

**AGREEMENT BETWEEN  
THE SCHOOL BOARD OF ST. LUCIE COUNTY AND CONSULTANT FOR  
PROFESSIONAL ARCHITECTURAL SERVICES FOR THE  
COUNTY-WIDE THERMAL / MOISTURE PROTECTION SERVICES**

**THIS AGREEMENT**, made and entered into this 23<sup>rd</sup> day August 2011, by and between The School Board of St. Lucie County ("Board") and Robert M. Stafford, Inc., d.b.a. as Stafford Consulting Engineers ("Consultant").

**WITNESSETH:**

**WHEREAS**, the Board proposes to retain the services of the Consultant to provide Architectural services to assist the Board, and

**WHEREAS**, the Consultant has agreed to provide such professional services in accordance with this Agreement.

**NOW, THEREFORE**, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

**1. GENERAL SCOPE OF AGREEMENT**

The relationship of the Consultant to the Board will be that of a professional consultant acting as an independent contractor. The Consultant will provide the professional and technical services required under this Agreement in accordance with acceptable Architectural practices and good ethical standards. The Board will determine the sequence of services to be provided by the Consultant and the Board will issue individual Work Authorization for the services.

**2. SCOPE OF SERVICES**

The scope of services to be provided by the Consultant under this Agreement includes providing professional Architectural services related to the comprehensive Thermal / Moisture Protection Program. The Scope of Services to be provided by the Consultant under this agreement includes but is not limited to the following:

**Design, Bidding, and Construction Administration of Building Envelope Projects:** Based upon the Board approved priority list, provide design, bidding, and construction administration services for the building envelope repair or replacement projects. During the design process, provide construction drawings, construction specifications, and construction cost statements. During the bidding process, attend a prebid meeting, process addenda, and provide a bid evaluation and bid award recommendations. During the construction phase, attend a preconstruction meeting, process submittals and other construction related documents, conduct periodic construction observations with observation reports, attend periodic construction progress meetings, conduct final observations, and process construction closeout documents.

**Miscellaneous Services:** When directed by the Board, provide miscellaneous services including but not limited to the following: additional construction observations beyond periodic observations, conducting water intrusion testing and analysis, coordination of emergency building envelope repairs, development of Board building envelope design standards, development of Board building envelope maintenance procedures, review of the building envelope portion of construction documents prepared by other architects, indoor air quality and mold studies, and analysis of building envelope commissioning services including roof testing, window testing, wall testing.

### 3. TERM OF AGREEMENT; EXTENSION; WORK AUTHORIZATIONS

A. The Consultant agrees to be available to begin work promptly after receipt of a fully executed copy of this Agreement. Unless terminated earlier as provided for herein, this Agreement shall remain in effect until August 23, 2012. The Board reserves the right to extend the term of this Agreement for two additional terms of one year each. In order to extend the term, the Board must notify the Consultant no later than 30 days prior to the expiration of the then current Agreement except that the Consultant may waive this notice requirement.

B. Specific work assignments will be initiated as directed by the Board or its designated representative and shall be set forth in individual Work Authorizations. All Work Authorizations shall be executed by the Consultant on behalf of the Board in accordance with the Board's purchasing policy. The Work Authorizations, at a minimum, shall describe the scope of the work to be performed by the Consultant, the responsibilities of the Consultant, the amount and basis for the compensation to the Consultant, and a schedule for completion of the work by the Consultant.

### 4. WORK PRODUCT

All sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the Consultant's services under this Agreement shall become the property of and shall be delivered to the Board without restriction or limitation as to use. The Board agrees, however, that no additions, deletions, changes or revisions shall be made to such documents unless the Consultant's name and professional seal are removed from the document. Any reuse of documents prepared by the Consultant for purposes outside of the scope of this agreement including Work Authorizations issued hereunder without written verification or adaptation by the Consultant for the specific purpose intended will be at the sole risk of the Board and without liability or legal exposure to the Consultant. The Consultant shall utilize computer aided design software (CAD) instead of manual design and drafting techniques. The Board shall, at no additional expense be furnished one (1) set of reproducible copies of any maps and/or drawings prepared for the Board by the Consultant. In addition, the Consultant shall provide the Board with digital copies of all finished design and construction documents. The digital copies shall be in PDF format and conveyed on a mutually agreed media. Notwithstanding any other provision of this Agreement, all of Consultant's pre-existing or proprietary computer programs, software, information or materials developed outside of this Agreement shall remain the exclusive property of the Consultant.

### 5. COMPENSATION

The Consultant shall be compensated for all services rendered under this Agreement as set forth in the individual Work Authorization executed for each project as follows:

**Design, Bidding, and Construction Administration Services:** Fees shall be compensated based upon the applicable hourly rates (Schedule of Hourly rates) set forth in Exhibit A.

**Miscellaneous Services:** Fees shall be based upon the personnel rates of the Consultant attached as Exhibit "A" plus reimbursement for non-personnel expenses attached as Exhibit "B".

### 6. SUSPENSION, CANCELLATION OR ABANDONMENT

In the event the services of the Consultant called for under a Work Authorization issued pursuant to this Agreement, are suspended, canceled or abandoned by the Board, the Consultant shall be given five (5) days prior written notice of such action and shall be compensated for the authorized professional services satisfactorily performed prior to the date of notification, cancellation or abandonment.

## 7. **DEFAULT; TERMINATION**

### A. **FOR CAUSE**

If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, the other party shall have the right to terminate this Agreement by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the seven (7) calendar day time period.

With regard to the Consultant, the following items shall be considered default under this Agreement:

(1) If the Consultant should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.

(2) If the Consultant should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to provide the services contemplated by this Agreement.

(3) If the Consultant disregards laws, policies, or the instructions of the Board or otherwise is guilty of a substantial violation of the provisions of the Agreement.

In the event of termination, the Consultant shall only be entitled to receive payment for authorized professional services satisfactorily performed prior to the termination date.

### B. **WITHOUT CAUSE**

Either party may terminate the Agreement without cause at any time upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the Board shall compensate the Consultant for all authorized professional services satisfactorily performed prior to the termination date.

## 8. **FORCE MAJEURE**

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control (financial difficulty shall not be considered a cause beyond a party's control), all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions, acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and Board shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period. If any period of force majeure continues for thirty (30) days or more, either party shall have the right to terminate this Agreement upon ten (10) days prior written notice to the other party.

## 9. **ASSIGNMENT**

The Board and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representative, and permitted assigns of such other party, in respect to all covenants of this Agreement; and, neither the Board nor the Consultant will assign or transfer its rights and obligations in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

## 10. AUDIT

The Consultant agrees that the Board or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the Board the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising there from are resolved, or three years after completion of any project authorized under this agreement.

## 11. PUBLIC RECORDS

The Consultant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Consultant in conjunction with this Agreement.

## 12. INSURANCE

The Consultant shall procure and maintain during the life of this Agreement insurance of the types and subject to the limits set forth below. Proof of the following insurance will be furnished by the Consultant by Certificate of Insurance, which names The School Board of St. Lucie County, its officers, board members, employees and agents as additional insured on general liability & automobile liability insurance policies. Such certificate must contain a provision for notification of the Board 30 days in advance of any material change or cancellation. The policies must be specifically endorsed to grant the Board the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal. The Board by and through its Risk Management Department and in cooperation with the Contracting Department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract.

All insurance carriers providing insurance under this Agreement shall be licensed and authorized to do business in the State of Florida. All insurance carriers must have an A.M. Best Rating of at least A: VII or better. When a self insured retention or deductible exceeds \$5,000, Board reserves the right, but not the obligation, to review and request a copy of Consultant's most recent annual report or audited financial statement.

All contractors including any independent contractors and subcontractors utilized must comply with the following insurance requirements:

### **A. COMMERCIAL GENERAL LIABILITY INSURANCE, INCLUDING CONTRACUAL LIABILITY, TO COVER THE HOLD HARMLESS AGREEMENT SET FORTH HEREIN, WITH LIMITS OF NOT LESS THAN:**

EACH OCCURRENCE	\$1,000,000
PERSONAL/ADVERTISING INJURY	\$1,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE	\$2,000,000
GENERAL AGGREGATE	\$2,000,000
FIRE DAMAGE	\$100,000 ANY 1 FIRE
MEDICAL EXPENSE	\$10,000 ANY 1 PERSON

AN ADDITIONAL INSURED ENDORSEMENT **MUST** BE ATTACHED TO THE CERTIFICATE OF INSURANCE AND MUST INCLUDE COVERAGE FOR COMPLETED OPERATIONS (SHOULD BE ISO CG20101185 OR CG20371001 & CG20100704) UNDER THE GENERAL LIABILITY POLICY. PRODUCTS & COMPLETED OPERATIONS COVERAGE TO BE PROVIDED FOR A MINIMUM OF 10 YEARS FROM THE DATE OF POSSESSION BY OWNER OR COMPLETION OF CONTRACT. COVERAGE IS TO BE WRITTEN ON AN OCCURRENCE FORM BASIS AND SHALL APPLY AS PRIMARY. A PER PROJECT AGGREGATE LIMIT ENDORSEMENT SHOULD BE ATTACHED. DEFENSE COSTS ARE TO BE IN ADDITION TO THE LIMIT OF LIABILITY. A WAIVER OF SUBROGATION IS TO BE PROVIDED IN FAVOR OF THE BOARD. COVERAGE FOR THE HAZARDS OF EXPLOSION, COLLAPSE AND UNDERGROUND PROPERTY DAMAGE (XCU) MUST ALSO BE INCLUDED. COVERAGE SHOULD EXTEND TO INDEPENDENT CONTRACTORS AND FELLOW EMPLOYEES. CONTRACTUAL LIABILITY IS TO BE INCLUDED. COVERAGE IS TO INCLUDE A CROSS LIABILITY OR SEVERABILITY OF INTERESTS PROVISION AS PROVIDED UNDER THE STANDARD ISO FORM

SEPARATION OF INSURED'S CLAUSE. THERE SHALL NOT BE A "DAMAGE TO YOUR WORK" EXCLUSION IN THE POLICY. POLICY IS TO INCLUDE COVERAGE FOR POLLUTION RELEASE AT PROJECT LOCATION IN WHICH THE INSURED IS PERFORMING NON-ENVIRONMENTAL OPERATIONS. A "LIMITED POLLUTION LIABILITY EXTENSION ENDORSEMENT" MAY BE ATTACHED. THERE SHALL BE NO EXCLUSION FOR MOLD, SILICA OR RESPIRABLE DUST OR BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF HEAT, SMOKE, FUMES OR ASH FROM A HOSTILE FIRE.

**B. PROFESSIONAL LIABILITY.** CONSULTANT MUST MAINTAIN PROFESSIONAL LIABILITY OR EQUIVALENT ERRORS & OMISSIONS LIABILITY WITH LIMIT OF NOT LESS THAN \$1,000,000 PER OCCURRENCE. FOR POLICIES WRITTEN ON A CLAIMS MADE BASIS, CONSULTANT SHALL MAINTAIN A RETROACTIVE DATE PRIOR TO OR EQUAL TO THE EFFECTIVE DATE OF THIS CONTRACT. IN THE EVENT THE POLICY IS CANCELED, NON-RENEWED, SWITCHED TO AN OCCURRENCE FORM OR THERE IS A CHANGE IN RETROACTIVE DATE, CONSULTANT MUST PURCHASE AN EXTENDED REPORTING PERIOD RIDER DURING THE LIFE OF THIS CONTRACT OF NOT LESS THAN 3 YEARS. COVERAGE IS TO APPLY ON A PRIMARY BASIS.

**C. BUSINESS AUTOMOBILE LIABILITY** FOR ANY AUTO (ALL OWNED, HIRED, AND NON-OWNED AUTOS) WITH LIMITS OF NOT LESS THAN \$1,000,000 PER ACCIDENT. IN THE EVENT CONSULTANT DOES NOT OWN ANY AUTOMOBILES, THE BOARD WILL ACCEPT PROOF OF HIRED AND NON OWNED AUTO LIABILITY ONLY. CERTIFICATE HOLDER MUST BE LISTED AS ADDITIONAL INSURED. A WAIVER OF SUBROGATION MUST BE PROVIDED. COVERAGE SHOULD APPLY ON A PRIMARY BASIS.

**D. WORKER'S COMPENSATION INSURANCE** WITH LIMITS EQUAL TO FLORIDA STATUTORY REQUIREMENTS. EMPLOYERS LIABILITY MUST INCLUDE LIMITS OF AT LEAST \$100,000 EACH ACCIDENT, \$100,000 EACH DISEASE/EMPLOYEE, \$500,000 EACH DISEASE/MAXIMUM. A WAIVER OF SUBROGATION MUST BE PROVIDED. COVERAGE SHOULD APPLY ON A PRIMARY BASIS. SHOULD SCOPE OF WORK PERFORMED BY CONTRACTOR QUALIFY ITS EMPLOYEE FOR BENEFITS UNDER FEDERAL WORKERS COMPENSATION STATUTE (EXAMPLE, U.S. LONGSHORE & HARBOR WORKERS ACT OR MERCHANT MARINE ACT), PROOF OF APPROPRIATE FEDERAL ACT COVERAGE MUST BE PROVIDED.

Any insurance provided which does not meet the above requirements will not be deemed acceptable under the terms of this contract unless accepted in writing by Board's Risk Management Department.

### **13. INDEMNIFICATION**

To the fullest extent permitted by laws and regulations, and in consideration of the amounts paid to Engineer under this Agreement, the Engineer shall defend, indemnify, and hold harmless the Board, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of negligence, recklessness, or intentional wrongful misconduct in the performance of the work by the Engineer, any contractor, subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the Board, or any of its officers, directors, agents, or employees by any employee of the Engineer, any contractor, subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Engineer, or any such contractor, subcontractor, or other person or organization under workers' or workmans' compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the Board, the Engineer, or any of his contractors or subcontractors. To the extent this indemnification conflicts with any provision of Florida law or statute, this indemnification shall be deemed to be amended in such a manner as to be consistent with such law or statute.

Acceptance by the Engineer of the last payment shall be a release to the Board and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the Board, or of any person relating to or affecting the work.

The parties agree that to the extent the written terms of this indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08, Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

#### 14. **PROHIBITION AGAINST CONTINGENT FEES**

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making this Agreement.

#### 15. **ATTORNEY'S FEES AND COSTS**

In the event of any dispute concerning the terms and conditions of this Agreement or in the event of any action by any party to this Agreement to judicially interpret or enforce this Agreement or any provision hereof, or in any dispute arising in any manner from this Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses, whether suit be brought or not, and whether any settlement shall be entered in any declaratory action, at trial or on appeal.

#### 16. **NON DISCRIMINATION**

The Consultant covenants and agrees that the Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bona fide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

#### 17. **VERIFICATION OF EMPLOYMENT STATUS**

The Consultant agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control act of 1986, of all persons it employs in the performance of this Agreement.

#### 18. **NOTICE**

All notices, invoices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, Tele-communicated, or mailed, addressed:

##### **As to the Board:**

The School Board of St. Lucie County  
Division of Facilities & Support Services  
327 N. W. Commerce Park Drive  
Port St. Lucie, Florida 34986  
Facsimile (561) 785-6688

**As to Consultant:**

Robert M. Stafford, Inc.  
d.b.a. Stafford Consulting Engineers  
9115 Harris Corners Parkway, Suite 230  
Charlotte, NC 28269  
Facsimile 704-597-5262

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the delivery is received from the postal authorities, if mailed, or (c) upon the date Tele-communicated.

**19. COMPLIANCE WITH LAWS**

The Consultant, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The Board undertakes no duty to ensure such compliance, but will attempt to advise Consultant, upon request, as to any such laws of which it has present knowledge.

**20. TRUTH -IN-NEGOTIATION CERTIFICATE**

Execution of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete and current at the time of execution of the Agreement. The original Agreement rates and any additions thereto shall be adjusted to exclude any significant sums by which the Board determines the Agreement rate(s) was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such rate adjustments shall be made within one year following the end of this Agreement.

**21. NON-WAIVER**

The rights of the parties under this Agreement shall be cumulative and the failure of either party to exercise properly any rights given hereunder shall not operate to forfeit any of the said rights.

**22. CONFLICT OF INTEREST**

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes 112.311. The Consultant further represents that no person having any interest shall be employed for said performance. The Consultant shall promptly notify the Board in Writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance the nature of work that the Consultant may undertake and request an opinion of the Board as to whether the association, interest or circumstance would, in the opinion of the Board, constitute a conflict of interest if entered into by the Consultant. The Board agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the Board, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the Board shall so state in the notification and the Consultant shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Board by the Consultant under the terms of this Agreement.

**23. LITIGATION SERVICES**

It is understood and agreed that the Consultant's services under this Agreement do not include participation in any litigation as an expert witness. Should such services be required, a supplemental agreement may be negotiated between the

Board and the Consultant describing the services desired and providing a basis for compensation to the Consultant.

24. **MEDIATION**

In the event of a dispute between the parties in connection with this Agreement, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation prior to filing a lawsuit. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for St. Lucie County. The fee of the mediator shall be shared equally by the parties. To the extent allowed by law, the mediation proves shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue.

25. **INTERPRETATION; VENUE**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern all interpretations. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial circuit for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims which are justifiable in federal court.



**IN WITNESS WHEREOF**, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated.

**THE BOARD OF  
ST. LUCIE COUNTY**

**ATTEST:**

\_\_\_\_\_

**BY:** \_\_\_\_\_  
**CHAIRMAN**

**APPROVED AS TO FORM AND  
CORRECTNESS**

\_\_\_\_\_  
**BOARD ATTORNEY**

**WITNESSES:**

Christine Bourget

**By:**  \_\_\_\_\_

Cindy Overcash

**Print Name:** Stuart W. Sutton, PE RRC

**Title:** President

## **EXHIBIT “A”**

### **Agreement Between St. Lucie District Schools and For the Thermal / Moisture Protection Program Services**

#### **Hourly Rates for Professionals – January 11, 2011 through January 11, 2012**

Principals	\$175.00
Project Architects or Staff Architects	\$150.00
Thermographer	\$ 90.00
Certified Indoor Environmentalist	N/A
Building Envelope Technicians	\$90.00-\$125.00
CADD Draftsman	\$55.00
Clerical	\$50.00

#### **Hourly Rates for Professionals – January 11, 2012 through January 11, 2013**

Principals	\$175.00
Project Architects or Staff Architects	\$150.00
Thermographer	\$ 90.00
Certified Indoor Environmentalist	N/A
Building Envelope Technicians	\$90.00-\$125.00
CADD Draftsman	\$55.00
Clerical	\$50.00

#### **Hourly Rates for Professionals – January 11, 2013 through January 11, 2014**

Principals	\$184.00
Project Architects or Staff Architects	\$158.00
Thermographer	\$ 95.00
Certified Indoor Environmentalist	N/A
Building Envelope Technicians	\$95.00-\$131.00
CADD Draftsman	\$58.00
Clerical	\$53.00

Rate Schedule for subsequent years will be negotiated by the Board and the Consultant.

## **EXHIBIT “B”**

### **Agreement Between St. Lucie District Schools and For the Thermal / Moisture Protection Program Services**

#### **Schedule of Reimbursable Expenses**

##### Transportation and Travel

- |  |                         |
|--|-------------------------|
| a) Automobile Mileage                            | Applicable I.R.S. rates |
| b) Transportation Fares, Lodging and Subsistence | At cost (no markup)     |

##### Reproductions (In House)

- |   |                                  |
|---|----------------------------------|
| a) Prints   | \$0.25 (standard 4” x 6” photos) |
| b) Photocopies (black and white, letter or legal) | \$0.11                           |
| c) Photocopies (color, letter or legal)           | \$0.15                           |
| d) Photocopies (black and white, 11”x17”)         | \$0.15                           |
| e) Photocopies (color, 11”x17”)                   | \$0.30                           |

Reproductions (Outside Service) Cost plus 10%

Delivery and Courier Service \$50.00

Engineers, Testing Labs, Etc. Cost plus 20%