



**AGENDA  
SPECIAL SCHOOL BOARD MEETING**

Tuesday, March 25, 2008 - 8:30 a.m.

School Board Meeting Room

500 E. Ocean Blvd.

Stuart, FL 34994

Call to Order by the Chairman and Pledge of Allegiance to the Flag of the United States

1. **Adoption of the Agenda:\***
  - A. **Additions, Deletions or Amendments to the Agenda**
  - B. **Approval of the Agenda**
  
2. **Open to the Public:\***
  
3. **Construction:\***
  - A. **Approve Advertising for CMR for Phased Construction at WES- Rodger Osborne (Ex. 3-A)**
  - B. **Approve Advertising for CMR for Phased Construction at IMS-Rodger Osborne (Ex. 3-B)**
  - C. **Approve Amendment to Stamer Ranaldi Planning & Architecture, Inc. for Architectural Services to Provide Phase 1 Renovations at IMS-Rodger Osborne (Ex. 3-C)**
  
4. **Open to the Board:\***



**UPCOMING MEETINGS:** Unless noted otherwise, all School Board Meetings are held at 7:00 p.m. in the School Board Meeting Room, Instructional Center, 500 E. Ocean Blvd., Stuart, FL

**REGULAR SCHOOL BOARD MEETINGS**

April 15, 2008-7:00 p.m.  
May 20, 2008 – 7:00 p.m.  
June 17, 2008 – 7:00 p.m.  
School Board Meeting Room

**Joint Meeting between the School Board of Martin County,  
The Martin County Board of County Commissioners, and the City of Stuart**

Wednesday, June 18, 2008- 9:00 a.m.-12:00 p.m.  
John F. Armstrong Wing at the Blake Library  
2351 S.E. Monterey Rd., Stuart, FL 34996

**169.1 PUBLIC PARTICIPATION AT BOARD MEETINGS.**

The Chair shall be guided by the following policies:

- (1) **Time Limit.** Public discussion, not to exceed one (1) hour, may be scheduled or unscheduled. The Board may, from time to time, waive certain procedural requirements to allow greater public participation in Board meetings. Any waiver, regardless of how frequently made, shall be narrowly construed and not cited or used by other parties seeking to invalidate such procedures or otherwise avoid their impact. Attendees shall register their intention to participate in the public portion of the meeting with the Board clerk.
- (2) **Scheduled Appearances.** In scheduled appearances, any person or group shall be allowed fifteen (15) minutes for the purpose, provided such appearance has been placed on the agenda. Hearing procedures for formal argument and presentation are governed by Bylaw 0169.1.
- (3) **Unscheduled Appearances.** In unscheduled appearances, any person or group who has not made previous arrangements to be placed on the agenda may be heard for not more than five (5) minutes for an individual or group, provided there is time remaining in the public discussion.
- (4) **Remarks Directed to the Board.** When several members of the public or several members of a group share similar opinions on the same issues, a representative, rather than all the members, should address the Board. Persons addressing the Board shall speak into a microphone and direct their remarks to the Board. Staff members shall not be expected to answer questions from the audience unless called upon by the Chair or the Superintendent.
- (5) **Board Action.** Board action will not be taken on requests made during unscheduled appearances during the public discussion period until a later meeting unless the Board declares the matter to be an emergency.

\*possible action                      # exhibit available for review                      +emergency item

**NOTICE OF RIGHT TO JUDICIAL REVIEW**

A party who is adversely affected by this Final Order is entitled to Judicial Review pursuant to Section 120.68, Florida Statutes. Review proceedings are governed by the Florida Rules of Appellate Procedure. Such proceedings are commenced by filing one copy of a Notice of Appeal with the School Board Clerk and a second copy, accompanied by filing fees prescribed by law, with the District Court, Fourth District. The notice of appeal must be filed within 30 days of rendition of the order to be reviewed. Rendition is defined as the filing of the Final Order with the Clerk of the School Board of Martin County, Florida. The agency shall accurately and completely preserve all testimony in the proceedings, and, on the request of any party, it shall make a full or partial transcript available at no more than actual cost.

Accommodations are available for persons with special needs. Please call 219-1200 X 425 for assistance

THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA  
FACILITIES DEPARTMENT

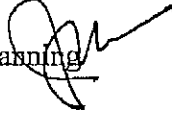
1050 SE 10th Street, Stuart, Florida 34996 • Telephone (772) 223-3105 • Facsimile (772) 221-4912



Julie L. Sessa  
Director of Facilities & Planning

Garret Grabowski, Construction Manager,  
J. Lisle Bozeman, Capital Projects/Planning Specialist,  
Courtney Morgan, Building Official  
Mark Cocco, Operations Manager, (772) 219-1275  
Kent Mershon, Energy Manager

MEMO 08003

~~To: Dr. Sara A. Wilcox, Superintendent~~  
From: Julie L. Sessa, Director of Facilities and Planning   
Date: March 18, 2008  
Subject: Authorization for Construction Manager at Risk (CMR)

The Facilities and Planning Department recommends using the CMR delivery process for phased construction at Warfield Elementary School. The next phase is phase 2, construction of a new music and art building. Please approve to advertise for CM@R for this project.

CC: School Board Members  
Doug Griffin, Board Attorney  
Rodger Osborne, Executive Director of Operations  
Garret Grabowski, Construction Manager

Dr. Sara A. Wilcox, Superintendent of Schools  
School Board Members: Dr. David L. Anderson • Laurie Gaylord • Susan J. Hershey • Nancy Kline • Lorie Shekailo

"An Equal Opportunity Agency"

MAR 25 2008  
3-A

THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA  
FACILITIES DEPARTMENT

1050 SE 10th Street, Stuart, Florida 34996 • Telephone (772) 223-3105 • Facsimile (772) 221-4912

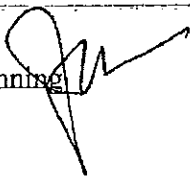


**Julie L. Sessa**  
Director of Facilities & Planning

**Garret Grabowski**, Construction Manager,  
**J. Lisle Bozeman**, Capital Projects/Planning Specialist,  
**Courtney Morgan**, Building Official  
**Mark Cocco**, Operations Manager, (772) 219-1275  
**Kent Mershon**, Energy Manager

*MEMO 08004*

---

**To:** ~~Dr. Sara A. Wilcox, Superintendent~~  
**From:** Julie L. Sessa, Director of Facilities and Planning   
**Date:** March 18, 2008  
**Subject:** Advertising for Construction Manager at Risk (CMR)

---

The Facilities and Planning Department recommends using the CMR delivery process for phased construction at Indiantown Middle School. Please approve to advertise for CM@R for this project.

**CC:** School Board Members  
Doug Griffin, Board Attorney  
Rodger Osborne, Executive Director of Operations  
Garret Grabowski, Construction Manager

Dr. Sara A. Wilcox, Superintendent of Schools  
School Board Members: Dr. David L. Anderson • Laurie Gaylord • Susan J. Hershey • Nancy Kline • Lorie Shekillo

"An Equal Opportunity Agency"

MAR 25 2008  
3-B

# AIA<sup>®</sup> Document G606<sup>™</sup> – 2000

## Amendment to the Professional Services Agreement

Amendment Number: 005

TO: Laurie Gaylord, Board Chair  
(Owner's Representative)

In accordance with the Agreement dated: August 05, 2003

BETWEEN the Owner:  
Martin County School District  
500 East Ocean Boulevard  
Stuart, Florida 34994

and the Architect:  
Starmer Randall Planning and Architecture, Inc  
890 Northern Way Suite E-1  
Winter Springs, FL 32708

for the Project:  
(Name and address)  
Indiantown Middle School Phase I  
Indiantown Middle School  
16303 SW Farm Road  
Indiantown, FL 34956

Authorization is requested  
 to proceed with Additional Services or a Change in Services.  
 to incur Additional Reimbursable Expenses.

As Follows:  
See Attachment A, B, C & D

The following adjustments shall be made to compensation and time.  
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:  
See Attachment "A"

Time:  
See Attachment "A"

SUBMITTED BY:

AGREED TO:

(Signature)

(Signature)

Bill Starmer  
(Printed name and title)

Laurie Gaylord, Board Chair  
(Printed name and title)

March 18, 2008  
(Date)

March 18, 2008  
(Date)

AIA Document G606<sup>™</sup> – 2000. Copyright © 2001 by The American Institute of Architects. All rights reserved. WARNING: This AIA<sup>®</sup> Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA<sup>®</sup> Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:35:01 on 03/10/2008 under Order No.1000324293\_1 which expires on 10/3/2008, and is not for resale.  
User Notes: (2819084138)

1

MAR 25 2008

3-C

147

**Indiantown Middle School Fee Structure/Schedule**

Base Deign Fee = Dept. of Mgt. Services Fee Guidelines (6.2%) x \$15,900,000.00=	\$985,000.00
Credit for Caf� re-use	(\$112,000.00)
Credit for Classroom re-use	(\$158,000.00)
 <b>Lump Sum Fee=</b>	 <b><u>\$715,000.00</u></b>

**Amend Contract via (AIA 606) to read:**

Preliminary Budget is estimated to be \$15,900,000 for construction.

Ref. Article 3.3.2: delivery method is expected to by Construction Manager at Risk the District retains right to change delivery methods.

Ref. Article 3.3.4: Application and related engineering services required for permitting shall be included in basic services, except wetlands permitting, survey and geotechnical analysis.

Ref. Article 3.4.13: Architect to provide not less than two complete color boards showing colors and textures of building components. Conceptual furniture and equipment layout to be included in bid drawings.

Ref. Article 3.4.16: Architect to assist the contractor in review of "as built" drawings and provide to the owner the contractors' as built set of drawings in AutoCAD 14 or latest version, one CD, one reproducible set, and three full size (24x36) copies. As Built drawings to be marked "Record Documents" and dated.

Ref. Article 3.4.19: The Architect shall provide acoustical design services as necessary to avoid disruptive noise transmission from one area to another and to allow the area to be used to the maximum intended purpose. Provide elevator design services, as requested, to ensure that the facility meets all applicable codes. Provide civil engineering services as needed to meet all code considerations and design services as needed to ensure the design and program requirements of the district.

Ref. Article 11.2.1: Amend to read: Lump Sum. Stipulated fee of: \$715,000.00.

Ref. Article 11.2.2

Pre Design Phase:	\$ 71,500.00
Schematic Design Phase:	\$107,250.00
Design Development Phase:	\$178,750.00
Construction Documents Phase:	\$250,250.00
Construction Phase:	<u>\$107,250.00</u>

Total Basic Compensation: **\$715,000.00**

Ref. Article 11.5.1: Amend to read: 24 months.

Ref. Article 11.5.2: Amend to read: Amounts unpaid sixty (60) days from date of the Architect's invoice at 0% interest.

MAR 25 2008  
3 C  
207

Ref. Article 12: Amend to read: Basic Services include all necessary services to complete the project, including but not limited to Structural Engineering, MEP Engineering, Civil Engineering Design, Landscape Architecture, Irrigation Design, Food Service Design, Interior Design, Acoustical Engineering, mailings, telephone calls and travel except as provided in article 10.2 Construction Job Site Visits shall not be less than one per week.

Portions of the building or buildings shall meet the requirements of Public Shelter Design Criteria per Florida Building Code.

Reproductions of Drawings to be four (4) sets at each phase plus not less than twenty (20) bid sets with four (4) sets signed and sealed as bid sets, 24 sets total.

Architect shall assist the contractor in review and preparation of As Built drawings in AutoCad Version 2006 or latest version, One CD, One reproducible set and three (3) full size (24"X36") copies. As Built copies to be marked "As Built" and dated.

Architect shall provide no less than two (2) color boards showing the materials selected for the project.

The Architect Shall Comply with the Insurance requirements as stated in "Exhibit B"

The Architect and its consultants shall comply with the Jessica Lunsford Act and complete the return "Exhibit D"

The Architect and its consultants shall comply with the AIA Document A201-1997 Amended November 21, 2006 (Attached)

The Architect shall assist the Owner in the update of the Florida Inventory of School Houses (F.I.S.H.)

In the event that the building construction does not run concurrently the Architect shall update the plans for any code revisions that are required at the time of conduction.

MAR 25 2008

3-C

3077

Attachment B to AIA B151- 1997 amends the Standard Form Agreement between the Owner, Martin County School District and Architect/Engineer.

Insurance Requirements:

The Architect/Engineer and all consultants employed by the Architect/Engineer shall each obtain and maintain insurance to protect the Architect/Engineer, Consultants and the Owner and as evidenced thereof, shall provide to the Owner completed Certificates of Insurance showing professional liability insurance, general liability insurance, property insurance, automobile insurance, and worker's compensation coverage in amounts reasonably satisfactory to the Owner. All insurance policies shall be with insurers licensed and authorized to do business in the State of Florida. All policies shall be issued by companies authorized to do business under the laws of the State of Florida and rated no less than "A" as to management and no less than Class "VIII" as to strength in accordance with the A.M. Best Company Insurance Guide. Certificates of insurance shall be furnished by the Architect/Engineer prior to the commencement of services herein. The aforementioned insurance coverage shall be maintained and kept in full force and effect for the term of the Agreement and shall not be materially reduced, altered, amended or cancelled without at least 45 days prior written notice to the Owner.

Professional Liability insurance including errors and omissions coverage shall be obtained by the Architect/Engineer and all Consultants for two (2) years after Substantial Completion of the Project and in the amount not less than annual per job aggregate coverage of \$ 1,000,000.

Commercial General Liability insurance shall be provided by the Architect/Engineer and all Consultants in the amount of not less than the general aggregate of \$2,000,000 and each occurrence of \$ 1,000,000.

Business Automobile Liability shall be obtained by the by the Architect/Engineer and all Consultants that includes coverage for all vehicles owned, leased hired, non-owned, and employee non-owned and should include personal injury protection and should be written for an amount not less than \$100,000 per claimant /\$500,000 per occurrence.

Worker's Compensation insurance shall be obtained by the Architect/Engineer and all Consultants that meet statutory limits pursuant with Florida Statutes, Chapter 440.

**Certificates of Insurance:** The Architect/Engineer and all Consultants will furnish Certificate of Insurance Forms. These shall be completed by the authorized Resident Agent and returned to the Facilities Construction Office. The School Board shall be named as additional insured on General Liability Insurance.

Indemnification :

- (1) The Architect/Engineer shall hold harmless and indemnify the Owner, its directors, officers, employees, representatives, agents and elected officials against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature including, but not by way of limitation, attorney's fees or court costs arising out of injury (whether mental or corporeal) to persons, including death or damage to property, arising out of or incidental to any negligent act or omission of the Architect/Engineer, its subcontractors, officers, employees, agents or assigns, in providing the services and work specified in the contract to be entered into pursuant to this solicitation.
- (2) The Architect/Engineer shall indemnify the Owner for all claims that may arise in whole or in part from the Architect/Engineer's performance pursuant to this contract.
- (3) The Architect/Engineer shall indemnify and hold harmless the Owner for any claim matter that arises from the Architect/Engineer alleged breach of contract with Owner.

ATTACHMENT "C"

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

STARMER RANALDI PLANNING & ARCHITECTURE, INC. WINTER SPRINGS, FL.

Attest:

APPROVED:

By: \_\_\_\_\_  
Joseph Ranaldi, AIA

By: \_\_\_\_\_  
Wm. E. Starmer  
AIA NCARB  
President

(Corporate Seal)

---

SCHOOL BOARD OF MARTIN COUNTY, FLORIDA

Attest:

APPROVED:

By: \_\_\_\_\_  
Sara A. Wilcox, Superintendent

By: \_\_\_\_\_  
Laurie Gaylord, Board Chair

Filed with the Clerk of the School  
Board this \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Ruth Pietruszewski, Clerk

MAR 25 2008  
3-C  
677

School Board of Martin County, FL.  
Jessica Lunsford Requirements

If Vendor will have any employees on any school site on school days when students may be present.

Vendor will comply with all requirements of Fla. Stat. 1012.32 and 1012.465 by completing the fingerprint screening required of Vendor and all of its employees who provide services under this contract. Vendor shall contact the District's Personnel Department at 772/219-1200 ext. 30242 to schedule an appointment for the screening. The fingerprint screening must be completed in advance of the Vendor) providing any services. Vendor will bear the cost of acquiring the background screening required by Fla. Stat. 1012.32, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Vendor and its employees. Vendor will provide District a list of its employees. Vendor will update these lists in the event that any new employees are added and Vendor agrees that new employees shall be fingerprinted. Vendor agrees that in the event any employee is convicted of a criminal offense, the Vendor will notify the District within forty-eight (48) hours.

The parties agree in the event that Vendor fails to perform any of the duties described in the above paragraph, this will constitute a breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless the District, its officers and employees from any liability whatsoever resulting from Vendor failure to comply with the requirements of this paragraph or Fla. Stat. 1012.32 and 1012.465.

MAR 25 2008

3-C  
7/1/08