purchase Orders – Representative Assigned to this Contract:

Contact Name: Derek D Gallo

Phone Number: 813-621-5651

Email Address: d.gallo@kirbycorp.com

Contact Information for Warranty Repairs and Replacements: Same as above

Website: www.FDDA.com

Florida Transportation Systems, Inc

Service

Item No.	Description	Hourly Rate
1.	Labor Rates – School Bus Repairs	\$175.00
2.	Labor Rates – Body Repairs on School Buses	N/A
3.	Labor Rates – Prep, Paint and Finish for Accident Repairs for School Buses	N/A
4.	Labor Rates – White Fleet (Gasoline)	N/A
5.	Labor Rates – White Fleet (Diesel)	N/A
6.	Labor Rates – Body Repairs on White Fleet	N/A
7.	Labor Rates – Prep, Paint and Finish for Accident Repairs on White Fleet	N/A
8.	Labor Rates – Utility Trailer	N/A
9.	Labor Rates – Forklifts	N/A

Additional Pricing:

Materials, Parts & Supplies needed for above repairs to be performed by vendor:

Percentage Discount (-) 10-30 %

Equipment, Parts, Supplies, Etc. purchased for repairs to be performed in-house by District staff

Percentage Discount (-) **off** Manufacturer's List, Catalog or Website Price (whichever is more favorable for the District)

10-30 %

Warranty Information: One Year Parts

* No additional fees will be accepted for the use of the Visa Card

Contact Information for Quotes and Purchase Orders – Representative Assigned to this Contract:

Contact Name: Marion Brown

Phone Number: 813-564-4929

Email Address: mbrown@fts4buses.com

Contact Information for Warranty Repairs and Replacements:

Contact Name: Jeff Kirkland

Phone Number: 800-282-8617 ext.204

Email Address: jeff.kirkland@fts4buses.com

Website: www.fts4buses.com

Integrity Auto Group of Hernando dba Dynamic Auto Body

Service

Item No.	Description	Hourly Rate
1.	Labor Rates – School Bus Repairs	\$ 50.00
2.	Labor Rates – Body Repairs on School Buses	\$ 50.00
3.	Labor Rates – Prep, Paint and Finish for Accident Repairs for School Buses	\$ 50.00
4.	Labor Rates – White Fleet (Gasoline)	\$ 50.00
5.	Labor Rates – White Fleet (Diesel)	\$ 50.00
6.	Labor Rates – Body Repairs on White Fleet	\$ 50.00
7.	Labor Rates – Prep, Paint and Finish for Accident Repairs on White Fleet	\$ 50.00
8.	Labor Rates – Utility Trailer	\$ 50.00
9.	Labor Rates – Forklifts	\$ 50.00

Additional Pricing:

Materials, Parts & Supplies needed for above repairs to be performed by vendor:

Percentage Discount (-) 0 %

Percentage Markup (+) 0 %

Equipment, Parts, Supplies, Etc. purchased for repairs to be performed in-house by District staff

Percentage Discount (-) **off** Manufacturer's List, Catalog or Website Price (whichever is more favorable for the District)

0 %

Warranty Information: 1 Year

* No additional fees will be accepted for the use of the Visa Card

Contact Information for Quotes and Purchase Orders – Representative Assigned to this Contract:

Contact Name: Matt Mulaney

Phone Number: 352-263-4572 or 352-797-0449

Email Address: info@dynamicautobodyshop.com

Contact Information for Warranty Repairs and Replacements: Same as above

Knights Auto Body Inc.

Service

Item No.	Description	Hourly Rate
1.	Labor Rates – School Bus Repairs	\$ 40.00
2.	Labor Rates – Body Repairs on School Buses	\$ 40.00
3.	Labor Rates – Prep, Paint and Finish for Accident Repairs for School Buses	\$ 40.00
4.	Labor Rates – White Fleet (Gasoline)	\$ 40.00
5.	Labor Rates – White Fleet (Diesel)	\$ 40.00
6.	Labor Rates – Body Repairs on White Fleet	\$ 40.00
7.	Labor Rates – Prep, Paint and Finish for Accident Repairs on White Fleet	\$ 40.00
8.	Labor Rates – Utility Trailer	\$ 40.00
9.	Labor Rates – Forklifts	\$ 40.00

Additional Pricing:

Materials, Parts & Supplies needed for above repairs to be performed by vendor:

Percentage Discount (-) 5 %

Warranty Information: 5 years

* No additional fees will be accepted for the use of the Visa Card

Contact Information for Quotes and Purchase Orders – Representative Assigned to this Contract:

Contact Name: David Knight
 Phone Number: 352-573-8052
 Email Address: dkbrooksville@aol.com

Contact Information for Warranty Repairs and Replacements: same as above

Matco Tools Corporation

Service

Item No.	Description	Hourly Rate
1.	Labor Rates – School Bus Repairs	N/A
2.	Labor Rates – Body Repairs on School Buses	N/A
3.	Labor Rates – Prep, Paint and Finish for Accident Repairs for School Buses	N/A
4.	Labor Rates – White Fleet (Gasoline)	N/A
5.	Labor Rates – White Fleet (Diesel)	N/A
6.	Labor Rates – Body Repairs on White Fleet	N/A
7.	Labor Rates – Prep, Paint and Finish for Accident Repairs on White Fleet	N/A
8.	Labor Rates – Utility Trailer	N/A
9.	Labor Rates – Forklifts	N/A

Additional Pricing:

Equipment, Parts, Supplies, Etc. purchased for repairs to be performed in-house by District staff

Percentage Discount (-) **off** Manufacturer's List, Catalog or Website Price (whichever is more favorable for the District)

10-58 %

Warranty Information: Any tool or parts branded with the Matco Tools is warranted against defects in materials and workmanship via Matco or authorized representatives, no charge.

* No additional fees will be accepted for the use of the Visa Card

Contact Information for Quotes and Purchase Orders – Representative Assigned to this Contract:

Contact Name: Don Ryburn
 Phone Number: 863-660-3131
 Email Address: don.ryburn@matcotools.com

Contact Information for Warranty Repairs and Replacements: Same as above

Website: www.matcotools.com

O'Reilly Automotive Stores, Inc. dba O'Reilly Auto Parts

Pricing

Materials, Parts & Supplies needed for repairs

Percentage Discount (-) list less than 41% or better

Equipment, Parts, Supplies, Etc. purchased for repairs to be performed in-house by District staff

Percentage Discount (-) **off** Manufacturer's List, Catalog or Website Price (whichever is more favorable for the District)
list less than 41% or better

Warranty Information: 1 year unless noted otherwise on the invoice

Additional Information: Provide any additional information not previously addressed in this document:

Discounts vary by product lines. Many products will have discounts greater than 41%. List price appears for each item on every invoice and in the online customer catalog at www.firstcallonline.com for easy verification of the minimum guaranteed discount for every item, List less 41% or better. Prices are updated daily, as needed. Discounts will be held firm for the entire term, including all renewals. Prompt payment discount terms 2% 10, Net 20. See attached Line card for parts and equipment categories and attached School Bus flier.

Exceptions: Indicate any exceptions the district should consider pertaining to your submittal (specifications, warranty, pricing, etc.):

- Special Order items may require freight. If applicable, freight will be quoted before order and billed as a separate line item on the invoice.
- Discounts are held firm, unit prices are subject to fluctuation, up and down, without notice based on costs from manufacturers and market forces.
- Parts are ordered and delivered as needed. There will be no unfulfilled part of the contract if termination is required.
- O'Reilly Auto Parts is not a federal contractor and shall not be paid with federally appropriated funds. O'Reilly reserves the right to refuse acceptance of federally funded POs without such refusal creating a breach of the contract

* No additional fees will be accepted for the use of the Visa Card

Contact Information for Quotes and Purchase Orders – Representative Assigned to this Contract:

Store 4453, 806 S. Broad St., Brooksville, FL 34601

Contact Name: Charles Sweatman, Store Manager

Phone Number: (352) 796-6326 or (352) 848-0886

Email Address: purchaseorders@oreillyauto.com

Contact Information for Warranty Repairs and Replacements: Same as above

Store 4895, 12275 Cortez Blvd, Brooksville, FL 34613

Contact Name: Bradley Haas, Store Manager

Phone Number: (352) 573-2000

Email Address: purchaseorders@oreillyauto.com

Contact Information for Warranty Repairs and Replacements: Same as above

Customer catalog: www.firstcallonline.com

Retail: www.oreillyauto.com

Reliable Transmission Service, Inc.

Service

Item No.	Description	Hourly Rate
1.	Labor Rates – School Bus Repairs	\$200.00
2.	Labor Rates – Body Repairs on School Buses	N/A
3.	Labor Rates – Prep, Paint and Finish for Accident Repairs for School Buses	N/A
4.	Labor Rates – White Fleet (Gasoline)	N/A
5.	Labor Rates – White Fleet (Diesel)	N/A
6.	Labor Rates – Body Repairs on White Fleet	N/A
7.	Labor Rates – Prep, Paint and Finish for Accident Repairs on White Fleet	N/A
8.	Labor Rates – Utility Trailer	N/A
9.	Labor Rates – Forklifts	N/A

Additional Pricing:

Materials, Parts & Supplies needed for above repairs to be performed by vendor:

Percentage Discount (-) 10 %

Equipment, Parts, Supplies, Etc. purchased for repairs to be performed in-house by District staff

Percentage Discount (-) **off** Manufacturer's List, Catalog or Website Price (whichever is more favorable for the District)

10 %

Warranty Information: 1 Year Parts / 90 days labor

Additional Information: Provide any additional information not previously addressed in this document:

- Percentage discount is for Allison transmission parts price schedule.

- Labor rate is for Allison transmission repairs, troubleshooting or R&R at HCSB Facility or RTS Tampa shop, however, pickup and delivery service is not available at this time.

* No additional fees will be accepted for the use of the Visa Card

Contact Information for Quotes and Purchase Orders – Representative Assigned to this Contract:

Contact Name: Allen Evans

Phone Number: 813-677-8883

Email Address: allene@rtsallison.com

Contact Information for Warranty Repairs and Replacements: Sams as above

Website: www.rtsallison.com

Ring Power Corporation

Service

Item No.	Description	Hourly Rate
1.	Labor Rates – School Bus Repairs	\$ 148.00
2.	Labor Rates – Body Repairs on School Buses	N/A
3.	Labor Rates – Prep, Paint and Finish for Accident Repairs for School Buses	N/A
4.	Labor Rates – White Fleet (Gasoline)	N/A
5.	Labor Rates – White Fleet (Diesel)	N/A
6.	Labor Rates – Body Repairs on White Fleet	N/A
7.	Labor Rates – Prep, Paint and Finish for Accident Repairs on White Fleet	N/A
8.	Labor Rates – Utility Trailer	N/A
9.	Labor Rates – Forklifts	N/A

Additional Information: Provide any additional information not previously addressed in this document:

Visa Card payment is not accepted.

* No additional fees will be accepted for the use of the Visa Card

Contact Information for Quotes and Purchase Orders – Representative Assigned to this Contract:

Contact Name: Jay Lusk

Phone Number: 904-494-1138

Email Address: jay.lusk@ringpower.com

Contact Information for Warranty Repairs and Replacements:

Contact Name: John Duncan II

Phone Number: 352-796-4978 OR 813-917-5730

Email Address: john.duncanII@ringpower.com

Website: www.ringpower.com

Sun State International Trucks LLC

Service

Item No.	Description	Hourly Rate
1.	Labor Rates – School Bus Repairs	\$160 (In shop) \$165 (Mobile)
2.	Labor Rates – Body Repairs on School Buses	N/A
3.	Labor Rates – Prep, Paint and Finish for Accident Repairs for School Buses	N/A
4.	Labor Rates – White Fleet (Gasoline)	N/A
5.	Labor Rates – White Fleet (Diesel)	N/A
6.	Labor Rates – Body Repairs on White Fleet	N/A
7.	Labor Rates – Prep, Paint and Finish for Accident Repairs on White Fleet	N/A
8.	Labor Rates – Utility Trailer	N/A
9.	Labor Rates – Forklifts	N/A

Additional Pricing:

Materials, Parts & Supplies needed for above repairs Select One: Percentage Discount (-) NF-3 %
to be performed by vendor:

Equipment, Parts, Supplies, Etc. purchased for repairs to be performed in-house by District staff Percentage Discount (-) **off** Manufacturer's List, Catalog or Website Price (whichever is more favorable for the District)

NF-3 %

Warranty Information: 1-year unlimited mileage

Additional Information: Provide any additional information not previously addressed in this document:

Free pick-up & delivery on shop repairs. Warranty will offer by product, minimum 1-year of coverage from installation.
NF = National Fleet Pricing. Tape available upon request. Full ecommerce site access available.

* No additional fees will be accepted for the use of the Visa Card

Contact Information for Quotes and Purchase Orders – Representative Assigned to this Contract:

Contact Name: Ronnie Jones
Phone Number: 352-277-0221
Email Address: rjones@sunstateintl.com

Contact Information for Warranty Repairs and Replacements: Same as above

Website: www.sunstateintl.com

Tampa Spring Company

Service

Item No.	Description	Hourly Rate
1.	Labor Rates – School Bus Repairs	\$ 100.00
2.	Labor Rates – Body Repairs on School Buses	N/A
3.	Labor Rates – Prep, Paint and Finish for Accident Repairs for School Buses	N/A
4.	Labor Rates – White Fleet (Gasoline)	N/A
5.	Labor Rates – White Fleet (Diesel)	N/A
6.	Labor Rates – Body Repairs on White Fleet	N/A
7.	Labor Rates – Prep, Paint and Finish for Accident Repairs on White Fleet	N/A
8.	Labor Rates – Utility Trailer	\$100.00
9.	Labor Rates – Forklifts	N/A

Additional Pricing:

Materials, Parts & Supplies needed for above repairs to be performed by vendor:

Percentage Markup (+) 28 %

Warranty Information: 1 Year

* No additional fees will be accepted for the use of the Visa Card

Contact Information for Quotes and Purchase Orders – Representative Assigned to this Contract:

Contact Name: John Messina Jr.

Phone Number: 813-933-2805

Email Address: jmessina@tampaspringco.com

Contact Information for Warranty Repairs and Replacements:

Contact Name: H. Smith

Phone Number: 813-933-2805

Email Address: hsmith@tampaspringco.com

Website: www.tampaspringco.com

A. Item Currently Budgeted -

Account Name	General Fund / Transportation					
Account Number	1100	7800	3500	9602	40100	Sub Project
	Fund	Function	Object	Cost Center	Project	
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget
	-				=	Present Request
						Remaining Balance Available
\$ 125,000.00	\$ 0.00	\$ 0.00	\$ 125,000.00	\$ 125,000.00	\$ 0.00	

Account Name	_____					
Account Number	_____	_____	_____	_____	_____	Sub Project
	Fund	Function	Object	Cost Center	Project	
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget
	-				=	Present Request
						Remaining Balance Available
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	

B. Item Currently Not Budgeted -**

Funding Source	_____					
Account Name	_____					
Account Number	_____	_____	_____	_____	_____	Sub Project
	Fund	Function	Object	Cost Center	Project	
Amount \$	_____					

Funding Source	_____					
Account Name	_____					
Account Number	_____	_____	_____	_____	_____	Sub Project
	Fund	Function	Object	Cost Center	Project	
Amount \$	_____					

C. History

Check one:
Prior Year Budget:
New for Current Year:

Prior Year Approved Budget: \$ 250,000.00 _____
 Prior Year Actual Spent: \$ 64,014.47 _____

** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT**

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name	General Fund / Transportation					
Account Number	1100	7800	5100	9602	40100	Sub Project
	Fund	Function	Object	Cost Center	Project	
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget
	-				=	Present Request
						Remaining Balance Available
\$ 57,000.00	\$ 0.00	\$ 0.00	\$ 57,000.00	\$ 57,000.00	\$ 0.00	

Account Name	General Fund / Transportation					
Account Number	1100	7800	5500	9602	40100	Sub Project
	Fund	Function	Object	Cost Center	Project	
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget
	-				=	Present Request
						Remaining Balance Available
\$ 580,000.00	\$ 0.00	\$ 0.00	\$ 580,000.00	\$ 580,000.00	\$ 0.00	

B. Item Currently Not Budgeted -**

Funding Source _____

Account Name _____

Account Number _____

	Fund	Function	Object	Cost Center	Project	Sub Project
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Amount \$ _____

Funding Source _____

Account Name _____

Account Number _____

	Fund	Function	Object	Cost Center	Project	Sub Project
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Amount \$ _____

C. History

Check one:
Prior Year Budget: (5100) (5500)
New for Current Year:

Prior Year Approved Budget: \$ 57,000.00 _____ \$ 580,000.00
 Prior Year Actual Spent: \$ 57,302.64 _____ \$ 467,711.43

** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT**

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -													
Account Name		_____											
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Original Approved Budget		+ Budget Amendments		- Expenditures / Encumbrances To Date		= Current Available Budget		- Present Request		= Remaining Balance Available			
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____			

Account Name		_____											
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project	
Original Approved Budget		+ Budget Amendments		- Expenditures / Encumbrances To Date		= Current Available Budget		- Present Request		= Remaining Balance Available			
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____			

B. Item Currently Not Budgeted -**													
Funding Source		2024-2025 General Fund Maintenance Mechanics Outside Repairs Account											
Account Name		2024-2025 General Fund Maintenance Mechanics Outside Repairs Account											
Account Number		1100 E		8100		3500		9507		49500		Sub Project	
		Fund		Function		Object		Cost Center		Project			
Amount		\$ 15,000.00											

Funding Source		2024-2025 General Fund Maintenance Mechanics Parts and Tires Account											
Account Name		2024-2025 General Fund Maintenance Mechanics Parts and Tires Account											
Account Number		1100 E		8100		5500 / 5600		9507		49500		Sub Project	
		Fund		Function		Object		Cost Center		Project			
Amount		\$ 60,000.00											

C. History	
Check one:	
Prior Year Budget:	<input checked="" type="radio"/>
New for Current Year:	<input type="radio"/>
Prior Year Approved Budget:	\$ 23,350.71
Prior Year Actual Spent:	\$ 23,350.71

** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT**



Hernando School District

School Board Regular Meeting

Agenda Item # 15. 25-2500

8/13/2024

Title and Board Action Requested

Citizen Input on Hernando County School issues on which the School Board customarily takes action (Pink Form - non-agenda items)

Executive Summary

Please see the attached form if you wish to make a presentation before the School Board for matters that pertain to other Hernando County School issues on which the School Board customarily takes actions.

My Contact

Kelly A. Pogue
Secretary to the School Board and General Counsel
Pogue_k@hcsb.k12.fl.us

2023-28 Strategic Focus Area

Other

Financial Impact

There is no financial impact.

NON-AGENDA ITEM COMMENT FORM FOR SPEAKERS

Failure to complete this form or to sign below will prevent the Citizen Input form
from being presented to the Board Chair.

LEGAL NAME/PRINTED: _____

LEGAL ADDRESS: _____

PHONE: (____) _____

Identify topics **not** included on the agenda. Topics need to address educational concerns.

TOPIC: _____

Guidelines:

Limited agenda time and the need to conduct meetings in an orderly fashion require that you adhere to the following Citizen's Input guidelines:

- The speaker will adhere to a three (3) minute time limit per speaker.
- Time may not be yielded to other speakers.
- The Chairperson has the authority to limit discussion if the subject is outside of the authority of the School Board Members regarding an issue that is repetitive or is addressing a legally confidential issue.
- Materials or documents you wish to share with the School Board must be attached to this form.
- The Chairperson may deny all forms submitted after the Board Meeting is called to order.
- The HCSD Code of Civility is in effect at all times (see other side).
- The Board typically does not respond to remarks or questions made during Citizen Comments.

My signature is confirmation that I have read, understand, and agree to abide by all guidelines and HCSD Code of Civility:

Signature of speaker: _____

Chairperson's Approval of form: _____

FOR OFFICE USE ONLY:
Date Received: _____
Time Received: _____

Hernando County School Board

CODE OF CIVILITY

The education of our children depends on the ability of the community, parents and staff to share responsibilities, meaningful communication and welcomed participation. Civility reflects the ability of each person to affirm the collective worth of being respectful.

With that, all persons attending or speaking at a school board meeting shall:

- Listen carefully and respectfully
- Not use any offensive gestures, language or profanity
- Not use any threatening words or actions
- Not display any disruptive behaviors, temper or insulting/demeaning words
- Treat others as they would like to be treated
- Never bully, harass or abuse others

*Any lack of civility by any person will result in that person being directed by the Superintendent, or Chairperson, to leave the premises. Failure to follow a directive will result in law enforcement assistance.

Note: The Board typically does not respond to remarks or questions made during citizen input. While no immediate action will be taken by the Board, the Superintendent may follow up the inquiries/comments by directing staff to intervene.