

INTERNAL AUDIT REPORT

**Review of Fort Lauderdale High School Phased Replacement
Project No. P.000687 (f/k/a 0951-27-01)**

June 2014



**BROWARD COUNTY
PUBLIC SCHOOLS**

The Nation's Sixth Largest School District



To be presented to the:

**Audit Committee on
July 15, 2014**

**The School Board of Broward County, Florida on
August 5, 2014**

By

The Office of the Chief Auditor



Broward County Public Schools

The School Board of Broward County, Florida

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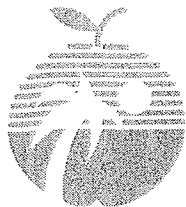
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June 19, 2014

Members of The School Board of Broward County, Florida
Members of The School Board Audit Committee
Mr. Robert W. Runcie, Superintendent of Schools

Ladies and Gentlemen:

This review of the Fort Lauderdale High School Phased Replacement Project No. P000687 f/k/a 0951-27-01 was performed in accordance with the 2013-2014 Audit Plan. The report consists of a review of the project's Construction Change Directives (CCD's), Change Orders (C/O's), Performance and Payment Bonds (P&PB's), Builder's Risk Insurance (B/R Insurance), School Board Policy 7006, Labor Burden Costs and Change Order/Construction Change Directive Delivery Methods. The objective of the audit was to determine whether the Office of Facilities and Construction (OFC), Project Consultant and General Contractor complied with the contract terms and School Board Policies that govern CCD's, C/O's, P&PB's, B/R Insurance and C/O Labor Burdens.

In our opinion, the Office of Facilities and Construction has several areas that should be strengthened, in order to ensure compliance with contract terms and daily operations and administration of construction related activities. Our review disclosed several contract compliance issues; specifically, payments were made to the General Contractor for change work based on Construction Change Directives, which are prohibited by the contract documents; Performance and Payment Bond Riders were not provided by the General Contractor with each change order which increased the contract price, as required by the contract documents; School Board of Broward County Policy 7006 – Approval of Facilities' Construction Contract Change Orders, as written in the General Conditions of the contract, does not match the official School Board policy; the Change Order Summary Form and the Prolog Change Order Listing Report did not list Construction Change Directives issued to the General Contractor resulting in understating the monetary commitments of the project; the Builder's Risk Insurance was not maintained at 100% of the contract value as required by the Contract Documents; Change Order payroll burden was not properly calculated and Change Orders deviated from the cost amounts of the related Construction Change Directive cost amounts. We have included recommendations to strengthen contract administration, implement improvements to future contracts and address our specific findings. Follow up responses to management's responses were provided by our office, as needed.

This report will be presented to the Audit Committee at its July 15, 2014 meeting and will be presented to the School Board at its August 5, 2014 meeting.

Sincerely,

Patrick Reilly, CPA
Chief Auditor
Office of the Chief Auditor

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EXECUTIVE SUMMARY

In accordance with the 2013-2014 Audit Plan, we reviewed the Fort Lauderdale High School Phased Replacement Project No. P.000687 (f/k/a 0951-27-01) for compliance with Contract Documents and School Board of Broward County, Florida policies.

Objectives

The primary objectives of the audit were to determine whether the Office of Facilities & Construction (OFC), General Contractor, and Project Consultant complied with contract terms regarding:

1. Change Order and Construction Change Directive approval and payment procedures;
2. Performance and Payment Bond Rider requirements;
3. Application for Payment approval and payment procedures;
4. Whether the Board is being presented with Change Orders documenting the complete history, in order to assess future financial impact;
5. Builder's Risk requirements;
6. Whether the OFC enforced the General Conditions Article 33 Change Orders provisions of the contract governing allowable labor burden costs and if the general contractor and subcontractor labor burden costs charged were compliant with the contract change order requirements;
7. Whether the OFC's numerous use of Mutual Agreement/Lump Sum Price CCD's and Change Orders comply with the contract parameters that determine their use and if this type of CCD/Change Order delivery is in the best fiduciary interest of the District.

Scope and Methodology

This review of the Fort Lauderdale High School Phased Replacement Project No. P.000687 (f/k/a 0951-27-01) includes a review of the Contract Documents, which consist of the Agreement Form, Addenda, General Conditions of the Contract, Project Manual, Drawings, Specifications, and all modifications issued after the execution of the Contract.

Our audit was conducted in accordance with generally accepted auditing standards and Government Auditing Standards issued by the Comptroller General of the United States. The aforementioned standards require that we plan and perform the audit to ensure a reasonable basis for our judgments and conclusions regarding the function under audit. An audit includes assessments of applicable controls and compliance with the requirements of laws, rules and regulations when necessary to satisfy the audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

It is our responsibility to perform the review under generally accepted auditing standards and Government Auditing Standards, as well as provide recommendations to improve operations, strengthen internal controls and ensure compliance with the requirements of laws, rules and regulations in matters selected for review. It is the administration's responsibility to implement recommendations, to maintain an internal control environment conducive to the safeguarding of District assets and to preserve the District's resources, and to comply with applicable laws, regulations and School Board policies.

The procedures used to satisfy our objectives in this audit included the following:

- Reviewing the Agreement Form;
- Reviewing the General Conditions of the Contract;
- Reviewing Change Orders and Construction Change Directives;
- Reviewing the Applications for Payment;
- Reviewing the Performance and Payment Bond Riders;
- Reviewing the Builder's Risk Insurance;
- Reviewing the Change Order payroll burden charges;
- Performing other auditing procedures as deemed necessary.

Opinion and Summary of Results

Our review disclosed several contract compliance issues regarding the issuance of Construction Change Directives, Performance and Payment Bond Riders, Builder's Risk Insurance policies, the processing of Applications for Payment to the General Contractor, and Change Order Payroll Burden charges. We have included recommendations to strengthen contract administration, implement improvements to future contracts and address our specific findings.

We summarized our observations below:

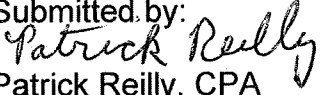
- Payments were made to the General Contractor for change work based on Construction Change Directives, which is prohibited by the contract documents;
- Performance and Payment Bond Riders were not provided by the general contractor with each change order which increased the contract price as required by the contract documents;
- School Board of Broward County Policy 7006 – Approval of Facilities' Construction Contract Change Orders as written in the General Conditions of the Contract does not match the official Board policy;
- The Change Order Summary Form and the Prolog Change Order Listing Report did not list Construction Change Directives issued to the General Contractor resulting in understating the monetary commitments of the project;
- The Builder's Risk Insurance was not maintained at 100% of the contract value as required by the Contract Documents;
- Change Order payroll burden was not properly calculated;
- Change Orders deviated from the cost amounts of the related Construction Change Directive cost amounts previously approved by all parties.

We would like to thank the Office of Facilities & Construction and all District personnel who aided in the completion of this report.

Audit performed by:

Robert Goode
Gerardo Usallan, Jr
Joe Wright

Submitted by:


Patrick Reilly, CPA
Chief Auditor
Office of the Chief Auditor

SECTION I
FINDINGS

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FINDING No. 1 – The Office of Facilities and Construction approved and made payments to the General Contractor for additional work prior to CCD's being converted to Change Orders, and Change Orders being approved by the School Board of Broward County.

Condition

The Office of the Chief Auditor (OCA) identified payments approved by the Office of Facilities and Construction (OFC) to Kaufman-Lynn Construction, Inc. (General Contractor) for Change Order work prior to receiving the required School Board of Broward County (Board) approval. These payments were made based on Construction Change Directives (CCD) issued by the OFC to the General Contractor. The CCDs had not been converted to Change Orders and approved by the Board before the payments were made. Per the Contract Documents, contractors are not allowed to submit requisitions for payment until Change Orders are approved by the Board (see Exhibit I-5). The table below shows CCDs that were paid before receiving Board approval.

Construction Change Directive			Application for Payment No. 15		Change Order		
No.	Amount	Exhibit	OFC Approval Date	Actual Date Paid	No.	Board Approval Date	Amount
001	\$21,058.06	A-1	2-11-2013 (see Exhibit C-2 & C-6)	3-5-2013 (see Exhibit C-5)	002	July 23, 2013 (see Exhibit O)	\$21,058.00
003	\$15,867.60	A-2			002		\$15,868.00
012	\$52,283.01	A-10			002		\$52,283.00
010	\$10,094.92	A-8			003	March 17, 2014 (see Exhibit P)	\$9,995.00
011	\$17,227.35	A-9			003		\$17,809.00
007	\$10,776.58	A-5			003		\$11,089.00
013	\$22,084.44	A-11			003		\$22,084.00
022	\$9,699.86	A-20			003		\$10,183.00
014	\$34,296.00	A-12			003		\$34,283.00
008	\$28,891.00	A-6			003		\$25,952.00
009	\$10,613.40	A-7			003		\$11,145.00
021	\$4,703.53	A-19			003		\$5,380.00
Total	\$237,595.75					Total	\$237,129.00

Additionally, in their Operational Review of Facilities and Construction Management report issued on June 21, 2012, McGladrey, LLC (McGladrey) listed Observation No. 29 – Pay Application Review Responsibility as a High Risk Item. McGladrey considered High Risk Items *“to be of immediate concern and could cause significant operational issues if not addressed in a timely manner”* (see Exhibit S-2). McGladrey recommended that *“F&CM utilize a checklist to document reviews and reconciliations performed throughout the pay application review process. This checklist will serve both as documentation of work performed and as a reference to employees, helping ensure proper review and support of all payments* (see Exhibit S-3). They included as an exhibit their Pay Application Checklist in order to assist F&CM in implementing this recommendation. F&CM agreed with the recommendation.

On February 28, 2013, McGladrey issued a Follow up to the Operational Review of Facilities and Construction Management. On page 2, they listed Observation No. 29 as Not Implemented (see Exhibit T-2). On page 29, they listed an update stating that *"The implementation of this recommendation was performed subsequent to the completion of the follow up phase of this engagement and therefore could not be considered implemented for the purposes of this report."* On the same page, Management's Response dated February 23, 2013 states that *"Staff has taken the steps necessary to correct this noncompliance issue through implementation of the invoice checklist and review prior to processing invoices. Management is monitoring Staff compliance with this contractual requirement and shall hold those responsible for enforcing this requirement accountable through progressive discipline, if necessary"* (see Exhibit T-3).

In OCA's Current Status Update dated February 2014, we stated in our follow up response *"We verified that the Application for Payment Checklist is being used by OF&C in the Fort Lauderdale Phased Replacement Project"*.

Included in Application for Payment No. 15 is the Application for Payment Checklist form which was recommended by McGladrey (see Exhibit C-3). Item No. 27 states *"Change Orders referenced in Application for Payment is reconciled with Board Approved Change Orders"* (see Exhibit C-4). This Application for Payment was approved by OFC on February 11, 2013 (see Exhibit C-2). The CCDs paid with this AFP were not Board approved Change Orders until July 23, 2013 and March 17, 2014 (see Table above).

Background

Changes to the Contract may be ordered by the Owner to the Contractor by Change Order (CO), Construction Change Directive (CCD), or Project Consultant's or Architect's Supplementary Instructions (ASI).

1. Change Order

A Change Order indicates the agreement by the Owner, Contractor and/or Project Consultant/Architect to a change in the work, including any adjustment in the contract sum and time impact on the project schedule. Many Change Order provisions require that a contractor receive a signed Change Order before proceeding with any changed work.

School Board of Broward County, FL (SBBC) Contract Document 00700 – General Conditions of the Contract Article 33.02.01 states that *"Change Order shall mean a written order to the Contractor executed by the Owner and the Project Consultant after execution of this Contract, directing a change in the Work and may include a change in the Contract Price or the time for the Contractor's performance, or any combination thereof"* (see Exhibit J-1).

2. Construction Change Directive

A Construction Change Directive is used in the absence of a total agreement between the owner and contractor on the terms of a Change Order. The CCD

directs the contractor to proceed with changed work without a final agreement on sum and time impact for the changed work. In other words, a CCD can be used to force a contractor to proceed with the changed work even though the contractor does not know yet how much it will be paid for the changed work.

SBBC Contract Document 00700 – General Conditions of the Contract Article 33.02.10 states that *“The Contractor is obligated to proceed With the Work for a Change Order, even though there has not been an agreement reached with the Owner as to an adjustment to the Contract Price or time, and even if there is a dispute as to same. In such instances the Project Consultant will issue Document 01250e, Construction Change Directive as specified elsewhere in the Contract Documents. A Change Order or proposed Change Order shall not be the basis of the Contractor not performing pursuant to the Contract Documents”* (see Exhibit J-4).

SBBC Specification Section 01250 – Contract Modification Procedures states that *“Document 01250e - Construction Change Directive, is a written order prepared by Project Consultant and signed by the Owner and the Project Consultant, directing a change in the Work and stating a proposed basis for 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”* (see Exhibit I-4).

3. Project Consultant’s Supplementary Instructions

Contract Document 00700 – General Conditions of the Contract Article 33.03 states that *“The Project Consultant will have authority to order minor changes in the Work not involving an adjustment to the Contract Sum or Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order on Document 01250f, Project Consultant’s Supplemental Instructions and such changes shall be binding on the Owner and the Contractor”* (see Exhibit J-4)

Criteria

The General Contractor is required to perform all of the Work in strict accordance with the Contract Documents. The Contract Documents consist of the Agreement Form, Addenda, Supplementary Conditions, General Conditions, Documents contained in the Project Manual, Drawings, Specifications, and all modifications issued after execution of the Contract. SBBC Document 00700-General Conditions of the Contract, Article 33.02.10 states *“The Contractor is obligated to proceed With the Work for a Change Order, even though there has not been an agreement reached with the Owner as to an adjustment to the Contract Price or time, and even if there is a dispute as to same. In such instances the Project Consultant will issue Document 01250e, Construction Change Directive as specified elsewhere in the Contract Documents. A Change Order or*

proposed Change Order shall not be the basis of the Contractor not performing pursuant to the Contract Documents” (see Exhibit J-4).

SBBC Design and Material Standards Section 01250 – Contract Modification Procedures Section 1.7(G) states *“Actual adjustments to the Contract Sum and Contract Time shall not become effective until the changes are formally approved by The School Board of Broward County, Florida. **As such, the Contractor may not submit requisitions for payment or make adjustments to the construction schedule until such time as the Board approves the changes and the Change Order is issued to the Contractor**”* (see Exhibit I-5).

SBBC Design and Material Standard Section 01290 – Payment Procedures Section 1.4(E) instructs the Contractor to *“List each authorized Change order as an extension on Document 00435 – Schedule of Values, listing each Change Order number and dollar amount as for an original item of Work”* (see Exhibit K-2). In addition, on page 1 of Document 01290a - Application for Payment, the Change Order Summary section, specifically states *“Change orders approved by the School Board in previous months”* (see Exhibit K-4).

Cause

The OFC’s Project Manager and supervisory staff did not follow their policy in place that prevents payment of CCD funds prior to Change Order conversion and Board action that grants such payments. This practice circumvents the Board’s participation to approve such payments and compromises safeguards in place to protect the District’s assets.

Impact

Although OFC had implemented the McGladrey recommendation to create and utilize a payment application checklist to prevent payment of CCD’s prior to Change Order conversion, OFC’s management staff continued to sign off and process the payments. This resulted in paying the contractor for additional work that was not approved by the Board.

Recommendation

We recommend that OFC follow their February 23, 2013 response to the McGladrey report, which stated *“Staff has taken the steps necessary to correct this noncompliance issue through implementation of the invoice checklist and review prior to processing invoices. Management is monitoring Staff compliance with this contractual requirement and shall hold those responsible for enforcing this requirement accountable through progressive discipline, if necessary”*.

Management's Response

Status:

The OF&C acknowledges that payments were made to the General Contractor based on Construction Change Directives (CCDs). Although this practice has recently ceased, it has been a standard operating procedure since 1987(Attachment #1) where up to 1% of the value of the CCD is approved for payment. Based on new contract interpretation from the Office of the General Counsel (Attachment #7), OF&C believes and agrees that the long standing practice of allowing payments on CCDs should be eliminated.

Due to the accounting complexities of determining allowable change order payments to a contractor based on a percentage of the contract and involving multiple pay applications, OF&C relies heavily on the services of the Certified Public Accounting Staff in our Capital Payments.

The Capital Payments group carefully evaluates each pay application for compliance with the contract documents and Board Policy. In the case of Fort Lauderdale High, Capital Payments made reduction adjustments to pay applications inclusive of CCDs to make sure that they were in compliance with Board Policy. These payment reductions were not reflected in any of the pay application exhibits as submitted in the Audit Report. The reduction and modification of specific pay applications submitted by Capital Payments represents a current process of checks and balances that are intended to protect the District from possible overpayment established in Board Policy. The District is additionally protected from overpayment by withholding retainage and enforcing the payment and performance bond requirements of the contract.

The OF&C recommends moving forward, due to past practices, inconsistencies and recent legal contract interpretation (Attachment #7), additional contract modifications implemented to further clarify the methodology used for payments on change orders not yet approved by the Board and specifically, prohibiting any payment for CCDs.

Office of the Chief Auditor's Follow Up Response

Although OFC states that paying for additional work based on Construction Change Directives was a "standard operating procedure" in the past, SBBC Policy 7006 does not specifically include Construction Change Directives.

One document that does give specific instruction on Construction Change Directives is SBBC Design and Material Standards Section 01250 – Contract Modification Procedures. Under the 1.7 Construction Change Directive section, letter G states "*Actual adjustments to the Contract Sum and Contract Time shall not become effective until the changes are formally approved by The School Board of Broward County, Florida. **As such, the Contractor may not submit requisitions for payment or make adjustments to the construction schedule until such time as the Board approves the changes and the Change Order is issued to the Contractor***" (see Exhibit I-5).

Regarding the Capital Payments group evaluation of the pay applications for compliance with the contract documents, we verified with Capital Payments that they do not have access to all of the contract documents. In particular, the Project Manual includes the

above mentioned Section 01250 – Contract Modification Procedures. In addition, the Capital Payments Supervisor emphasized that their function is to process Applications for Payment, which include verification of invoice amounts, availability of funds, proper approvals/signatures and compliance with School Board policies.

Regarding a recent legal contract interpretation, OFC's responses include an email from Thomas Cooney to Pam Norwood which states that "...the contractor may not bill for CCDs – only Change Orders" (see OFC Attachment #1).

FINDING No. 2 – The Office of Facilities and Construction did not obtain the Performance and Payment Bond Riders for Change Orders, when increases to the contract amount are incurred, as required by the Contract Documents.

Condition

The Office of the Chief Auditor (OCA) identified two Change Orders, for which Performance and Payment Bond Riders were not provided.

During our review, we noted that Performance and Payment Bond Riders were not provided by Kaufman Lynn Construction, Inc. (General Contractor) to the Office of Facilities and Construction (OFC) for two Change Orders approved by the School Board of Broward County, Florida (Board). Change Order No. 2 was approved by the Board on July 23, 2013 in the amount of \$68,401 (see Exhibit O). Change Order No. 3 was approved by the Board on March 17, 2014 in the amount of \$216,960 (see Exhibit P).

The lack of Performance and Payment Bond Riders for additional Change Order work was also a finding in the March 2008 Review of the SW Area Bus Parking Facility audit performed by Harvey, Branker & Associates, LLC (see Exhibit U-1 to U-7).

Background

The General Contractor is required by the Agreement Form dated June 7, 2011, between the (Board and General Contractor, to deliver a Performance and Payment Bond from a Surety for one hundred percent (100%) of the contract price. A Surety bond rider is a change or amendment to the original bond. Surety bonds provide the owner financial security and construction assurance to satisfactorily complete public projects. These bonds assure that contractors are qualified to perform the contract and will pay all project costs, subcontractors, laborers, and material suppliers. A surety bond is a written agreement in which one party (the surety) guarantees that a second party (the principal/general contractor) will fulfil its obligations to a third party (the obligee/owner). If the principal defaults on its obligations, the surety must complete them or pay the completion costs to the obligee. In exchange for guaranteeing the principal's performance, the surety charges the principal a fee called a premium. To ensure the principal "has some skin in the game" and to give the surety some hope of recovering any sum paid out on the bond, the surety normally requires a variety of indemnities from the principal or its owners as a condition of issuing a bond.

Performance bonds guarantee that the contractor that has entered into a construction contract will perform all of its obligations under the contract.

Labor & material payment bonds provide for payment of all principal's subcontractors, equipment and material suppliers, should the principal not make payments as required.

Common surety defenses to performance bond claims are that:

1. the principal is not actually in default;

2. the construction contract has been materially altered since the surety issued the bond;
3. the owner has acted to the prejudice of the surety;
4. the owner has misled the surety as to the risk it was undertaking when it issued the bond.

Material change to contract

The surety bonds a specific contract and takes the risk that the contractor will not perform its obligations under that contract. The owner cannot increase the risk without the surety's consent and, for that reason, a change to the contract without the consent will release the surety unless the change is unsubstantial or benefits the surety. What constitutes a "material change" depends on the interpretation of the construction Contract. Most construction contracts assume that there will be changes to the scope of work, and would include a "Changes in the Work" clause in the contract. An example of a material change is where the scope of work has been increased to such an extent that it changes the nature of the contract. A material change may also occur where the owner has agreed to waive any delay or adjust the construction schedule. The surety should be notified and its consent sought in any of these circumstances.

Criteria

The General Contractor is required by the Contract Document to maintain the Performance and Payment Bonds at one hundred percent (100%) of the contract price. General Conditions of the Contract Article 33 – Change Orders, Section 33.02.08 (d) states *"Bond Allowance, for maintaining the Performance Bond at 100% of the contract amount, a sum of one percent (1%) of the total cost of the change, (including material, labor, overhead and profit, and equipment rentals) shall be allowed on all change orders"* (see Exhibit J-3 & J-4).

Cause

This finding was caused by non-compliance with contract terms, as evidenced by the email dated April 15, 2014 from OFC (see Exhibit V).

Impact

Without properly executed Performance and Payment Bond Riders in accordance with the contract documents, the Board can be exposed to additional costs associated with the project, in the event of non-performance of the contract and payment of contractor provided labor and materials.

Recommendation

We recommend that the Office of Facilities and Construction strengthen procedures for the review and retention of Performance and Payment Bond Riders during the entire contract term. The procedures should ensure that contractors submit Performance and Payment Bond Riders reflecting the revised contract amount whenever a Change Order

is approved to protect the District's assets throughout the construction of the project as required by the contract.

The District may wish to make the bond principal's obtaining of an increase rider from its surety a condition precedent either to the change order's execution or the bond principal's ability to invoice against the change order.

Management's Response

Status:

*The OF&C agrees with Finding #2, however, this specific Contract does **not** require Bond Riders. Surety Bond requirement in Article 33.02.08 requires the contractor provide a Surety Bond for 100% of the value of the work at the time of the award. Although the contractor is allowed to charge 1% for bond costs associated with change order work, the contractor is **not** required, in this particular contract, to provide a "bond rider" at execution of each change order. Specification Section 00630 and Section 00635 (Attachment #2) are new documents that were approved as part of the revised contract template in June 2013. These documents were not included in the contract for Fort Lauderdale High. At the conclusion of the contract, the Bonding Company is required to provide a "Consent of Surety" for the entire value of the project, inclusive of change orders before final payment is issued.*

Office of the Chief Auditor's Follow Up Response:

In their response, OFC states that "...this specific contract does not require bond riders and "Surety Bond requirement in Article 33.02.08 requires the contractor provide a Surety Bond for 100% of the value of the work at the time of the award." General Conditions of the Contract Article 33.02.08 (d) reads as follows; "BOND ALLOWANCE, for maintaining the Performance Bond at 100% of the contract amount, a sum of one percent (1%) of the total cost of the change (including material, labor, overhead and profit, and equipment rentals) shall be allowed on all change orders." The phrase "at the time of award" is not in this Article, however, the phrase "for maintaining the Performance Bond at 100% of the contract amount" is in this article (see Exhibit J-3 & J-4). It is clear to OCA that this requires the contractor to maintain or increase the Performance Bond at the new contract amount after the change order is approved.

Also, if OFC is not requiring the contractor to increase the Performance and Payment Bonds to match the new contract amount, then why are they including the 1% increase in the change orders for this purpose? Attached are three Change Orders where the 1% Bond Cost Allowance has been added to the total Change Order price and been paid to the Contractor (see Exhibit AA).

Finally, we refer to OFC's response on this issue to the March 2008 Review of the SW Area Bus Parking Facility performed by Harvey, Branker & Associates, LLC. In this audit report, OFC stated "We agree with the observation. As a result of this audit, staff has met with the Risk Management Department and implemented reporting changes between the two departments to correct this oversight. The Risk Management Department will be notified immediately of all changes to the contract scope of work and sum. **The**

contractor will be required to provide proof at each progress payment, that bonds have been adjusted accordingly to reflect the current contract scope of work and contract payment (see Exhibit U-6).

FINDING No. 3 – The requirement of School Board of Broward County Policy 7006 – Approval of Facilities’ Construction Contract Change Orders was not in agreement with the General Conditions of the Contract.

Condition

The Office of the Chief Auditor (OCA) identified that School Board of Broward County (Board) Policy 7006 differs from the reference to Policy 7006 in the General Conditions of the Contract.

Article 33 – Change Orders, Section 33.04 (see Exhibit J-4 & J-5) states *“The Owner has authorized the following approval thresholds for Change Orders in the Name of The School Board of Broward, County, Florida under Board Policy 7006, the rules of which are incorporated below:*

- A. The Superintendent or the Associate Superintendent of Facilities and Construction Management is authorized to approve change orders up to the cumulative total of 5 percent of the original construction contract amount.*
- B. When the cumulative total of all change orders on a project has exceeded the ceiling established in 33.04A above, all subsequent change orders will require prior Board approval, except in emergency cases as declared by the Superintendent, or where the change order in question would be in the form of a credit, thereby reducing the adjusted contract amount.*
- C. Approval of change orders under this policy shall be for the purposes of expediting the work in progress and shall be confirmed by Board action at the next regular meeting of the Board.”*

The official Board Policy 7006 caps the Superintendent’s or Associate Superintendent of Facilities change order approval amount at one percent (1%) of the original contract amount for projects over three million dollars (\$3,000,000). The policy as written in the General Conditions for this project allows the Superintendent or Associate Superintendent to approve a cumulative amount of five percent (5%) of the original construction contract amount. For this project with an original construction contract amount of \$15,998,000 the official policy allows a maximum of \$159,980 in change orders without Board approval. The revised policy in the General Conditions allows a maximum of \$799,900 in change orders without Board approval.

Criteria

Board Policy 7006 (see Exhibit M) states:

THE SCHOOL BOARD HEREBY AUTHORIZES THE SUPERINTENDENT OR HIS/HER DESIGNEE(S), TO APPROVE CHANGE ORDERS IN THE NAME OF THE BOARD, PURSUANT TO THE RULES LISTED BELOW.

AUTHORITY: F.S. 1001.41(1) (2)
F.S. 1013.48
POLICY ADOPTED: 9 / 3 / 8 7

R U L E S

1. *The Superintendent or Associate Superintendent of Facilities is authorized to approve change orders up to the cumulative total of 1% of the original construction contract amount for projects over \$3 million and 3 percent of the original construction contract for projects under \$3 million.*
2. *When the cumulative total of all change orders on a project has exceeded the ceiling established in rule 1, all subsequent change orders will require prior Board approval, except in emergency cases as declared by the Superintendent, or where the change order in question would be in the form of a credit, thereby reducing the Adjusted Contract Amount.*
3. *Approval of change orders under this policy shall be for the purpose of expediting the work in progress and shall be confirmed by Board action at the next regular meeting.*

Cause

The language in construction contracts deviated from School Board Policy 7006 in the General Conditions of the contract.

Impact

The impact of this policy discrepancy increased the Superintendent and the Associate Superintendent of Facilities authority to approve change orders by five times, from \$159,980 to \$799,900.

Recommendation

We recommend that OFC contract documents not deviate from the official School Board Policy, in order to ensure that the Board is aware of change order amounts, as required by policy.

Management's Response

Status:

The OF&C agrees with Finding #3. The deviation of the 1% to 5% is not specific to the Fort Lauderdale High School Project and is in numerous contracts dating back to at least 2000. See contract template dated June 21, 2000, Section 33.04A (Attachment #3). OF&C completely agrees that the contract should align with Board Policy 7006. This discrepancy was fixed when the boiler plate contract was revised by Staff and approved by the Board in June 2013. The revision occurred subsequent to the Fort Lauderdale project being awarded.

FINDING No. 4 – The Office of Facilities and Construction did not list Construction Change Directives issued to the General Contractor, as required in the Change Order Summary Form and Prolog Change Order Listing Report, resulting in understating the monetary commitments of the project.

Condition

The Office of the Chief Auditor (OCA) identified Change Orders that did not list Office of Facilities & Construction (OFC) approved Construction Change Directives (CCDs). The Agenda Request Forms for Change Orders No. 1, No. 2, and No. 3, include the Change Order Summary and Prolog Change Order Listing Report. These forms have a section where CCDs are to be listed. At the bottom of the Change Order Summary form, the definition of a Construction Change Directive is stated as *"A written order to the contractor signed by the Superintendent and the architect, issued after the execution of the contract, authorizing a change in the work or an adjustment of the contract sum or the contract time as defined by the contract documents. This directive is utilized when the parties cannot mutually agree upon the change. After execution of the work or an agreement between the parties, the change directive is brought back to the School Board for their approval at the next available meeting."*

On February 22, 2012, Change Order No. 1 was approved by the Board. The CCD that should have been listed on the Change Order No. 1 Summary Form dated January 11, 2012 (see Exhibit N-3), are in the table below:

Construction Change Directives (CCDs) Not Listed on Change Order No. 1		
CCD No.	Date Issued	Amount
001	January 18, 2012	\$21,058.06

On July 23, 2013, Change Order No. 2 was approved by the Board. The CCDs that should have been listed on the Change Order No. 2 Summary Form dated June 24, 2013 and Prolog Change Order Listing Report dated July 9, 2013 (see Exhibit O), is in the table below:

Construction Change Directives (CCDs) Not Listed on Change Order No. 2			
CCD No.	Exhibit	Date Issued	Amount
007	A-1	October 12, 2012	\$10,776.58
008	A-2	October 25, 2012	\$28,891.00
009	A-8	October 26, 2012	\$10,613.40
010	A-6	January 25, 2013	\$10,094.92
011	A-7	January 25, 2013	\$17,227.35
013	A-3	January 25, 2013	\$22,084.44
014	A-9	January 25, 2013	\$34,296.00
015	A-12	January 28, 2013	\$27,472.25
017	A-10	January 28, 2013	\$1,883.57
018	A-4	January 28, 2013	\$5,596.98
019	A-5	January 28, 2013	\$19,938.26

021	A-11	January 28, 2013	\$4,703.53
022	A-20	January 28, 2013	\$9,699.86
023	A-21	May 10, 2013	\$61,860.75
024	A-22	May 10, 2013	\$154,249.00
		TOTAL:	\$419,387.89

On March 17, 2014, Change Order No. 3 was approved by the Board. The CCDs that should have been listed on the Change Order No. 3 Summary Form dated October 30, 2013 and Prolog Change Order Listing Report dated March 3, 2014 (see Exhibit P), are in the table below:

Construction Change Directives (CCDs) Not Listed on Change Order No. 3			
CCD No.	Exhibit	Date Issued	Amount
023	A-21	May 10, 2013	\$61,860.75
024	A-22	May 10, 2013	\$154,249.00
025R1	A-23	August 1, 2013	\$91,502.00
026	A-24	August 1, 2013	\$251,892.00
027	A-25	August 1, 2013	\$21,186.00
028	A-26	January 10, 2014	\$1,226.00
029	A-27	February 19, 2014	\$28,241.00
		TOTAL:	\$610,156.75

The CCDs in the tables above were not listed in the Change Order Summary and the Prolog Change Order Listing Report.

Criteria

The Change Order Summary Form and the Prolog Change Order Listing Report contain designated space for the listing of CCD's that are part of the change order agenda package routinely presented to the School Board for approval.

Cause

The OFC did not provide the CCD financial information required on the Change Order Summary and the Prolog Change Order Listing Report, preventing the Board from being made aware of additional financial obligations with their action to approve change order items.

Impact

By not including CCDs in their Change Order Summary and Prolog Change Order Listing forms, OFC does not provide the Board notice of actual monetary commitments that are in the form of a CCD. This lack of financial data does not provide the Board adequate information to manage the capital contingency reserve funds that could be used for future projects.

Recommendation

The OFC Project Managers, Senior Project Manager and executive staff should process CCD/Change Order documents with the assurance that the documents are in compliance with the Change Order Summary Forms and Prolog Change Order Listing Report. In addition, this information should be brought to the PM Council for a final review before submission to the Board.

Management's Response

Status:

Although the Change Order Summary contains a section where CCDs should be listed, this section has not been used as a matter of course. The Change Order Summary form is not a contractual document. This form is primarily used for calculating error and omission percentages and is not intended to be a mechanism to inform the School Board of pending CCD exposure.

CCDs are typically converted to formal Change Orders and executed by the Board. Additionally, the proposed cost and time are subject to change and are not entered into Prolog until the specific Change Order Board item is being prepared. Based on recent discussions at the Board, OF&C agrees that the School Board should be made aware of pending CCDs. Since the Board does not take any formal action on CCDs, OF&C recommends that the mechanism to inform the Board of pending CCD amounts not be a formal School Board item, but possibly a monthly report on potential additional costs on a project. The appropriate mechanism shall be discussed further with the Superintendent.

Office of the Chief Auditor's Follow Up Response

The OCA strongly believes that when change orders are brought to the School Board, all existing CCDs should be listed on the Change Order Summary Form and Prolog Change Order Listing Report in order to provide the School Board with up to date information on additional financial impact to the project.

FINDING No. 5 – The Office of Facilities and Construction did not ensure that the General Contractor maintained the appropriate Builder’s Risk Insurance coverage in effect, as required by the Contract Documents.

Condition

The Office of the Chief Auditor (OCA) identified that on October 31, 2013, the General Contractor’s original Builder’s Risk Insurance coverage had been allowed to expire. A new policy had been issued with Policy No. SBR9000059, a new project description of Fort Lauderdale High School Interior Renovation, and a new coverage amount \$2,050,000 (see Exhibit R-1 through R-4). As of October 31, 2013, no Certificate of Occupancy had been issued by the SBBC Building Department (see Exhibit Y).

On April 21, 2014 the SBBC Risk Management Department issued a Notice of Non-Compliance letter to the General Contractor (see Exhibit X).

The lack of Builder’s Risk Insurance was also a finding in the March 2008 Review of the SW Area Bus Parking Facility audit performed by Harvey, Branker & Associates, LLC (see Exhibit U-1 to U-7).

Background

Builder’s Risk insurance can be defined as coverage that protects a person’s or organization’s insurable interest in materials, fixtures and/or equipment being used in the construction or renovation of a building or structure, should those items sustain physical loss, damage, or theft from a covered cause. The General Contractor is required by the Contract Documents to carry Builder’s Risk Insurance coverage at one hundred percent (100%) of the contract price. The original Builder’s Risk Insurance Policy No. 27607B110ACO has a project description of Fort Lauderdale High School Replacement, an effective date of September 1, 2011, an expiration date of March 1, 2013, with a coverage amount of \$17,219,000* (see Exhibit R-1). This policy was extended to expire on June 30, 2013 with the same coverage amount (see Exhibit R-2). It was extended again to expire on October 31, 2013 with the same coverage amount (see Exhibit R-3). Upon the expiration date of October 31, 2013, a new Policy No. SBR9000059 was issued, with a project description of Fort Lauderdale High School Interior Renovation, an effective date of November 1, 2013, an expiration date of June 1, 2014, and a coverage amount of \$2,050,000 (see Exhibit R-4).

*Note: The project was inadvertently insured at the budget amount, rather than the \$15,998,000 contract amount (see Exhibit Q).

Criteria

General Conditions of the Contract, Article 42.05, states *“The Contractor shall carry at no additional expense to the Owner, Builders’ Risk Insurance for the perils of fire, vandalism, malicious mischief and those included in extended coverage in the amount of one hundred percent (100%) of the values at risk. Such policies shall be written to protect the Contractor and the Owner as their interest may appear”* (see Exhibit J-9).

Additionally, General Conditions of the Contract, Article 10 - Withholding Payment to the Contractor, Section 10.01 states *"In addition, to the Retainage, payments, including but not limited to Final Payment, may be withheld or reduced by the Owner in its sole discretion, if any of the following exist"*. Further, Section 10.01.07 states *"Failure to comply with any and all insurance requirements"* (see Exhibit J-7).

Cause

Non-compliance with the Contract Documents, specifically Article 42 – Contractor Insurance (see Exhibit J-9).

Impact

Without current Builder's Risk Insurance at the required coverage amount as per the Contract Documents, the District can be exposed to additional costs associated with the perils of fire, vandalism, and malicious mischief. Although the District maintains an umbrella insurance policy for the school site, the District risks paying deductibles as high as \$500,000, if a loss was to occur. If the contractor does not maintain sufficient Builder's Risk Insurance on the project, the District could be subject to paying additional expenses.

Recommendation

We recommend that the Office of Facilities and Construction strengthen procedures for the review and retention of Builder's Risk Insurance increases during the entire contract term. This procedure should ensure that the General Contractor submits the Certificate of Insurance with the updated amount whenever a Change Order is approved to protect the District's assets throughout the construction of the project, as required by the Contract Documents.

We also recommend that the OFC withhold payments to the General Contractor until they furnish the Board evidence of current Builder's Risk Insurance, as required by the Contract Documents.

Should the General Contractor be unable to reinstate the correct Builder's Risk Insurance coverage, an estimated premium reimbursement due the District from November 1, 2013 through May 31, 2014 (building #20 and #21 scheduled completion) would be approximately \$53,572.

Management's Response

Status:

Although OF&C agrees that the contractual insurance provisions, definitions and requirements need to be clarified and strengthened, the audit fails to recognize that this project is a phased project and that insurance is only required for 100% "of the values at risk". Once a building is completed, the risk and coverage is adjusted to cover only the buildings that continue to be under

construction. Form 1770e, Project Consultant's Letter Establishing Substantial Completion (Attachment #5) anticipates the phased nature of the "Values at Risk" when it describes a "completed portion of the work".

OF&C contends that there is inconsistency in the interpretation of the contract with respect to the enforcement of the Builders Risk provision, primarily due to an unclear understanding of the definition of "Substantial Completion" and as to which party determines that the project has reached Substantial Completion. The Audit Department's interpretation is that absent an OEF 110b (a document that is not a requirement of the contract) the project has not reached Substantial Completion.

In Article 0700.5.01.02 (Attachment #8) the role of determining Substantial Completion is clearly that of the "Consultant". There is no mention of an OEF form 110b, Certificate of Occupancy or the Building Official's determination referenced in 0700 Article (5) of the contract.

Additional contractual language that describes when Builders Risk concludes is the 1770 series of forms. 1770a (Attachment #4) Item 3 states "I understand that I am to continue with builders risk coverage required by the contract until the Date of Substantial Completion is agreed upon by the parties to the Contract." 1770e (Attachment #5) states "Evidence is provided by our signatures below that the Project Consultant and Contractor agree that the project was ready for Beneficial Occupancy by the Owner for its intended purpose on the Date of Substantial Completion listed above. The Owner is advised to submit Form 770 to advise Risk Management and Safety of the required change of insurance for this completed portion of the work." Appropriately, the Consultant executed 1770e, in accordance with the requirements of the contract.

In this case, by the consultant establishing substantial completion as defined in Article 0700.5.01.02 and all relevant parties executing Form 1770e, the owner, in fact took "beneficial occupancy" of the building and therefore the builders risk coverage was proportionately converted into a property policy on the date of Substantial Completion, pursuant to Article 0700.5.01.02 of the contract.

OF&C recognizes that the current contract requires specific remediation, due to conflicting information in the contract, Insurance Policy, and pertinent forms. Due to numerous contractual discrepancies, the terms "Beneficial Occupancy" and "Substantial Completion" are vague, inconsistent, and need further legal interpretation and research. A legal interpretation request has been sent to the Office of the General Counsel.

To eliminate future contractual conflicts, OF&C recommends inclusion of the OEF 110b into the contract; editing the 1770 series of forms to include the execution of the OEF 110b document as a requirement for Substantial Completion; and recommending revisions to Article 0700.5.01.02 to change the party responsible for officially determining that the project is substantially complete to the Chief Building Official.

Office of the Chief Auditor's Follow Up Response

OCA is providing the following responses to OFC's response for several paragraphs listed below.

Paragraph 1. OCA is aware that this is a phased project and that the contract requires 100% of the values at risk. The values at risk is the original contract amount awarded and any change order additions that revise the contract award amount. Once the project or that portion of the phased project is completed and receives a Certificate of Occupancy issued by the District's Chief Building Official, the value of that portion of the Builder's Risk Insurance can transfer from the General Contractor's Insurance carrier to the SBBC Risk Management Department.

Document 01770e allows the Consultant to "certify.....the Work or designated portion thereof, was ready for beneficial occupancy on the following date:". The Project Consultant does not have the authority to issue a Certificate of Occupancy.

Paragraph 2 – OCA's opinion is that the contract is clear as to which party establishes when a project reaches substantial completion. The Architect of Record/Consultant, under the terms of the construction contract Agreement Form Article 5.01.02 and their Professional Services Agreement Phase V – Administration of the Construction Contract paragraph 2.6.11 states *"The Project Consultant shall.....assist the Owner in determining the dates of Substantial Completion...."*

The OCA has not interpreted that the lack of an OEF form 110b prevents a project from achieving substantial completion. Per our discussions above, we understand that the Consultant can establish the substantial completion date without an OEF 110b Certificate of Occupancy form in place.

Paragraph 3 – The correct Article # that OFC refers to is not 0700; it is 0520, as shown on OFC's Exhibit #8.

Paragraph 5 – We do not agree with this statement. The Owner could not take "beneficial occupancy" of the building as the building has not, as of this date, received an OEF form 110b Certificate of Occupancy from the Chief Building Official. The correct Article # that OFC refers to is not 0700; it is 0520.

Paragraph 6 – OCA believes there is adequate contract language presently in place in construction and design contracts regarding Insurance Policies, Pertinent Forms, Beneficial Occupancy and Substantial Completion. Some adjustments may be in order to minimize any alleged discrepancies. We will follow the General Counsel's legal opinion regarding this issue.

Paragraph 7 - OCA agrees with OFC that the OEF 110b Certificate of Occupancy form should be included in the contract documents.

OCA would not be in favor of *"editing the 1770 series of forms to include the execution of the OEF 110b as a requirement of Substantial Completion"* as the Consultant has the due diligence and liability to establish when his design documents have achieved the level of substantial completion of the construction in the field. Customarily, there are many construction projects that reach the level of substantial completion, but have not achieved an OEF 110b Certificate of Occupancy. For example, such a change could place the General Contractor in jeopardy of being penalized Substantial Completion liquidated

damages due to the Consultant's code deficient drawings, for which the Chief Building Official has no control or responsibility.

OCA has discussed this recommendation with the Chief Building Official and he is not in favor of taking on the responsibility and liability of the Consultant's duty to establish substantial completion of a construction project.

OCA would not be in favor of *"recommending revisions to Article 0520 Agreement Form 5.01.02 to change the party responsible for officially determining that the project is substantially complete to the Chief Building Official"* per our comments above.

FINDING No. 6 – The Office of Facilities and Construction (OFC) approved the payment of change order labor burden costs without the supporting documentation to validate entitlement that such burden costs were incurred and paid out by the General Contractor and subcontractors to their employees.

Condition

During our participation with the OFC's Project Management Council (PMC) and the review of the Fort Lauderdale High School Phased Replacement Project change order items, we noted that the various combined Davis Bacon Act trade hourly rates, fringe benefits and the applied labor burden charges exceeded industry standards.

Criteria

General Conditions Article 33 - Change Orders require both Lump Sum Price and Cost Plus Price change orders Labor costs to comply with Article 33.02.09 b. which states *"Labor costs represented the actual wages paid to all laborers.....including the net cost of insurance, Social Security and Workmen's Compensation"* (see Exhibit J-4). All of these labor burden costs are fixed percentages of the total wages paid to the employee as set forth by the Internal Revenue Service for Social Security, Federal Unemployment Insurance and the State of Florida for State Unemployment Insurance and are easily verified. However, the percentages charged on employee wages for Workmen's Compensation Insurance and General Liability and Property Damage Insurance can vary for each General Contractor and subcontractor based on their claim and safety records with private insurers. These private insurance companies assign fixed percentage rates applied to yearly forecasted labor and anticipated revenue expectations. Requesting the General Contractor and subcontractor provide their insurance company's percentage rates they are charged is the only way to validate the entitlement for this part of the labor burden that the contractors are charging for their change order work.

Cause

The OFC Project Manager, In-house Cost Estimator, Outside Cost Estimator Consultant and Architect reviewed and approved the change order labor costs and labor burden. Neither party asked the General Contractor or subcontractor to breakdown their lump sum hourly rates to ensure the correct Davis Bacon Act hourly rates and fringe benefits were charged, nor to provide the various federal, state and private insurance company percentage rates to justify the balance of the labor burden charged.

Impact

Accepting forty three (43) change order items with lump sum hourly labor rates without a breakdown of Davis Bacon Act hourly rates, related fringe benefits and the labor burden charges without any proof to support the burden charged resulted in the District overpaying approximately \$53,240.62 for excessive labor burden charges that could not be supported, nor should they have been paid by the District (see Exhibit Z-1 & 2).

Recommendation

We recommend that all change orders that involve labor charges be broken down into trade hours, hourly rates, labor burden costs and proof from the insurance companies, federal and state entities for the labor burden percentages they charge the contractor or subcontractor, similar to the enclosed spreadsheet dated February 10, 2014 (see Exhibit Z-3 through 5).

In addition, we recommend a credit change order be processed in the amount of \$53,240.62 to correct the construction contract overpayment to the General Contractor for reimbursement to the District (see Exhibit Z-1 & 2).

Management's Response

Status:

OF&C agrees with Finding #6. The contractor is currently reviewing the chart (Exhibit # Z1-Z2) of the Audit Report as this is a new document to the project team. OF&C previously submitted to the Audit Department on March 11, 2014, Change order #105, outlining a proposed credit (Attachment #6) for labor burden identified on Change Orders 1-57.

With regards to the suggested labor burden credit, the project team has requested additional time to analyze Exhibit Z1-Z2, as submitted in the Audit Report. A cursory review of the document has identified several issues including accounting/mathematical typographical errors, job description category discrepancies and basic omission type errors. The contractor is in the process of evaluating and will submit a detailed report of its findings. At the conclusion of the evaluation, if appropriate, the contractor will make adjustment to Credit Change Order #105 (Attachment #6) accordingly, previously submitted to the Office of the Chief Auditor on March 11, 2014.

Office of the Chief Auditor's Follow Up Response

The OCA previously reviewed the contractor's calculations (See OFC Exhibit 6 Spreadsheet) for their proposed credit adjustment of their hourly rates and labor burden charges prior to creating OCA's Exhibits Z-1 and Z-2 spreadsheets. It is the opinion of the OCA that the correct calculations and job description categories are included in Exhibits Z-1 and Z-2 spreadsheets. Regarding OFC's comments that there were errors in OCA's Z-1 and Z-2 spreadsheets, the OCA will correct any errors, should they be substantiated.

FINDING No. 7 – The Office of Facilities and Construction (OFC) approved Change Orders that deviated from the cost amounts of the related Construction Change Directive (CCD) cost amounts previously approved by all parties.

Condition

During our review of 27 project Construction Change Directives (CCD) and 43 Change Orders (CO) with the Office of the General Counsel (OGC), Office of Facilities and Construction (OFC), Architect and General Contractor on February 7, 2014, the OFC stated that all forty three (43) COs were authorized under the Mutual Agreement/Lump Sum Price method. The consensus of the OFC, General Contractor and the OGC was that upon agreement of a lump sum amount, the cost may not be subject to change, whether mistakes, lack of entitlement or excessive costs are discovered. OFC has authorized approximately \$978,517 worth of CCDs/COs using this Mutual Agreement/Lump Sum Price method (see Exhibit L).

This condition was also noted in the Carr, Riggs & Ingram, LLC June 3, 2010 audit report on Americans with Disabilities Act Projects (see Exhibit U-8 to U-10).

We noted that the General Contractor signed 17 of the 27 CCDs we reviewed, which obligates the District to pay the cost as well as approve the additional calendar days requested. We question the need to issue a CCD when all the parties were in agreement with the cost and time. In addition, we found that the \$818,285.50 cumulative cost of the 17 Construction Change Directives that the General Contractor had agreed to, had increased by \$6,624.50 to \$824,910.00, after being converted to Change Orders (see Exhibit E).

Criteria

Contract Specification Article 1.7 C. of Section 01250 Contract Modification Procedure states; *"A Construction Change Directive shall be used in the absence of a total agreement on the terms of a Change Order or when The School Board of Broward County, Florida's process for consideration of a Change Order would unreasonably, at the Owner's discretion, prohibit the Contractor from completing time critical elements of the work"* (see Exhibit I-4).

Section 01250 Contract Modification Procedure 1.5 E states "For all construction change directives where there has been no agreement as to the change's impact on project time, the Contractor shall prepare and submit a Time Impact Analysis illustrating the influence of each change or delay upon the current contract schedule" (see Exhibit I-3).

The Contractor signature block in the Construction Change Directive document 01250e, states *"Signature by the Contractor indicated the Contractor's agreement with the Proposed Adjustments in Contract Sum and Contract Time as set forth in this Construction Change Directive"* (see Exhibit F).

Cause

The OFC did not comply with the contract requirements that justify the use of CCDs where changes to the project scope, cost and time were involved.

Impact

The routine use of Mutual Agreement/Lump Sum Price CCDs in lieu of the Cost Plus Price method, leaves the District at risk for mandatory payment of additional construction costs and approval of contract time extensions that may delay the scheduled substantial and final completion of the project. Although this type of CCD/CO method allows for the review of the CCD/CO cost documentation; it precludes the recovery of any excessive costs or unearned time extensions associated with the change to the work.

Recommendation

1. We recommend that the OFC use the Project Management Council process to review the cost and time adjustments of CCDs prior to them being issued and converted to Change Orders.
2. We recommend that Document 01250e – Construction Change Directive form be modified to include the Cost-Plus Price method (see Exhibit F). This addition will allow for a complete analysis to ensure the District pays reasonable costs for the changed/new work and grants adequate time extensions to avoid unnecessary completion delays.

For further clarity to this form, the three proposed adjustment category selections; *"As provided in Specification Section 01250 Contract Modifications."* and *"As follows"* should be eliminated (see Exhibit F).

3. The use of Mutual Agreement/Lump Sum, Construction Change Directives/Change Orders are usually for small increases to the contract sum, made in the field without significant increases to the contract time and become fixed and non-negotiable upon execution. We recommend this type of Construction Change Directive/Change Order use be limited for small increases to the contract sum and be processed through the Project Management Council before they are authorized and executed.
4. We recommend a credit Change Order be processed in the amount of \$6,624.50 to correct the discrepancy between the previously agreed upon lower CCD cost and the higher Change Order amount subsequently submitted by the General Contractor.

Management's Response

Status:

OF&C agrees with the principal finding in Finding #7 with regards to the variation in the cost between the CCDs and the executed Change Orders. OF&C is reviewing the details as to why the change orders differ from the approved CCDs.

Further to Finding #7, OF&C is not in agreement with the cause category statement that "OF&C did not comply with the contract requirements that justify the use of CCDs where changes to project, cost and time were involved." The issuance of CCDs for items that the parties agreed to both the contract amount and time were due to the critical nature of the work. Section 1250.1.7.c of the contract is very clear that a CCD can be used "at the owners discretion" to avoid critical delays to the project schedule. In the case of this project, most of the CCDs were originally based on previously submitted change order proposals, which were of such a critical nature that they were converted to a CCD in order not to "prohibit the contractor from completing the time critical elements of the project," as stated in Section 1250.1.7.c of the contract.

With the exception of #4, OF&C has no objection to any of the suggested recommendations as it feels they will enhance the transparency of the process. Such recommendations may require contract modifications. With respect to Recommendation #4, OF&C will require additional time to evaluate the cause and impact regarding the request for credit in the amount of \$6,624.61.

Office of the Chief Auditor's Follow Up Response

With regard to paragraph 2 of Management's Response, the OCA maintains that the OFC did not ensure that the CCD lump sum agreed upon amount was not changed when converted to a Change Order.

Further, it is the OCA's opinion that the OFC's issuance of 27 CCD's due to "avoiding critical delays to the project schedule" and "were of such a critical nature that they were converted to a CCD in order not to prohibit the contractor from completing the time critical elements of the project" were not supportable when examining the 27 CCD's scopes of work as related to the construction schedule's critical path.

SECTION II
EXHIBITS

EXHIBIT A-1



The School Board of Broward County, Florida
Facilities and Construction Management Division
1700 SW 14th Court
Fort Lauderdale, FL 33312

CO 2
COR 1/2
(754) 321-1500

Document 01250e (00 63 46)-Construction Change Directive

To: Kaufman Lynn Construction
606 Banyan Trail
Boca Raton, FL 33431
(Contractor)

Directive No.: 001 Date: 01.18.12

Project No: 0951-27-01
Project Title: Concurrent Replacement
Facility Name: Fort Lauderdale High School

(One Directive per form)

Description of Directed Change:

You are hereby directed to make the following change(s) in this Contract:

Cut down existing subsurface abandoned sanitary manhole to below building footing CF-6 elevation. Grout-fill the existing manhole and piping. Enlarge building footing CF-6 from 7'-6" x 7'-6" x 22" to 18'-0" x 18'-0" x 4'-6" and increase reinforcement as per SK-1, prepared by Saad El-Hage, dated 12/20/11. Provide an as-built drawing of the existing condition as prepared by Kaufman Lynn Construction surveyor.

Proposed Adjustments

1. The Proposed basis of adjustment of the Contract Sum or Guaranteed Maximum price is:

- ☐ Lump Sum ☒ Increase ☐ Decrease of \$21,058.06.
☐ Unit Price of \$ ____ per ____.
☐ As provided in Specification Section 01250, Contract Modifications.
☒ As follows:

2. The Contract Time is proposed to ☒ be adjusted ☐ remain unchanged. The proposed adjustment, if any, is an

- ☒ increase of 10 Work days or 14 Calendar days.
☐ decrease of ____ days.

When signed by the Project Consultant and the Owner and received by the Contractor, this document becomes effective immediately as a Construction Change Directive and the Contractor shall proceed with the change(s) described above.		Signature by the Contractor indicates the Contractor's Agreement with the Proposed Adjustments in Contract Sum and Contract Time as set forth in this Construction Change Directive. Kaufman Lynn Construction co / Murrell Perry
Manuel Synalovski Assoc., LLC co/ Christopher E. Bray	School Board of Broward County co/ Gregory T. Boardman	
Project Consultant	Owner	Contractor
By:	By:	By:
61-18-12 Date	1-23-2012 Date	1/31/2012 Date

☐ Contractor: Return Signed Copy to: ☐ Project Consultant ☐ Owner ☐ ____



The School Board of Broward County, Florida
Office of Facilities & Construction
1643 North Harrison Parkway, Bldg. H
Sunrise, Florida 33323

CO 2
COR 3

(754) 321-1500

Document 01250e (00 63 46)-Construction Change Directive

To: Kaufman Lynn Construction
4850 T-Rex Ave., Suite 300
Boca Raton, FL 33431
(Contractor)

Directive No.: 003 Date: 1/25/13

Project No: 0951-27-01
Project Title: Concurrent Replacement
Facility Name: Ft. Lauderdale High School
Location No:

(One Directive per form)

Description of Directed Change:

You are hereby directed to make the following change(s) in this Contract:

Extend electrical systems conduits from new Administration Building to the conduit stub ups from the Pool facility. Pool systems were originally designed to feed into the existing administration building. This building is scheduled for demolition. Running the pool low voltage system directly to the new administration building will improve performance of the system by minimizing the distance of the conduit runs.

Proposed Adjustments

1. The Proposed basis of adjustment of the Contract Sum or Guaranteed Maximum price is:

- ☐ Lump Sum ☒ Increase ☐ Decrease of \$15,867.60
☐ Unit Price of \$ ____ per ____
☐ As provided in Specification Section 01250, Contract Modifications.
☐ As follows:

2. The Contract Time is proposed to ☒ be adjusted ☐ remain unchanged. The proposed adjustment, if any, is an

- ☐ increase of ____ days.
☐ decrease of ____ days.

When signed by the Project Consultant and the Owner and received by the Contractor, this document becomes effective immediately as a Construction Change Directive and the Contractor shall proceed with the change(s) described above.		Signature by the Contractor indicates the Contractor's Agreement with the Proposed Adjustments in Contract Sum and Contract Time as set forth in this Construction Change Directive	
Manuel Synalovski Assoc., LLC c/o Christopher Bray		Kaufman Lynn Construction, Inc. c/o R. Mitchell Perry	
Project Consultant		Contractor	
By: <i>Chris Bray</i>	Owner: <i>Greg Boardman</i>	By: <i>R. Mitchell Perry</i>	
02-06-13 Date		2/1/13 Date	

☐ Contractor: Return Signed Copy to: ☐ Project Consultant ☐ Owner ☐ _____

The School Board of Broward County, Florida
[Specifier replace this line with SBBC project number and name]
[Specifier replace this line with Project Consultant's name]
((Specifier leave this line)) SBBC Design & Material Standards, January 01, 2010 Edition)

Section 01250e (00 63 46)
Construction Change Directive
[Specifier replace this line with issue date]
Page 1 of 1

EXHIBIT A-3



The School Board of Broward County, Florida
Facilities and Construction Management Division
1700 SW 14th Court
Fort Lauderdale, FL 33312

(754) 321-1500

Document 01250e (00 63 46)-Construction Change Directive

To: Kaufman Lynn Construction
606 Banyan Trail
Boca Raton, FL 33431
(Contractor)

Directive No.: 005 Date: 03.22.12

Project No: 0951-27-01
Project Title: Concurrent Replacement
Facility Name: Fort Lauderdale High School

(One Directive per form)

Description of Directed Change:

You are hereby directed to make the following change(s) in this Contract:

Replace specified (C3)-Carpet Tile areas at Lecture Hall-2166 with specified (V4)-VCT "Dark Blue" beneath Lecture Hall Auditorium seating. Provide continuous carpet/vinyl transition at full perimeter of seating and aisles. Replace specified (C4)-Carpet Tile areas at Lecture Hall-2167 with (C3)-Carpet tiles as manufactured by "Bigelow", 7585 Introspective Blue, Working Together Collection "Solve" w/ Vertical Ashlar Installation.

Proposed Adjustments

- The Proposed basis of adjustment of the Contract Sum or Guaranteed Maximum price is:
☐ Lump Sum ☐ Increase ☐ Decrease of _____.
☐ Unit Price of \$ ____ per _____.
☐ As provided in Specification Section 01250, Contract Modifications.
☐ As follows:
- The Contract Time is proposed to ☐ be adjusted ☐ remain unchanged. The proposed adjustment, if any, is an
☐ increase of ____ Work days or ____ Calendar days.
☐ decrease of ____ days.

When signed by the Project Consultant and the Owner and received by the Contractor, this document becomes effective immediately as a Construction Change Directive and the Contractor shall proceed with the change(s) described above.		Signature by the Contractor indicates the Contractor's Agreement with the Proposed Adjustments in Contract Sum and Contract Time as set forth in this Construction Change Directive. Kaufman Lynn Construction co / Murrell Perry
Manuel Synalovski Assoc., LLC co/ Christopher E. Bray	School Board of Broward County co/ Gregory T. Boardman	
Project Consultant	Owner	Contractor
By: _____	By: _____	By: _____
Date _____	Date _____	Date _____

☐ Contractor: Return Signed Copy to: ☐ Project Consultant ☐ Owner ☐ _____



The School Board of Broward County, Florida
Facilities and Construction Management Division
1700 SW 14th Court
Fort Lauderdale, FL 33312

(754) 321-1500

Document 01250e (00 63 46)-Construction Change Directive

To: Kaufman Lynn Construction
606 Banyan Trail
Boca Raton, FL 33431
(Contractor)

Directive No.: 006 Date: 03.22.12

Project No: 0951-27-01

Project Title: Concurrent Replacement

(One Directive per form)

Facility Name: Fort Lauderdale High School

Description of Directed Change:

You are hereby directed to make the following change(s) in this Contract:

Replace specified (Q1)-Quarry Tile areas and base at Culinary-2115, Laundry-2115A, Vestibule-2116, WIC-2117, WIF-2117A, Dry Storage-2118, & Dry Storage-2118A with resinous flooring and base as per Spec. Section 09951 (attached). Provide 6" high integral resinous base at all areas identified above. In addition, eliminate specified 2" concrete slab recess and 2" mud bed underlayment and provide positive slope in structural concrete slab to area trench drains in compliance with SBBC.

Proposed Adjustments

1. The Proposed basis of adjustment of the Contract Sum or Guaranteed Maximum price is:

- ☐ Lump Sum ☐ Increase ☐ Decrease of _____
☐ Unit Price of \$ _____ per _____.
☐ As provided in Specification Section 01250, Contract Modifications.
☐ As follows:

2. The Contract Time is proposed to ☐ be adjusted ☐ remain unchanged. The proposed adjustment, if any, is an

- ☐ increase of _____ Work days or _____ Calendar days.
☐ decrease of _____ days.

When signed by the Project Consultant and the Owner and received by the Contractor, this document becomes effective immediately as a Construction Change Directive and the Contractor shall proceed with the change(s) described above.		Signature by the Contractor indicates the Contractor's Agreement with the Proposed Adjustments in Contract Sum and Contract Time as set forth in this Construction Change Directive. Kaufman Lynn Construction co / Murrell Perry
Manuel Synalovski Assoc., LLC co/ Christopher E. Bray Project Consultant	School Board of Broward County co/ Gregory T. Boardman Owner	
By:	By:	By:
Date	Date	Date

☐ Contractor: Return Signed Copy to: ☐ Project Consultant ☐ Owner ☐ _____

EXHIBIT A-5



The School Board of Broward County, Florida
Facilities and Construction Management Division
1700 SW 14th Court
Fort Lauderdale, FL 33312

LO 3
COR 22
(754) 321-1500

Document 01250e (00 63 46)-Construction Change Directive

To: Kaufman Lynn Construction
606 Banyan Trail
Boca Raton, FL 33431
(Contractor)

Directive No.: 007 Date: 10.12.12

Project No: 0951-27-01
Project Title: Concurrent Replacement
Facility Name: Fort Lauderdale High School

(One Directive per form)

Description of Directed Change:

You are hereby directed to make the following change(s) in this Contract:

Relocate the existing fire hydrant and siamese connections from adjacent baseball fields to interior of bus-loop. Install a new fire hydrant (approx.. 40'-0") complete with control valve & new fire department connection flush type (approx.. 43'-0") with chrome plated sleeve.

Proposed Adjustments

1. The Proposed basis of adjustment of the Contract Sum or Guaranteed Maximum price is:

- ☒ Lump Sum ☒ Increase ☐ Decrease of \$10,776.58.
☐ Unit Price of \$_____ per _____.
☐ As provided in Specification Section 01250, Contract Modifications.
☐ As follows:

2. The Contract Time is proposed to ☐ be adjusted ☒ remain unchanged. The proposed adjustment, if any, is an

- ☐ increase of ___ Work days or ___ Calendar days.
☐ decrease of ___ days.

When signed by the Project Consultant and the Owner and received by the Contractor, this document becomes effective immediately as a Construction Change Directive and the Contractor shall proceed with the change(s) described above.		Signature by the Contractor indicates the Contractor's Agreement with the Proposed Adjustments in Contract Sum and Contract Time as set forth in this Construction Change Directive.	
Manuel Synalovski Assoc., LLC co/ Christopher E. Bray		Kaufman Lynn Construction co / Murrell Perry	
Project Consultant		Contractor	
By: <i>[Signature]</i>	Owner	By: <i>[Signature]</i>	Contractor
02-06-13 Date	2/22/15 Date	2/1/13 Date	2/1/13 Date

☐ Contractor: Return Signed Copy to: ☐ Project Consultant ☐ Owner ☐



The School Board of Broward County, Florida
Facilities and Construction Management Division
1700 SW 14th Court
Fort Lauderdale, FL 33312

CD # 03
012 # 20
(754) 321-1500

Document 01250e (00 63 46)-Construction Change Directive

To: Kaufman Lynn Construction
606 Banyan Trail
Boca Raton, FL 33431
(Contractor)

Directive No.: 008 Date: 10.25.12

Project No: 0951-27-01
Project Title: Concurrent Replacement
Facility Name: Fort Lauderdale High School

(One Directive per form)

Description of Directed Change:

You are hereby directed to make the following change(s) in this Contract:

Phased Parking and Drop Off in accordance with ASI #015, dated 10/23/12 to include providing temporary bus loop access and staff parking to include parking lot lighting powered from temporary electrical service, temporary striping and marking of the base course asphalt, and providing additional temporary construction fencing around perimeter of the bus drive sidewalk and along the parent drop off sidewalk.

Proposed Adjustments

- The Proposed basis of adjustment of the Contract Sum or Guaranteed Maximum price is:
☒ Lump Sum ☒ Increase ☐ Decrease of \$28,891.00.
☐ Unit Price of \$ _____ per _____.
☐ As provided in Specification Section 01250, Contract Modifications.
☐ As follows:
- The Contract Time is proposed to ☐ be adjusted ☒ remain unchanged. The proposed adjustment, if any, is an
☐ increase of _____ Work days or _____ Calendar days.
☐ decrease of _____ days.

When signed by the Project Consultant and the Owner and received by the Contractor, this document becomes effective immediately as a Construction Change Directive and the Contractor shall proceed with the change(s) described above.		Signature by the Contractor indicates the Contractor's Agreement with the Proposed Adjustments in Contract Sum and Contract Time as set forth in this Construction Change Directive.	
Manuel Synalovski Assoc., LLC co/ Christopher E. Bray		Kaufman Lynn Construction co / Murrell Perry	
Project Consultant		Contractor	
By: <i>[Signature]</i> 02-06-13 Date	Owner By: <i>[Signature]</i> 2/27/13 Date	By: <i>[Signature]</i> 2/11/13 Date	

☐ Contractor: Return Signed Copy to: ☐ Project Consultant ☐ Owner ☐ _____

EXHIBIT A-7



The School Board of Broward County, Florida
Facilities and Construction Management Division
1700 SW 14th Court
Fort Lauderdale, FL 33312

OM
CD#03
CD#21
(754) 321-1500

Document 01250e (00 63 46)-Construction Change Directive

To: Kaufman Lynn Construction
606 Banyan Trail
Boca Raton, FL 33431
(Contractor)

Directive No.: 009 Date: 10.26.12

Project No: 0951-27-01
Project Title: Concurrent Replacement
Facility Name: Fort Lauderdale High School

(One Directive per form)

Description of Directed Change:

You are hereby directed to make the following change(s) in this Contract:

Additional work required at the existing Fire Department Connection and riser to existing building #5, to include replacing the FDC riser and fittings at existing building #5, furnish and install a new 6" valve and valve box on the existing 6" fire main, provide a test point and chlorination.

Proposed Adjustments

1. The Proposed basis of adjustment of the Contract Sum or Guaranteed Maximum price is:

- ☒ Lump Sum ☒ Increase ☐ Decrease of \$10,613.40.
☐ Unit Price of \$_____ per _____.
☐ As provided in Specification Section 01250, Contract Modifications.
☐ As follows:

2. The Contract Time is proposed to ☐ be adjusted ☒ remain unchanged. The proposed adjustment, if any, is an

- ☐ increase of ___ Work days or ___ Calendar days.
☐ decrease of ___ days.

When signed by the Project Consultant and the Owner and received by the Contractor, this document becomes effective immediately as a Construction Change Directive and the Contractor shall proceed with the change(s) described above.		Signature by the Contractor indicates the Contractor's Agreement with the Proposed Adjustments in Contract Sum and Contract Time as set forth in this Construction Change Directive.	
Manuel Synalovski Assoc., LLC co/ Christopher E. Bray		Kaufman Lynn Construction co/ Murrell Perry	
Project Consultant		Contractor	
By:	By:	By:	
02-06-13 Date	2/22/13 Date	2/1/13 Date	

☐ Contractor: Return Signed Copy to: ☐ Project Consultant ☐ Owner ☐



The School Board of Broward County, Florida
Office of Facilities & Construction
1643 North Harrison Parkway, Bldg. H
Sunrise, Florida 33323

CO# 03
COR# 07
(754) 321-1500

Document 01250e (00 63 46)-Construction Change Directive

To: Kaufman Lynn Construction
4850 T-Rex Ave., Suite 300
Boca Raton, FL 33431
(Contractor)

Directive No.: 010 Date: 1/25/13

Project No: 0951-27-01
Project Title: Concurrent Replacement
Facility Name: Ft. Lauderdale High School
Location No:

(One Directive per form)

Description of Directed Change:

You are hereby directed to make the following change(s) in this Contract:

Make Changes to the Concrete Stairs in accordance with revisions to sheets S-21 and S-21A in accordance with ASI #10, to include increasing the depth of the landings to 8", increasing the size of the landings, and adding drilled and epoxy dowels.

Proposed Adjustments

1. The Proposed basis of adjustment of the Contract Sum or Guaranteed Maximum price is:

- ☐ Lump Sum ☒ Increase ☐ Decrease of \$10,094.92
☐ Unit Price of \$ ____ per ____
☐ As provided in Specification Section 01250, Contract Modifications.
☐ As follows:

2. The Contract Time is proposed to ☒ be adjusted ☐ remain unchanged. The proposed adjustment, if any, is an
☐ increase of ____ days.
☐ decrease of ____ days.

When signed by the Project Consultant and the Owner and received by the Contractor, this document becomes effective immediately as a Construction Change Directive and the Contractor shall proceed with the change(s) described above.		Signature by the Contractor indicates the Contractor's Agreement with the Proposed Adjustments in Contract Sum and Contract Time as set forth in this Construction Change Directive.	
Manuel Synalovski Assoc., LLC c/o Christopher Bray	School Board of Broward County c/o Gregory T. Boardman	Kaufman Lynn Construction, Inc. c/o R. Murrel Perry	
Project Consultant	Owner	Contractor	
By: <i>[Signature]</i> 02-06-13 Date	By: <i>[Signature]</i> 2/22/13 Date	By: <i>[Signature]</i> 2/1/13 Date	

☐ Contractor: Return Signed Copy to: ☐ Project Consultant ☐ Owner ☐ ____

The School Board of Broward County, Florida
[Specifier replace this line with SBBC project number and name]
[Specifier replace this line with Project Consultant's name]
((Specifier leave this line)) SBBC Design & Material Standards, January 01, 2010 Edition)

Section 01250e (00 63 46)
Construction Change Directive
[Specifier replace this line with issue date]
Page 1 of 1

EXHIBIT A-9



The School Board of Broward County, Florida
Office of Facilities & Construction
1643 North Harrison Parkway, Bldg. H
Sunrise, Florida 33323

car # 11
(754) 321-1500

Document 01250e (00 63 46)-Construction Change Directive

To: Kaufman Lynn Construction
4850 T-Rex Ave., Suite 300
Boca Raton, FL 33431
(Contractor)

Directive No.: 011 Date: 1/25/13

Project No: 0951-27-01
Project Title: Concurrent Replacement
Facility Name: Ft. Lauderdale High School
Location No:

(One Directive per form)

Description of Directed Change:

You are hereby directed to make the following change(s) in this Contract:

Add stainless steel drains on the 2nd and 3rd levels of the pedestrian bridge with stainless steel piping tied into the downspouts in accordance with ASI #11.

Proposed Adjustments

1. The Proposed basis of adjustment of the Contract Sum or Guaranteed Maximum price is:

- ☐ Lump Sum ☒ Increase ☐ Decrease of \$17,227.35
☐ Unit Price of \$ ____ per ____
☐ As provided in Specification Section 01250, Contract Modifications.
☐ As follows:

2. The Contract Time is proposed to ☒ be adjusted ☐ remain unchanged. The proposed adjustment, if any, is an

- ☐ increase of ____ days.
☐ decrease of ____ days.

When signed by the Project Consultant and the Owner and received by the Contractor, this document becomes effective immediately as a Construction Change Directive and the Contractor shall proceed with the change(s) described above.		Signature by the Contractor indicates the Contractor's Agreement with the Proposed Adjustments in Contract Sum and Contract Time as set forth in this Construction Change Directive.	
Manuel Synalovski Assoc., LLC c/o Christopher Bray Project Consultant		Greg Boardman School Board of Broward County c/o Gregory T. Boardman Contractor	
By: 02-06-13 Date	Owner By: 2/23/13 Date	Contractor By: 2/1/13 Date	

☐ Contractor: Return Signed Copy to: ☐ Project Consultant ☐ Owner ☐

EXHIBIT A-10



The School Board of Broward County, Florida
Office of Facilities & Construction
1643 North Harrison Parkway, Bldg. H
Sunrise, Florida 33323

012
CO # 02
CO2 # 14
(754) 321-1500

Document 01250e (00 63 46)-Construction Change Directive

To: Kaufman Lynn Construction
4850 T-Rex Ave., Suite 300
Boca Raton, FL 33431
(Contractor)

Directive No.: 012 Date: 1/25/13

Project No: 0951-27-01
Project Title: Concurrent Replacement
Facility Name: Ft. Lauderdale High School
Location No:

(One Directive per form)

Description of Directed Change:

You are hereby directed to make the following change(s) in this Contract:

Furnish and Install (49) recessed electrical floor boxes on the 2nd and 3rd floor classrooms of the Classroom Building as indicated on sheets E2-101.2.b and E2-101.3.b of ASI #10 to include conduit and wire to new floor box locations.

Proposed Adjustments

1. The Proposed basis of adjustment of the Contract Sum or Guaranteed Maximum price is:

- ☐ Lump Sum ☒ Increase ☐ Decrease of \$52,283.01
☐ Unit Price of \$ ____ per ____
☐ As provided in Specification Section 01250, Contract Modifications.
☐ As follows:

2. The Contract Time is proposed to ☒ be adjusted ☐ remain unchanged. The proposed adjustment, if any, is an
☐ increase of ____ days.
☐ decrease of ____ days.

When signed by the Project Consultant and the Owner and received by the Contractor, this document becomes effective immediately as a Construction Change Directive and the Contractor shall proceed with the change(s) described above.		Signature by the Contractor indicates the Contractor's Agreement with the Proposed Adjustments in Contract Sum and Contract Time as set forth in this Construction Change Directive.	
Manuel Synalovski Assoc., LLC c/o Christopher Bray		Kaufman Lynn Construction, Inc. c/o R. Murrel Penn	
Project Consultant		Contractor	
By: <i>Chris Bray</i>	By: <i>Gregory T. Boardman</i>	By: <i>R. Murrel Penn</i>	
Date: 02-06-13	Date: 2/22/13	Date: 2/1/13	

☐ Contractor: Return Signed Copy to: ☐ Project Consultant ☐ Owner ☐ ____

The School Board of Broward County, Florida
[Specifier replace this line with SBBC project number and name]
[Specifier replace this line with Project Consultant's name]
((Specifier leave this line)) SBBC Design & Material Standards, January 01, 2010 Edition)

Section 01250e (00 63 46)
Construction Change Directive
[Specifier replace this line with Issue date]
Page 1 of 1

EXHIBIT A-11



The School Board of Broward County, Florida
Office of Facilities & Construction
1643 North Harrison Parkway, Bldg. H
Sunrise, Florida 33323

OM
CO # 03
COR # 24
(754) 321-1500

Document 01250e (00 63 46)-Construction Change Directive

To: Kaufman Lynn Construction
4850 T-Rex Ave., Suite 300
Boca Raton, FL 33431
(Contractor)

Directive No.: 013 Date: 1/25/13

Project No: 0951-27-01
Project Title: Concurrent Replacement
Facility Name: Ft. Lauderdale High School
Location No:

(One Directive per form)

Description of Directed Change:

You are hereby directed to make the following change(s) in this Contract:

Increase the size of the chiller enclosure from 34'- 8" x 36'- 4" to 39'-4" x 47'-0".

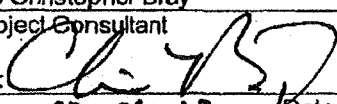
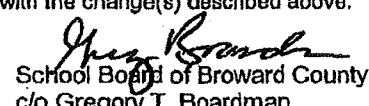
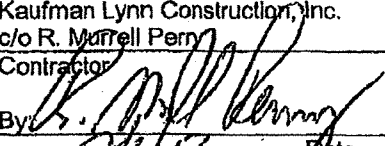
Proposed Adjustments

1. The Proposed basis of adjustment of the Contract Sum or Guaranteed Maximum price is:

- ☐ Lump Sum ☒ Increase ☐ Decrease of \$22,084.44
☐ Unit Price of \$ _____ per _____
☐ As provided in Specification Section 01250, Contract Modifications.
☐ As follows:

2. The Contract Time is proposed to ☒ be adjusted ☐ remain unchanged. The proposed adjustment, if any, is an

- ☐ increase of _____ days.
☐ decrease of _____ days.

When signed by the Project Consultant and the Owner and received by the Contractor, this document becomes effective immediately as a Construction Change Directive and the Contractor shall proceed with the change(s) described above.		Signature by the Contractor Indicates the Contractor's Agreement with the Proposed Adjustments in Contract Sum and Contract Time as set forth in this Construction Change Directive.	
Manuel Synalovski Assoc., LLC c/o Christopher Bray Project Consultant		Kaufman Lynn Construction, Inc. c/o R. Murrell Perry Contractor	
By:  02-06-13 Date	By:  2/22/13 Date	By:  2/1/13 Date	

☐ Contractor: Return Signed Copy to: ☐ Project Consultant ☐ Owner ☐ _____



The School Board of Broward County, Florida
Office of Facilities & Construction
1643 North Harrison Parkway, Bldg: H
Sunrise, Florida 33323

COR # 27
(754) 321-1500

Document 01250e (00 63 46)-Construction Change Directive

To: Kaufman Lynn Construction
4850 T-Rex Ave., Suite 300
Boca Raton, FL 33431
(Contractor)

Directive No.: 014 Date: 1/25/13

Project No: 0951-27-01
Project Title: Concurrent Replacement
Facility Name: Ft. Lauderdale High School
Location No:

(One Directive per form)

Description of Directed Change:

You are hereby directed to make the following change(s) in this Contract:

Relocate Fire Hydrant and Fire Dept. Connection appx. 200+ ft to the south of its current location adjacent to the Administration Building in accordance with revised sheet C-20, dated 9-18-12

Proposed Adjustments

1. The Proposed basis of adjustment of the Contract Sum or Guaranteed Maximum price is:

☐ Lump Sum ☒ Increase ☐ Decrease of \$34,296.00

☐ Unit Price of \$_____ per _____.

☐ As provided in Specification Section 01250, Contract Modifications.

☐ As follows:

2. The Contract Time is proposed to ☒ be adjusted ☐ remain unchanged. The proposed adjustment, if any, is an

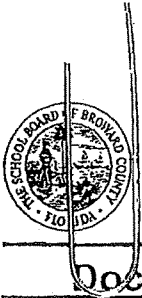
☐ increase of _____ days.

☐ decrease of _____ days.

When signed by the Project Consultant and the Owner and received by the Contractor, this document becomes effective immediately as a Construction Change Directive and the Contractor shall proceed with the change(s) described above.		Signature by the Contractor indicates the Contractor's Agreement with the Proposed Adjustments in Contract Sum and Contract Time as set forth in this Construction Change Directive.	
Manuel Synalovski Assoc., LLC c/o Christopher Bray Project Consultant		Kaufman Lynn Construction, Inc. c/o R. Murrell Perry Contractor	
By: <i>[Signature]</i>	By: <i>[Signature]</i>	By: <i>[Signature]</i>	By: <i>[Signature]</i>
Date: 02-06-13	Date: 2/22/13	Date: 2/1/13	Date: 2/1/13

☐ Contractor: Return Signed Copy to: ☐ Project Consultant ☐ Owner ☐

EXHIBIT A-13



The School Board of Broward County, Florida
Office of Facilities & Construction
1643 North Harrison Parkway, Bldg. H
Sunrise, Florida 33323

(754) 321-1500

Document 01250e (00 63 46)-Construction Change Directive

To: Kaufman Lynn Construction
4850 T-Rex Ave., Suite 300
Boca Raton, FL 33431
(Contractor)

Directive No.: 015 Date: 1/28/13

Project No: 0951-27-01
Project Title: Concurrent Replacement
Facility Name: Ft. Lauderdale High Schol
Location No:

(One Directive per form)

Description of Directed Change:

You are hereby directed to make the following change(s) in this Contract:

Provide Simplex remote generator fueling system and 2-HR rated chase in accordance with ASI #6.

Proposed Adjustments

1. The Proposed basis of adjustment of the Contract Sum or Guaranteed Maximum price is:

☐ Lump Sum ☒ Increase ☐ Decrease of \$27,472.25

☐ Unit Price of \$ ____ per ____.

☐ As provided in Specification Section 01250, Contract Modifications.

☐ As follows:

2. The Contract Time is proposed to ☒ be adjusted ☐ remain unchanged. The proposed adjustment, if any, is an

☐ increase of ____ days.

☐ decrease of ____ days.

When signed by the Project Consultant and the Owner and received by the Contractor, this document becomes effective immediately as a Construction Change Directive and the Contractor shall proceed with the change(s) described above.

Signature by the Contractor indicates the Contractor's Agreement with the Proposed Adjustments in Contract Sum and Contract Time as set forth in this Construction Change Directive.

Kaufman Lynn Construction, Inc.
c/o R. Murrell Perry

Manuel Synalovski Assoc., LLC
c/o Christopher Bray

School Board of Broward County
c/o Gregory T. Boardman

Project Consultant

Owner

Contractor

By:

By:

By:

Date

Date

Date

☐ Contractor: Return Signed Copy to:

☐ Project Consultant

☐ Owner

☐ _____

The School Board of Broward County, Florida
[Specifier replace this line with SBBC project number and name]
[Specifier replace this line with Project Consultant's name]

Section 01250e (00 63 46)
Construction Change Directive
[Specifier replace this line with issue date]



The School Board of Broward County, Florida
Office of Facilities & Construction
1643 North Harrison Parkway, Bldg. H
Sunrise, Florida 33323

CO J. 7.
COR # 6

(754) 321-1500

Document 01250e (00 63 46)-Construction Change Directive

To: Kaufman Lynn Construction
4850 T-Rex Ave., Suite 300
Boca Raton, FL 33431
(Contractor)

Directive No.: 016 Date: 1/28/13

Project No: 0951-27-01
Project Title: Concurrent Replacement
Facility Name: Ft. Lauderdale High Schol
Location No:

(One Directive per form)

Description of Directed Change:

You are hereby directed to make the following change(s) in this Contract:

Re-route storm drain and add a drain structure in the area of the pedestrian bridge between buildings #20 and #21 to resolve conflict between the storm drain piping and the bridge foundations.

Proposed Adjustments

1. The Proposed basis of adjustment of the Contract Sum or Guaranteed Maximum price is:

☐ Lump Sum ☒ Increase ☐ Decrease of \$3,185.28

☐ Unit Price of \$_____ per _____.

☐ As provided in Specification Section 01250, Contract Modifications.

☐ As follows:

2. The Contract Time is proposed to ☒ be adjusted ☐ remain unchanged. The proposed adjustment, if any, is an

☐ increase of _____ days.

☐ decrease of _____ days.

When signed by the Project Consultant and the Owner and received by the Contractor, this document becomes effective immediately as a Construction Change Directive and the Contractor shall proceed with the change(s) described above.		Signature by the Contractor indicates the Contractor's Agreement with the Proposed Adjustments in Contract Sum and Contract Time as set forth in this Construction Change Directive. Kaufman Lynn Construction, Inc. c/o R. Murrell Perry
Manuel Synalovski Assoc., LLC c/o Christopher Bray	School Board of Broward County c/o Gregory T. Boardman	
Project Consultant	Owner	Contractor
By:	By:	By:
Date	Date	Date

☐ Contractor: Return Signed Copy to: ☐ Project Consultant ☐ Owner ☐ _____

EXHIBIT A-15



The School Board of Broward County, Florida
Office of Facilities & Construction
1643 North Harrison Parkway, Bldg. H
Sunrise, Florida 33323

(754) 321-1500

Document 01250e (00 63 46)-Construction Change Directive

To: Kaufman Lynn Construction
4850 T-Rex Ave., Suite 300
Boca Raton, FL 33431
(Contractor)

Directive No.: 017 Date: 1/28/13

Project No: 0951-27-01
Project Title: Concurrent Replacement
Facility Name: Ft. Lauderdale High School
Location No:

(One Directive per form)

Description of Directed Change:

You are hereby directed to make the following change(s) in this Contract:

Furnish and install added wood door, hollow metal frame, and hardware in the partition between the Principal's office and Secretary office in the Administration Building.

Proposed Adjustments

1. The Proposed basis of adjustment of the Contract Sum or Guaranteed Maximum price is:

☐ Lump Sum ☒ Increase ☐ Decrease of \$1,883.57

☐ Unit Price of \$ ____ per ____.

☐ As provided in Specification Section 01250, Contract Modifications.

☐ As follows:

2. The Contract Time is proposed to ☒ be adjusted ☐ remain unchanged. The proposed adjustment, if any, is an

☐ increase of ____ days.

☐ decrease of ____ days.

When signed by the Project Consultant and the Owner and received by the Contractor, this document becomes effective immediately as a Construction Change Directive and the Contractor shall proceed with the change(s) described above.		Signature by the Contractor indicates the Contractor's Agreement with the Proposed Adjustments in Contract Sum and Contract Time as set forth in this Construction Change Directive. Kaufman Lynn Construction, Inc. c/o R. Murrell Perry
Manuel Synalovski Assoc., LLC c/o Christopher Bray	School Board of Broward County c/o Gregory T. Boardman	
Project Consultant	Owner	Contractor
By:	By:	By:
Date	Date	Date

☐ Contractor: Return Signed Copy to: ☐ Project Consultant ☐ Owner ☐ ____

The School Board of Broward County, Florida

(Specifier replace this line with SBBC project number and name)

(Specifier replace this line with Project Consultant's name)

((Specifier leave this line)) SBBC Design & Material Standards, January 01, 2010 Edition

Section 01250e (00 63 46)

Construction Change Directive

(Specifier replace this line with issue date)

EXHIBIT A-16



The School Board of Broward County, Florida
Office of Facilities & Construction
1643 North Harrison Parkway, Bldg. H
Sunrise, Florida 33323

CO# 03
2012 # 0812
(754) 321-1500

Document 01250e (00 63 46)-Construction Change Directive

To: Kaufman Lynn Construction
4850 T-Rex Ave., Suite 300
Boca Raton, FL 33431
(Contractor)

Directive No.: 018 Date: 1/28/13

Project No: 0951-27-01
Project Title: Concurrent Replacement
Facility Name: Ft. Lauderdale High Schol
Location No:

(One Directive per form)

Description of Directed Change:

You are hereby directed to make the following change(s) in this Contract:

Change fire ratings on doors, frames and hardware as described in ASI #4.

Proposed Adjustments

1. The Proposed basis of adjustment of the Contract Sum or Guaranteed Maximum price is:

☐ Lump Sum ☒ Increase ☐ Decrease of \$5,596.98

☐ Unit Price of \$ _____ per _____.

☐ As provided in Specification Section 01250, Contract Modifications.

☐ As follows:

2. The Contract Time is proposed to ☒ be adjusted ☐ remain unchanged. The proposed adjustment, if any, is an

☐ increase of _____ days.

☐ decrease of _____ days.

When signed by the Project Consultant and the Owner and received by the Contractor, this document becomes effective immediately as a Construction Change Directive and the Contractor shall proceed with the change(s) described above.		Signature by the Contractor indicates the Contractor's Agreement with the Proposed Adjustments in Contract Sum and Contract Time as set forth in this Construction Change Directive. Kaufman Lynn Construction, Inc. c/o R. Murrell Perry
Manuel Synalovski Assoc., LLC c/o Christopher Bray	School Board of Broward County c/o Gregory T. Boardman	
Project Consultant	Owner	Contractor
By:	By:	By:
Date	Date	Date

☐ Contractor: Return Signed Copy to: ☐ Project Consultant ☐ Owner ☐ _____

The School Board of Broward County, Florida
[Specifier replace this line with SBBC project number and name]
[Specifier replace this line with Project Consultant's name]
[Specifier leave this line) SBBC Design & Material Standards, January 01, 2010 Edition).

Section 01250e (00 63 46)
Construction Change Directive
[Specifier replace this line with issue date]

EXHIBIT A-17



The School Board of Broward County, Florida
Office of Facilities & Construction
1643 North Harrison Parkway, Bldg. H
Sunrise, Florida 33323

(754) 321-1500

Document 01250e (00 62 46)-Construction Change Directive

To: Kaufman Lynn Construction
4850 T-Rex Ave., Suite 300
Boca Raton, FL 33431
(Contractor)

Directive No.: 019 Date: 1/28/13

Project No: 0951-27-01
Project Title: Concurrent Replacement
Facility Name: Ft. Lauderdale High School
Location No:

(One Directive per form)

Description of Directed Change:

You are hereby directed to make the following change(s) in this Contract:

Provide electrical power feed to the existing PE Building (Bldg #13) from the new Administration Building in accordance with ASI #005.

Proposed Adjustments

1. The Proposed basis of adjustment of the Contract Sum or Guaranteed Maximum price is:

☐ Lump Sum ☒ Increase ☐ Decrease of \$19,938.26

☐ Unit Price of \$_____ per _____.

☐ As provided in Specification Section 01250, Contract Modifications.

☐ As follows:

2. The Contract Time is proposed to ☒ be adjusted ☐ remain unchanged. The proposed adjustment, if any, is an

☐ increase of _____ days.

☐ decrease of _____ days.

When signed by the Project Consultant and the Owner and received by the Contractor, this document becomes effective immediately as a Construction Change Directive and the Contractor shall proceed with the change(s) described above.		Signature by the Contractor indicates Contractor's Agreement with the Proposed Adjustments in Contract Sum and Contract Time as set forth in the Construction Change Directive. Kaufman Lynn Construction, Inc. c/o R. Murrell Perry
Manuel Synalovski Assoc., LLC c/o Christopher Bray Project Consultant	School Board of Broward County c/o Gregory T. Boardman Owner	Contractor
By: _____ Date _____	By: _____ Date _____	By: _____ Date _____

☐ Contractor: Return Signed Copy to: ☐ Project Consultant ☐ Owner ☐ _____

The School Board of Broward County, Florida
[Specifier replace this line with SBBC project number and name]
[Specifier replace this line with Project Consultant's name]
(Specifier leave this line) SBBC Design & Material Standards, January 01, 2010 Edition)

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The School Board of Broward County, Florida
Office of Facilities & Construction
1643 North Harrison Parkway, Bldg. H
Sunrise, Florida 33323

COB # 020
COB # 15
(754) 321-1500

Document 01250e (00 63 46)-Construction Change Directive

To: Kaufman Lynn Construction
4850 T-Rex Ave., Suite 300
Boca Raton, FL 33431
(Contractor)

Directive No.: 020 Date: 1/28/13

Project No: 0951-27-01
Project Title: Concurrent Replacement
Facility Name: Ft. Lauderdale High Schol
Location No:

(One Directive per form)

Description of Directed Change:

You are hereby directed to make the following change(s) in this Contract:

Relocate City of Ft. Lauderdale Street Light in conflict with the new bus entrance.

Proposed Adjustments

1. The Proposed basis of adjustment of the Contract Sum or Guaranteed Maximum price is:

☐ Lump Sum ☒ Increase ☐ Decrease of \$3,815.06

☐ Unit Price of \$ ____ per ____

☐ As provided in Specification Section 01250, Contract Modifications.

☐ As follows:

2. The Contract Time is proposed to ☒ be adjusted ☐ remain unchanged. The proposed adjustment, if any, is an

☐ increase of ____ days.

☐ decrease of ____ days.

When signed by the Project Consultant and the Owner and received by the Contractor, this document becomes effective immediately as a Construction Change Directive and the Contractor shall proceed with the change(s) described above.		Signature by the Contractor indicates the Contractor's Agreement with the Proposed Adjustments in Contract Sum and Contract Time as set forth in this Construction Change Directive. Kaufman Lynn Construction, Inc. c/o R. Murrell Perry
Manuel Synalovski Assoc., LLC c/o Christopher Bray	School Board of Broward County c/o Gregory T. Boardman	Contractor
Project Consultant	Owner	
By: _____	By: _____	By: _____
Date _____	Date _____	Date _____

☐ Contractor: Return Signed Copy to: ☐ Project Consultant ☐ Owner ☐ _____

EXHIBIT A-19



The School Board of Broward County, Florida
Office of Facilities & Construction
1643 North Harrison Parkway, Bldg. H
Sunrise, Florida 33323

UC
CO # 03
COR # 23
(754) 321-1500

Document 01250e (00 63 46)-Construction Change Directive

To: Kaufman Lynn Construction
4850 T-Rex Ave., Suite 300
Boca Raton, FL 33431
(Contractor)

Directive No.: 021 Date: 1/28/13

Project No: 0951-27-01
Project Title: Concurrent Replacement
Facility Name: Ft. Lauderdale High School
Location No:

(One Directive per form)

Description of Directed Change:

You are hereby directed to make the following change(s) in this Contract:

Insulate appx. 90 lf of existing underground chilled water piping exposed during the excavation for the canopy footings.

Proposed Adjustments

1. The Proposed basis of adjustment of the Contract Sum or Guaranteed Maximum price is:

☐ Lump Sum ☒ Increase ☐ Decrease of \$4,703.53

☐ Unit Price of \$_____ per _____.

☐ As provided in Specification Section 01250, Contract Modifications.

☐ As follows:

2. The Contract Time is proposed to ☒ be adjusted ☐ remain unchanged. The proposed adjustment, if any, is an

☐ Increase of _____ days.

☐ decrease of _____ days.

When signed by the Project Consultant and the Owner and received by the Contractor, this document becomes effective immediately as a Construction Change Directive and the Contractor shall proceed with the change(s) described above.		Signature by the Contractor indicates the Contractor's Agreement with the Proposed Adjustments in Contract Sum and Contract Time as set forth in this Construction Change Directive.	
Manuel Synalovski Assoc., LLC c/o Christopher Bray Project Consultant	Greg Boardman School Board of Broward County c/o Gregory T. Boardman Owner	Kaufman Lynn Construction, Inc. c/o R. Murrell Perry Contractor	
By: <i>Chris Bray</i> 02-06-13 Date	By: <i>Greg Boardman</i> 2/1/13 Date	By: <i>R. Murrell Perry</i> 2/1/13 Date	

☐ Contractor: Return Signed Copy to:

☐ Project Consultant

☐ Owner

☐ _____

EXHIBIT A-20



The School Board of Broward County, Florida
Office of Facilities & Construction
1643 North Harrison Parkway, Bldg. H
Sunrise, Florida 33323

0M
COR # 03
COR # 25
(754) 321-1500

Document 01250e (00 63 46)-Construction Change Directive

To: Kaufman Lynn Construction
4850 T-Rex Ave., Suite 300
Boca Raton, FL 33431
(Contractor)

Directive No.: 022 Date: 1/28/13

Project No: 0951-27-01
Project Title: Concurrent Replacement
Facility Name: Ft. Lauderdale High Schol
Location No:

(One Directive per form)

Description of Directed Change:

You are hereby directed to make the following change(s) in this Contract:

Furnish and install (11) additional fire dampers, frames, and access panels in the Classroom Building in accordance with ASI #11.

Proposed Adjustments

1. The Proposed basis of adjustment of the Contract Sum or Guaranteed Maximum price is:

☐ Lump Sum ☒ Increase ☐ Decrease of \$9,699.86

☐ Unit Price of \$ _____ per _____.

☐ As provided in Specification Section 01250, Contract Modifications.

☐ As follows:

2. The Contract Time is proposed to ☒ be adjusted ☐ remain unchanged. The proposed adjustment, if any, is an

☐ increase of _____ days.

☐ decrease of _____ days.

When signed by the Project Consultant and the Owner and received by the Contractor, this document becomes effective immediately as a Construction Change Directive and the Contractor shall proceed with the change(s) described above.		Signature by the Contractor indicates the Contractor's Agreement with the Proposed Adjustments in Contract Sum and Contract Time as set forth in this Construction Change Directive.	
Manuel Synalovski Assoc., LLC c/o Christopher Bray Project Consultant		Kaufman Lynn Construction, Inc. c/o R. Murrell Perry Contractor	
By: <i>Chris Bray</i>	By: <i>Gregory T. Boardman</i>	By: <i>[Signature]</i>	By: <i>[Signature]</i>
02-06-13 Date	2/27/13 Date	2/1/13 Date	2/1/13 Date

☐ Contractor: Return Signed Copy to:

☐ Project Consultant

☐ Owner

☐ _____

The School Board of Broward County, Florida

[Specifier replace this line with SBBC project number and name]

[Specifier replace this line with Project Consultant's name]

((Specifier leave this line)) SBBC Design & Material Standards, January 01, 2010 Edition)

Section 01250e (00 63 46)

Construction Change Directive

[Specifier replace this line with issue date]

Page 1 of 1

COR # 41



The School Board of Broward County, Florida
Office of Facilities & Construction
1643 North Harrison Parkway, Bldg. H
Sunrise, Florida 33323

(754) 321-1500

Document 01250e (00 63 46)-Construction Change Directive

To: Kaufman Lynn Construction
4850 T-Rex Ave., Suite 300
Boca Raton, FL 33431
(Contractor)

Directive No.: 023 Date: 5/10/13

Project No: 0951-27-01
Project Title: Concurrent Replacement
Facility Name: Ft. Lauderdale High School
Location No:

(One Directive per form)

Description of Directed Change:

You are hereby directed to make the following change(s) in this Contract:

Make changes to the bus drive, staff parking lot and bus drop off in accordance with ASI #18.

Proposed Adjustments

1. The Proposed basis of adjustment of the Contract Sum or Guaranteed Maximum price is:

☐ Lump Sum ☒ Increase ☐ Decrease of \$61,860.75

☐ Unit Price of \$ _____ per _____.

☐ As provided in Specification Section 01250, Contract Modifications.

☐ As follows:

2. The Contract Time is proposed to ☒ be adjusted ☐ remain unchanged. The proposed adjustment, if any, is an

☒ increase of TBD days.

☐ decrease of _____ days.

When signed by the Project Consultant and the Owner and received by the Contractor, this document becomes effective immediately as a Construction Change Directive and the Contractor shall proceed with the change(s) described above.

Manuel Synalovski Assoc., LLC
c/o Christopher Bray

Project Consultant

By:

Date

Hug Board
School Board of Broward County
c/o Gregory T. Boardman

Owner

By:

Date

Signature by the Contractor indicates the Contractor's Agreement with the Proposed Adjustments in Contract Sum and Contract Time as set forth in this Construction Change Directive.
Kaufman Lynn Construction, Inc.

Contractor

By:

Date

☐ Contractor: Return Signed Copy to: ☐ Project Consultant ☐ Owner ☐ _____



The School Board of Broward County, Florida
Office of Facilities & Construction
1643 North Harrison Parkway, Bldg. H
Sunrise, Florida 33323

(754) 321-1500

Document 01250e (00 63 46)-Construction Change Directive

To: Kaufman Lynn Construction
4850 T-Rex Ave., Suite 300
Boca Raton, FL 33431
(Contractor)

Directive No.: 024 — Date: 5/10/13

Project No: 0951-27-01
Project Title: Concurrent Replacement
Facility Name: Ft. Lauderdale High School
Location No:

(One Directive per form)

Description of Directed Change:

You are hereby directed to make the following change(s) in this Contract:

Add lab sinks, fixtures, utility shelves, and all required plumbing and electrical infrastructure to serve the Chemistry Tables in Building #8 in accordance with ASI #19.

Proposed Adjustments

1. The Proposed basis of adjustment of the Contract Sum or Guaranteed Maximum price is:

☐ Lump Sum ☒ Increase ☐ Decrease of \$154,249.00.

☐ Unit Price of \$ _____ per _____.

☐ As provided in Specification Section 01250, Contract Modifications.

☐ As follows:

2. The Contract Time is proposed to ☒ be adjusted ☐ remain unchanged. The proposed adjustment, if any, is an

☒ increase of 30 days.

☐ decrease of _____ days.

When signed by the Project Consultant and the Owner and received by the Contractor, this document becomes effective immediately as a Construction Change Directive and the Contractor shall proceed with the change(s) described above.		Signature by the Contractor indicates the Contractor's Agreement with the Proposed Adjustments in Contract Sum and Contract Time as set forth in this Construction Change Directive. Kaufman Lynn Construction, Inc. c/o Benjamin Baffer, Vice President
Manuel Synalovski Assoc., LLC c/o Christopher Bray Project Consultant	<i>Greg Boardman</i> School Board of Broward County c/o Gregory T. Boardman Owner	
By: <i>Chris Bray</i> 09.13.13 Date	By: <i>Greg Boardman</i> 9/14/13 Date	By: <i>Benjamin Baffer</i> 9/12/13 Date

☐ Contractor: Return Signed Copy to: ☐ Project Consultant ☐ Owner ☐ _____



The School Board of Broward County, Florida
Office of Facilities & Construction
1643 North Harrison Parkway, Bldg. H
Sunrise, Florida 33323

(754) 321-1500

Document 01250e (00 63 46)-Construction Change Directive

To: Kaufman Lynn Construction
4850 T-Rex Ave., Suite 300
Boca Raton, FL 33431
(Contractor)

Directive No.: 025r1 Date: 8/1/13

Project No: 0951-27-01
Project Title: Concurrent Replacement
Facility Name: Ft. Lauderdale High Schol
Location No:

(One Directive per form)

COR #43

Description of Directed Change:

You are hereby directed to make the following change(s) in this Contract: Provide fiber optic backbone infrastructure to 6 additional IDF rooms adding appx. 12,000 lf of fiber optic cabling and 12,000 lf of copper wire, accessories and terminations.

Proposed Adjustments

1. The Proposed basis of adjustment of the Contract Sum or Guaranteed Maximum price is:

☐ Lump Sum ☒ Increase ☐ Decrease of \$91,502.00

☐ Unit Price of \$_____ per _____

☐ As provided in Specification Section 01250, Contract Modifications.

☐ As follows:

2. The Contract Time is proposed to _____ be adjusted ☒ remain unchanged. The proposed adjustment, if any, is an

☐ increase of _____ days.

☐ decrease of _____ days.

When signed by the Project Consultant and the Owner and received by the Contractor, this document becomes effective immediately as a Construction Change Directive and the Contractor shall proceed with the change(s) described above.		Signature by the Contractor indicates the Contractor's Agreement with the Proposed Adjustments in Contract Sum and Contract Time as set forth in this Construction Change Directive. Kaufman Lynn Construction, Inc. c/o Benjamin Baffer, Vice President	
Manuel Synalovski Assoc., LLC c/o Christopher Bray		School Board of Broward County c/o Gregory T. Boardman	
Project Consultant		Owner	
By: <i>[Signature]</i>	Date: 09-13-13	By: <i>[Signature]</i>	Date: 9/16/13
Contractor		Contractor	
By: <i>[Signature]</i>	Date: 9/13/13	By: <i>[Signature]</i>	Date: 9/13/13

☐ Contractor: Return Signed Copy to: ☐ Project Consultant ☐ Owner ☐ _____

School Board of Broward County, Florida
 Office of Facilities & Construction
 111 North Harrison Parkway, Bldg. H
 Sunrise, Florida 33323

(754) 321-1500

(00 63 46) Construction Change Directive

 Directive No.: 26 Date: 8/1/13

(One Directive per form)

COR 45

Proposed Change:

Contractor DIRECTED to make the following change(s) in this Contract: Provide changes to (AS) #24 listed as follows:

HVAC changes - \$157,954.00

Plumbing drainage changes - \$21,323.00

Plumbing gang toilet changes - \$27,555.00

Electrical changes - \$30,215.00

Chemical storage room structural changes - \$14,850.00

Miscellaneous Architectural and Structural changes - The estimated cost are being determined and are NOT included in this CCD amount. \$41,722

Proposed Adjustments

1. The Proposed basis of adjustment of the Contract Sum is:

☐ Lump Sum ☒ Increase ☐ Decrease of \$251,892.00

41,722.00 +

☐ Unit Price of \$ _____ per _____

☐ As provided in Specification Section 01250, Contract Modifications.

☐ As follows:

293,614 TOTAL W/ ARCH CHANGES

2. The Contract Time is proposed to ☒ be adjusted ☐ remain unchanged. The proposed adjustment, if any, is an

X increase of 60 days.

☐ decrease of _____ days.

When signed by the Project Consultant and the Owner and received by the Contractor, this document becomes effective immediately as a Construction Change Directive and the Contractor shall proceed with the change(s) described above.		Signature by the Contractor indicates the Contractor's Agreement with the Proposed Adjustments in Contract Sum and Contract Time as set forth in this Construction Change Directive.	
Manuel Synalovski Assoc., LLC c/o Christopher Bray Project Consultant		School Board of Broward County c/o Gregory T. Boardman Owner	
By: <u>[Signature]</u> 09.13.13 Date		By: <u>[Signature]</u> 9/13/13 Date	
		Contractor By: <u>[Signature]</u> 9/13/13 Date	

☐ Contractor: Return Signed Copy to:

☐ Project Consultant

☐ Owner

☐ _____

The School Board of Broward County, Florida

[Specifier replace this line with SBBC project number and name]

[Specifier replace this line with Project Consultant's name]

[Specifier leave this line] SBBC Design & Material Standards, January 01, 2010 Edition)

Section 01250e (00 63 46)
 Construction Change Directive

[Specifier replace this line with issue date]

Page 1 of 1



The School Board of Broward County, Florida
Office of Facilities & Construction
1643 North Harrison Parkway, Bldg. H
Sunrise, Florida 33323

(754) 321-1500

Document 01250e (00 63 46)-Construction Change Directive

To: Kaufman Lynn Construction
4850 T-Rex Ave., Suite 300
Boca Raton, FL 33431
(Contractor)

Directive No.: 27 Date: 8/1/13

Project No: 0951-27-01
Project Title: Concurrent Replacement
Facility Name: Ft. Lauderdale High School
Location No:

(One Directive per form)

COR #50

Description of Directed Change:

You are hereby directed to make the following change(s) in this Contract: Enlarge Door #2100AB to a double 3'-0"x7'-0" door and other changes required by ASI #26.

Proposed Adjustments

1. The Proposed basis of adjustment of the Contract Sum or Guaranteed Maximum price is:

☐ Lump Sum ☒ Increase ☐ Decrease of \$21,186.00

☐ Unit Price of \$ per

☐ As provided in Specification Section 01250, Contract Modifications.

☐ As follows:

2. The Contract Time is proposed to ☒ be adjusted ☐ remain unchanged. The proposed adjustment, if any, is an

X increase of 10 days.

☐ decrease of days.

When signed by the Project Consultant and the Owner and received by the Contractor, this document becomes effective immediately as a Construction Change Directive and the Contractor shall proceed with the change(s) described above.		Signature by the Contractor indicates the Contractor's Agreement with the Proposed Adjustments in Contract Sum and Contract Time as set forth in this Construction Change Directive.	
Manuel Synalovski Assoc., LLC c/o Christopher Bray Project Consultant		School Board of Broward County c/o Gregory T. Boardman Owner	
By: <i>[Signature]</i> Date: 8/8/13		By: <i>[Signature]</i> Date: 8/1/13	

☐ Contractor: Return Signed Copy to: ☐ Project Consultant ☐ Owner ☐

The School Board of Broward County, Florida
[Specifier replace this line with SBBC project number and name]
[Specifier replace this line with Project Consultant's name]
((Specifier leave this line)) SBBC Design & Material Standards, January 01, 2010 Edition)

Section 01250e (00 63 46)
Construction Change Directive
[Specifier replace this line with issue date]
Page 1 of 1



The School Board of Broward County, Florida
Facilities and Construction Management Division
1700 SW 14th Court
Fort Lauderdale, FL 33312

(754) 321-1500

Document 01250e (00 63 46)-Construction Change Directive

To: **Kaufman Lynn Construction**
606 Banyan Trail
Boca Raton, FL 33431
(Contractor)
Project No: **0951-27-01**
Project Title: **Concurrent Replacement**
Facility Name: **Fort Lauderdale High School**

Directive No.: 028 Date: 01.10.14

(One Directive per form)

Description of Directed Change:

You are hereby directed to make the following change(s) in this Contract:

Remove Fume Hood, countertop and ceiling enclosure in Lab Room #2143. Base cabinet below to remain. Install new epoxy resin countertop over existing base cabinet.

Proposed Adjustments

1. The Proposed basis of adjustment of the Contract Sum or Guaranteed Maximum price is:
☒ Lump Sum ☒ Increase ☐ Decrease of \$1,226.00
☐ Unit Price of \$ _____ per _____.
☐ As provided in Specification Section 01250, Contract Modifications.
☐ As follows:
2. The Contract Time is proposed to ☒ be adjusted ☐ remain unchanged. The proposed adjustment, if any, is an
☒ increase of 12 Work days or 16 Calendar days.
☐ decrease of _____ days.

When signed by the Project Consultant and the Owner and received by the Contractor, this document becomes effective immediately as a Construction Change Directive and the Contractor shall proceed with the change(s) described above.		Signature by the Contractor indicates the Contractor's Agreement with the Proposed Adjustments in Contract Sum and Contract Time as set forth in this Construction Change Directive. Kaufman Lynn Construction co / Ben Baffer
Manuel Synalovski Assoc., LLC co/ Christopher E. Bray Project Consultant	<i>Gregory Boardman</i> School Board of Broward County co/ Gregory T. Boardman Owner	Contractor
By: <i>Ch. E. Bray</i> <u>01-10-14</u> Date	By: <i>Shelly</i> <u>2/28/14</u> Date	By: <i>Ben Baffer</i> <u>2-19-14</u> Date

☒ Contractor: Return Signed Copy to: ☐ Project Consultant ☐ Owner ☐ _____



The School Board of Broward County, Florida
Office of Facilities & Construction
1643 North Harrison Parkway, Bldg. H
Sunrise, Florida 33323

EXHIBIT A-27
FILE COPY

(754) 321-1500

Document 01250e (00 63 46)-Construction Change Directive

To: **Kaufman Lynn Construction**
4850 T-Rex Ave., Suite 300
Boca Raton, FL 33431
(Contractor)

Directive No.: 029 Date: 2/19/14

Project No: 0951-27-01
Project Title: Concurrent Replacement
Facility Name: Ft. Lauderdale High School
Location No:

(One Directive per form)

Description of Directed Change:

You are hereby directed to make the following change(s) in this Contract:

Supply and install 2" LP gas piping vents and sleeves per in Building #8 in accordance with ASI #30.

Proposed Adjustments

1. The Proposed basis of adjustment of the Contract Sum or Guaranteed Maximum price is:

☒ Lump Sum ☒ Increase ☐ Decrease of \$28,241.00

☐ Unit Price of \$ _____ per _____

☐ As provided in Specification Section 01250, Contract Modifications.

☐ As follows:

2. The Contract Time is proposed to ☒ be adjusted ☐ remain unchanged. The proposed adjustment, if any, is an

☒ increase of 125 days (based on approval / release by 3/1/14)

☐ decrease of _____ days.

When signed by the Project Consultant and the Owner and received by the Contractor, this document becomes effective immediately as a Construction Change Directive and the Contractor shall proceed with the change(s) described above.		Signature by the Contractor indicates the Contractor's Agreement with the Proposed Adjustments in Contract Sum and Contract Time as set forth in this Construction Change Directive. Kaufman Lynn Construction, Inc. c/o Benjamin Baffer, Vice President	
Manuel Synalovski Assoc., LLC c/o Christopher Bray Project Consultant	<i>Greg Boardman</i> School Board of Broward County c/o Gregory T. Boardman Owner	Contractor	
By: <i>Ch. E. 73</i> <u>02/26/14</u> Date	By: <i>[Signature]</i> <u>2/28/14</u> Date	By: <i>[Signature]</i> <u>2-19-14</u> Date	Date

☐ Contractor: Return Signed Copy to: ☐ Project Consultant ☐ Owner ☐ _____



The School Board of Broward County, Florida
Facilities and Construction Management Division
1700 SW 14th Court
Fort Lauderdale, FL 33312

(754) 321-1500

Document 01290a (00 62 76)-Application for Payment

To: The School Board of Broward County, Florida
Facilities & Construction Management Division
1643 North Harrison Parkway, Bldg H
Sunrise, FL 33323

Project No: P.000687 (f.k.a. 0951-27-01)
Project Title: Phased Replacement
Facility Name: Ft. Lauderdale High School

Application No.: P000687-6R
Period: 04/30/12
To: SBBC
Purchase Order No.: 7512007221

Contractor: Kaufman Lynn Construction, Inc.
Net \$ 593,140.34

Change Order Summary		
Change Orders approved by the School Board in previous months.		Total:
Approved this Month:		
Number	Date Approved	
Totals		

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

Contractor: Kaufman Lynn Construction
By: (Signature) Date: 5/2/12

Notarization

Sworn Before me on this day of May, 2012.

Notary Public: Commission Expires: 2/02/2013

The School Board of Broward County, Florida
(Specify replace this line with SBBC project number and name)
(Specify replace this line with Project Consultant's name)
(Specify leave this line) SBBC Design & Material Standards, January 01, 2010 Edition, rev. 04-01-10 RW)

Application is made for Payment, as shown below, in connection with the Contract. The Contractors updated Document 00435-Schedule of Values is attached as a continuation/detail sheet.

1. ORIGINAL CONTRACT SUM \$ 15,998,000.00
2. CHANGE BY CHANGE ORDERS \$ 0.00
3. CONTRACT SUM TO DATE \$ 15,998,000.00
4. PLUS OR MINUS (line 2) \$ 4,248,239.91
5. TOTAL COMPLETED AND STORED TO DATE \$ 4,248,239.91
6. RETAINAGE (Column H of Document 00435) \$ 424,823.99
7. a. 10 % of Completed Work \$ 358,919.51 (Column E + F of Document 00435)
8. b. 10 % of Materials Stored \$ 0.00 (Column G of Document 00435)
9. Total Retainage (Line 5a + 5b or total in Column K on Document 00435) \$ 428,929.80
10. TOTAL EARNED LESS RETAINAGE \$ 3,823,455.92 (Line 4 less Line 5 Total)
11. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 3,842,368.19 (Line 6 from previous certificate)
12. CURRENT PAYMENT DUE \$ 3,230,275.58 (Enter this amount on Line 10 next page)
13. BALANCE TO FINISH, PLUS RETAINAGE \$ 12,155,631.81 (Line 3 less Line 6)

EXHIBIT B-1

Section 01290a (00 62 76)
Application for Payment
(Specify replace this line with issue date)
Page 1 of 2

Document 01290a-Application for Payment

9593, 140.34 mp.

OWNER'S APPROVAL

Project Consultant's Certificate for Payment

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

AMOUNT CERTIFIED \$ 612,092.61

(Attach explanation if amount certified differs from the amount applied for.)

Manuel Synalevski Associates, LLC

By: Ch. E. 757

(Signature)

Date: 05-02-12

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

Fort LAUDERDALE High
Phased Replacement
P. 000687 GB

10. AMOUNT APPROVED

(Attach explanation if amount approved differs from the amount certified above.)

Approved for Payment by:

Project Manager:

By: Greg Bond

(Signature)

Date: 5/7/2012

Executive Director, Project Management,
or Designee:

By: [Signature]

(Signature)

Date: 5/8/12

Deputy Superintendent

By: [Signature]

(Signature)

Date: 5/10/12

This Approval is not negotiable. The AMOUNT APPROVED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**FACILITIES AND
CONSTRUCTION**

2012 MAY -3 AM 8:2

Reviewed 5/10/12
NTP on file

Section 01290a (00 6276)
Application for Payment
(Specifier replace this line with issue date)
Page 2 of 2

The School Board of Broward County, Florida
(Specifier replace this line with SBBC project number and name)
(Specifier replace this line with Project Consultant's name)
(Specifier leave this line) SBBC Design & Material Standards, January 01, 2010 Edition, rev. 04-01-10 RW)

APPLICATION NO: # 6
 APPLICATION DATE: 4/30/2012
 PERIOD TO: 4/30/2012
 PROJECT NO: 919

Project No: P 000687
 Project Title: Concurrent Phased Replacement
 Facility Name: Fort Lauderdale High School
 Contractor: Kaufman Lynn Construction

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
 in tabulations below, amounts are stated to the nearest dollar.
 *Use Column 1 on Contracts where variable retainage for line items may apply.

A	B	C	D	E	F	G	H	I	J	K
ITEM NO.	Project Manual Division/Section No.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D - E)	WORK COMPLETED THIS PERIOD (F - G)	MATERIALS STORED PRESENTLY (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE 10%
199	16400	Service and Distribution	\$122,782.50	\$15,278.25	\$22,917.38		\$38,195.63	25.00%	\$114,586.88	\$3,819.56
200	16410	Circuit Breakers	\$23,400.00		\$0.00		\$0.00	0.00%	\$23,400.00	\$0.00
201	16413	Safety Switches	\$33,150.00		\$0.00		\$0.00	0.00%	\$33,150.00	\$0.00
202	16415	Transient Voltage Surge Suppressors	\$3,900.00		\$0.00		\$0.00	0.00%	\$3,900.00	\$0.00
203	16430	Low Voltage Switchgear	\$5,850.00		\$0.00		\$0.00	0.00%	\$5,850.00	\$0.00
204	16440	Panelboards	\$73,125.00		\$0.00		\$0.00	0.00%	\$73,125.00	\$0.00
205	16460	Energy Efficient Dry Type	\$5,850.00		\$0.00		\$0.00	0.00%	\$5,850.00	\$0.00
206	16490	Fuses	\$3,900.00		\$0.00		\$0.00	0.00%	\$3,900.00	\$0.00
207	16510	Interior Luminaires	\$117,000.00		\$0.00		\$0.00	0.00%	\$117,000.00	\$0.00
208	16520	Exterior Luminaires	\$267,150.00		\$0.00		\$0.00	0.00%	\$267,150.00	\$0.00
209	16760	Video Surveillance System	\$78,975.00		\$0.00		\$0.00	0.00%	\$78,975.00	\$0.00
210	16780	Television Master Antenna and RF Distribution	\$2,437.50		\$0.00		\$0.00	0.00%	\$2,437.50	\$0.00
211	16910	Electric Systems Controls	\$13,162.50		\$0.00		\$0.00	0.00%	\$13,162.50	\$0.00
212	16912	Mechanical Systems Control	\$2,437.50		\$0.00		\$0.00	0.00%	\$2,437.50	\$0.00
DIV. 17 COMMUNICATIONS										
213	17000	Voice Data Video Structured Cabling Systems	\$193,050.00		\$0.00		\$0.00	0.00%	\$193,050.00	\$0.00
TOTAL ORIGINAL CONTRACT AMOUNT			\$15,298,000.00	\$4,069,155.09	\$710,140.00	\$0.00	\$4,779,295.09	29.87%	\$11,218,704.91	\$477,929.51
OWNER CHANGE ORDERS										
214	A	OCOM2 - Oversized Footing @ Sewer Conflict	\$31,898.06		\$27,058.06		\$27,058.06	100.00%	\$0.00	\$2,105.81
TOTAL REVISED CONTRACT AMOUNT			\$15,019,058.06	\$4,069,155.09	\$731,198.06	\$0.00	\$4,800,353.15	29.97%	\$11,218,704.91	\$480,035.31
DIV. 18 ROOFING										
7512007464	DOP CANAM STEEL (JOISTS)		\$313,796.00		\$0.00		\$0.00	100.00%	\$0.00	\$31,379.60
7512007464	DOP TAX SAVING - CANAM STEEL		\$18,827.76		\$0.00		\$0.00	100.00%	\$0.00	\$1,882.78
7512007761	DOP NEXT DOOR DIST (DOOR / FRAME)		\$317,509.43		\$0.00		\$0.00	100.00%	\$0.00	\$31,750.94
7512007761	DOP TAX SAVING - NEXT DOOR DIST		\$10,290.57		\$0.00		\$0.00	100.00%	\$0.00	\$1,029.06
7512007809	DOP PILOT STEEL (REBAR)		\$47,170.00		\$0.00		\$0.00	100.00%	\$0.00	\$4,717.00
7512007809	DOP TAX SAVING - PILOT STEEL (REBAR)		\$2,830.20		\$0.00		\$0.00	100.00%	\$0.00	\$283.02
7512007734	DOP TARMAC (CONCRETE)		\$150,944.00		\$0.00		\$0.00	100.00%	\$0.00	\$15,094.40
7512007734	DOP TAX SAVING - TARMAC (CONCRETE)		\$9,056.64		\$0.00		\$0.00	100.00%	\$0.00	\$905.66
7512007734	DOP DAL TILE (CERAMIC TILE)		\$51,714.75		\$0.00		\$0.00	100.00%	\$0.00	\$5,171.48

Ⓐ Not found approval yet - n.p.

P000687-6

Vendor 120000
Company Code SBBC

Name KAUFMAN LYNN CONSTRUCTION INC
City BOCA RATON

St	Document No	Reference	Type	Doc. Date	Posting Date	Print Date	S	DP	Amt in loc. cur.	Clring doc.	Text	Discount	PM
<input type="checkbox"/>	1900498105	P000687-6R	KR	04/30/2012	05/21/2012	04/30/2012			559,044.82	1900498105	7512007221	0.00	
<input type="checkbox"/>	5400866824	P000687-6	RE	04/30/2012	05/21/2012	04/30/2012			559,044.82	1900498105	7512007221	0.00	
<input type="checkbox"/>	2000439131	2P	2P	05/22/2012	05/22/2012	05/22/2012			593,140.34	2000439131	7512007221	0.00	T
<input type="checkbox"/>	1900498105	P000687-6R	KR	04/30/2012	05/21/2012	04/30/2012			559,044.82	1900498105	7512007221	0.00	
*									0.00				
** Account 120000													
									0.00				



The School Board of Broward County, Florida
Facilities and Construction Management Division
1700 SW 14th Court
Fort Lauderdale, FL 33312

5401014111

(754) 321-1500

Document 01290a (00 62 76)-Application for Payment

2013 FEB - 1 AM 8:27

To: The School Board of Broward County, Florida
Facilities & Construction Management Division
1643 North Harrison Parkway, Bldg H
Sunrise, FL 33323
(Owner via Project Consultant)

Project No: P.000687 (f.k.a. 0951-27-01)

Project Title: Phased Replacement

Facility Name: Ft. Lauderdale High School

Application No. <u>15</u>	Period To: <u>01/31/13</u>	SBBC Purchase Order No.: <u>7512007221</u>
---------------------------	----------------------------	--

Contractor: Kaufman Lynn Construction, Inc.

Change Order Summary		
Change Orders approved by the School Board in previous months.		Total:
Approved this Month:	Additions	Deductions
Number		
Date Approved		
Totals		

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

Contractor: Kaufman Lynn Construction
By: (Signature) [Signature] Date: 2/6/13

Notarization
Sworn Before me on this 16 day of February, 2013
Notary Public: [Signature] Commission Expires: BRANDYN L COPE
* EXPIRES: October 30, 2015
Bonded The Budget Notary Services

The School Board of Broward County, Florida
[Specify replace this line with SBBC project number and name]
[Specify replace this line with Project Consultant's name]
[Specify leave this line] SBBC Design & Material Standards, January 01, 2010 Edition, rev. 04-01-10 RW)

Application is made for Payment, as shown below, in connection with the Contract. The Contractors updated Document 00435-Schedule of Values is attached as a continuation/detail sheet.

1. ORIGINAL CONTRACT SUM \$ 15,998,000.00
2. NET CHANGE BY CHANGE ORDERS \$ 0.00
3. CONTRACT SUM TO DATE \$ 15,998,000.00
(Line 1 plus or minus line 2)
4. TOTAL COMPLETED AND STORED TO DATE \$ 10,719,240.12
(Column H of Document 00435)
5. RETAINAGE
a. 5 % of Completed Work \$ 535,962.01
b. (Column E + F of Document 00435)
b. 5 % of Materials Stored \$ 0.00
(Column G of Document 00435)
Total Retainage (Line 5a + 5b or total in Column K on Document 00435) \$ 535,962.01
6. TOTAL EARNED LESS RETAINAGE \$ 10,183,278.11
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from previous certificate)
8. CURRENT PAYMENT DUE \$ 520,006.32
(Enter this amount on Line 10 next page)
9. BALANCE TO FINISH, PLUS RETAINAGE \$ 5,814,721.89
(Line 3 less Line 6)

Document 01290a-Application for Payment

Project Consultant's Certificate for Payment

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

AMOUNT CERTIFIED \$ 520,006.32
(Attach explanation if amount certified differs from the amount applied for.)

Manuel Sinalowski Associates, LLC
By: Manuel Sinalowski Date: 02-06-13
(Signature)

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

2013 FEB -7 AM 8:37
FACILITIES AND CONSTRUCTION
FORT LAUDERDALE HIGH
Phased Replacement
GB P-000687
0951-27-01

OWNER'S APPROVAL

10. AMOUNT APPROVED \$ 520,006.32
(Attach explanation if amount approved differs from the amount certified above.)

Approved for Payment by:

Project Manager: Greg Boardman Date: 2/8/2013
(Signature)

Executive Director, Project Management, or Designee:

By: [Signature] Date: 2/11/13
(Signature)

Deputy Superintendent:

By: _____ Date: _____
(Signature)

This approval is not negotiable. The AMOUNT APPROVED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Application for Payment Checklist

Location #

0951

Project #/P.#

0951-27-01 P000687

Project Name

Phased Replacement

Application # 15

Reception & Data Records Management

		Yes	No	N/A	Verified by:	Reviewed by:
1	Application for Payment signed by Contractor and A/E	✓			DB	DB
2	Application for Payment notarized	✓			DB	DB
3	Contractor's Insurance and requirements are in compliance	✓			DB	DB
	Project Management					
		Yes	No	N/A	Verified by:	Reviewed by:
4	Schedule of Values is consistent with the original approved GMP	✓			ba	GB
5	All summary sheet totals are reconciled with the Schedule of Values	✓			ba	GB
6	Schedule of Values is summed and totals are traced to the front cover of the Application for Payment	✓			ba	GB
7	Totals on the Schedule of Values are checked for mathematical accuracy	✓			ba	GB
8	Original contract sum is verified to final approved GMP			✓	ba	GB
9	Net Change by Change Orders is reconciled to the Change Order Log	✓			ba	GB
10	Net Change by Contingency Use Directives (CUD) is reconciled to the CUD Log			✓	ba	GB
11	Application for Payment sequentially numbered	✓			ba	GB
12	Period of Application for Payment is accurate	✓			ba	GB
13	Previous Applications for Payment are reconciled with Owners records	✓			ba	GB
14	Cover and summary sheet math is correct	✓			ba	GB

1

EXHIBIT C-4

	Project Management					
		Yes	No	N/A	Verified by:	Reviewed by:
15	Time Graph Schedule updated to reflect current Application for Payment	✓				be
16	Review for unapproved balance transfers between original GMP line items			✓		be
17	Sub-Contractors request for payment is consistent with the request by the G.C. and reconciles with A/E report of "completed and stored" to date on the G.C. Application for Payment			✓		be
18	Total Job cost report reconciles with Application for Payment			✓		be
19	Davis Bacon Act - Billings for Contractor labor traced to certified payroll report or comparable, CM system produced document	✓				be
20	Billings for Contractor Labor Burden traced to proper supporting documentation and are in accordance with the Contract and are recalculated for accuracy			✓		be
21	Billings for General Conditions / General Requirements reconciled to supporting invoice, subcontractor Application for Payment another appropriate documentation			✓		be
22	Subcontractor lien releases (as applicable) attached			✓		be
23	Direct Owner Purchase Log reconciled to Application for Payment	✓				be
24	Contingency Use Directives Log reconciled to Application for Payment			✓		be
25	Change Order Log reconciled with Application for Payment	✓				be
26	Construction Manager Fee request is consistent with the Agreement.			✓		be
27	Change Orders referenced in Application for Payment is reconciled with Board Approval of Change Orders	✓				be

EXHIBIT C-5

P000687-15

Vendor 120000
Company Code SBEC

Name KAUFMAN LYNN CONSTRUCTION INC
City BOCA RATON

St	Document No	Reference	Type	Doc. Date	P	Pstng Date	Print Date	\$	DP	Amt in loc. cur	Cirng doc	Text	Discount	PM
<input type="checkbox"/>	1900581658	P000687-15-R	KR	01/31/2013		03/05/2013	01/31/2013			547,375.07	1900581658	7512007221	0.00	
<input type="checkbox"/>	2000496274	P000687-15	KR	01/31/2013		03/05/2013	03/04/2013			547,375.07	1900581658	7512007221	0.00	
<input type="checkbox"/>	2000496274	ZP	ZP	03/05/2013		03/05/2013	03/05/2013			520,006.32	2000496274	7512007221	0.00	T
<input type="checkbox"/>	1900581658	P000687-15-R	KR	01/31/2013		03/05/2013	01/31/2013			520,006.32	2000496274	7512007221	0.00	
*										0.00				
** Account 120000														
										0.00				

APPLICATION NO: 158 of 10
 APPLICATION DATE: 1/31/2013
 PERIOD TO: 1/31/2013
 PROJECT NO: 919

Project No: P.000687
 Project Title: Concurrent Phased Replacement
 Facility Name: Fort Lauderdale High School
 Contractor: Kaufman Lynn Construction

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

A	B	C	D	E	F	G	H	I	J	K
ITEM NO.	Project Manual Division/Section No.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE 5%
216	16490	Fuses	\$3,900.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,900.00	\$0.00
217	16510	Interior Luminaries	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
218	16520	Exterior luminaries	\$106,255.10	\$95,629.59	\$0.00	\$0.00	\$95,629.59	90.00%	\$10,625.51	\$4,781.48
219	16520	POP CONSOLIDATED ELECT (FIXTURES)	\$277,894.90	\$251,640.75	\$0.00	\$0.00	\$251,640.75	90.55%	\$26,254.15	\$12,582.04
220	16760	Video Surveillance System	\$78,975.00	\$19,743.75	\$0.00	\$0.00	\$19,743.75	25.00%	\$59,231.25	\$28,719.9
221	16780	Television Master Antenna and RF Distribution	\$2,437.50	\$609.38	(\$0.00)	\$0.00	\$609.38	25.00%	\$1,828.13	\$30.47
222	16910	Electric Systems Controls	\$13,162.50	\$9,213.75	\$0.00	\$0.00	\$9,213.75	70.00%	\$3,948.75	\$460.69
223	16912	Mechanical Systems Control	\$2,437.50	\$1,706.25	\$0.00	\$0.00	\$1,706.25	70.00%	\$731.25	\$85.31
		Electrical Subtotal	\$1,862,139.26	\$1,334,229.80	\$5,698.88	\$0.00	\$1,339,928.67	71.96%	\$522,210.59	\$66,996.43
	Div. 17	COMMUNICATIONS								
224	17000	Voice Data Video Structured Cabling Systems	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
225		DOP STRUCTURED CABLING SYSTEMS	\$198,269.24	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$198,269.24	\$0.00
		Communications Subtotal	\$198,269.24	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$198,269.24	\$0.00
		TOTAL ORIGINAL CONTRACT AMOUNT	\$15,998,000.00	\$11,872,562.73	\$487,286.48	\$0.00	\$12,354,849.20	77.23%	\$3,643,150.80	\$617,747.46
226	CDD 001	OWNER CHANGE ORDERS/ CCD								
227	CDD 003	OVERSIZED FOOTING @ MANHOLE	\$21,058.06	\$0.00	\$21,058.06	\$0.00	\$21,058.06	100.00%	\$0.00	\$1,052.90
228	CDD 007	EXTEND ELEC CONDUITS FOR POOL	\$15,867.60	\$0.00	\$15,867.60	\$0.00	\$15,867.60	100.00%	\$0.00	\$793.38
229	CDD 008	RELOC HYDRANT & FDC @ BUS LOOP	\$10,776.58	\$0.00	\$10,776.58	\$0.00	\$10,776.58	100.00%	\$0.00	\$538.83
230	CDD 009	TEMP PARKING & BUS LOOP, LIGHTING	\$28,891.00	\$0.00	\$28,891.00	\$0.00	\$28,891.00	100.00%	\$0.00	\$1,444.55
231	CDD 010	REPAIR FDC RISER AT BLDG #5	\$10,613.40	\$0.00	\$10,613.40	\$0.00	\$10,613.40	100.00%	\$0.00	\$530.67
232	CDD 011	CHANGES TO CONCRETE STAIRS	\$10,094.92	\$0.00	\$10,094.92	\$0.00	\$10,094.92	100.00%	\$0.00	\$504.75
233	CDD 012	ST STEEL DRAINS AT PED BRIDGES	\$17,227.35	\$0.00	\$17,227.35	\$0.00	\$17,227.35	100.00%	\$0.00	\$862.96
234	CDD 013	ADD (49) ELEC FLOOR BOXES	\$52,283.10	\$0.00	\$52,283.10	\$0.00	\$52,283.10	100.00%	\$0.00	\$2,614.15
235	CDD 014	INCREASE SIZE OF CHILER ENCLOSURE	\$22,084.44	\$0.00	\$22,084.44	\$0.00	\$22,084.44	100.00%	\$0.00	\$1,104.22
236	CDD 021	RELOC HYDRANT & FDC @ ADMIN	\$34,296.00	\$0.00	\$34,296.00	\$0.00	\$34,296.00	100.00%	\$0.00	\$1,714.80
237	CDD 022	ADD (11) INSULATE EXIST U/G CHILLED WATER	\$4,703.53	\$0.00	\$4,703.53	\$0.00	\$4,703.53	100.00%	\$0.00	\$235.18
		Owner Change Orders / CCD Subtotal	\$237,595.84	\$0.00	\$237,595.84	\$0.00	\$237,595.84	89.07%	\$26,081.45	\$484.99
		TOTAL REVISED CONTRACT AMOUNT	\$16,235,595.84	\$11,872,562.73	\$693,800.88	\$0.00	\$12,566,363.60	77.40%	\$3,669,232.24	\$628,318.18
7512007464		Direct Owner Purchases	\$16,235,595.84	\$11,872,562.73	\$693,800.88	\$0.00	\$12,566,363.60	77.40%	\$3,669,232.24	\$628,318.18
		DOP CANAM STEEL (JOISTS)								
		TOTAL REVISED CONTRACT AMOUNT	\$16,235,595.84	\$11,872,562.73	\$693,800.88	\$0.00	\$12,566,363.60	77.40%	\$3,669,232.24	\$628,318.18



**The School Board of Broward County, Florida
Operational Review of
Facilities and Construction Management**

June 21, 2012

Prepared By:



Assurance ■ Tax ■ Consulting

Payment Application Review and Approval Process - continued

29. Pay Application Review Responsibility – Best Practice			
	In association with Observations #27 & 28, we noted a general misunderstanding or significant “gaps” in departmental responsibilities in the pay application review process. As noted in Observation #29, this led to the failure to perform necessary reconciliations and reviews on 7 out of 48 applications that are specifically designed to mitigate the risk of overpayment.	We recommend F&CM utilize a checklist to document reviews and reconciliations performed throughout the pay application review process. This checklist will serve both as documentation of work performed and as a reference to employees, helping ensure proper review and support of all payments. A Pay Application Checklist (Exhibit A) has been attached to this report to assist F&CM in implementing this recommendation.	<p>Response: F&CM agrees with the recommendation, however, further review is necessary to identify areas where “gaps” may have occurred.</p> <p>ECD: Immediately</p> <p>Responsible Party: Executive Director, Facilities Design and Construction and Director, Capital Budget</p>
30. Schedule of Value Modification Tracking – Compliance			
	During our review procedures, we identified monthly line item shifting within the schedule of values on the payment application. Through our interviews and procedures, it was determined Project Managers (and other pay application reviewers) are not approving or reviewing support for the transfer of amounts among line item categories in the GMP / Schedule of Values. Article 8.1 of the CM at Risk Agreement states that the CM may only modify the schedule of values for subcontracts (related to buyout), approved change orders and change directives.	In association with Observations #12, 28, and 29, we recommend that F&CM institute a policy requiring Project Management to obtain from the CM a monthly reconciliation of all movement within the schedule of values and that this document be approved by F&CM in writing.	<p>Response: F&CM agrees with the recommendation.</p> <p>ECD: Immediately</p> <p>Responsible Party: Executive Director, Facilities Design and Construction and Director, Capital Budget</p>
	Allowing the Construction Manager to freely reclassify line items in the schedule of values can result in an increased complexity to the buyout reconciliation process, as well as the unauthorized use of Owner savings by the CM.	As a part of this reconciliation, we recommend the Construction Manager be required to provide any and all supporting documentation reasonably required by the Owner as evidence of any buyout savings identified as a part of the requested schedule of values reclassification.	
Exhibit G: Schedule of Values Template has been provided to assist the F&CM in the implementation of this recommendation.			

Fort Lauderdale HS Phased Replacement Project No. P000687

Change Orders										
Construction Change Directives					Change Orders					
No.	CCD Date	Amount	Signed by Contractor	Exhibit	No.	Item #	Board Approval Date	Amount	Exhibit	Delta (CO - CCD)
001	January 27, 2012	\$ 21,058.06	Yes	A-1	002	002	7/23/2013	\$ 21,058.00	O	\$ (0.06)
003	January 25, 2013	\$ 15,867.60	Yes	A-2	002	003	7/23/2013	\$ 15,868.00	O	\$ 0.40
007	February 22, 2013	\$ 10,776.58	Yes	A-5	003	022	3/17/2014	\$ 11,089.00	P	\$ 312.42
008	February 22, 2013	\$ 28,891.00	Yes	A-6	003	020	3/17/2014	\$ 25,952.00	P	\$ (2,939.00)
009	February 22, 2013	\$ 10,613.40	Yes	A-7	003	021	3/17/2014	\$ 11,145.00	P	\$ 531.60
010	February 22, 2013	\$ 10,094.92	Yes	A-8	003	007R	3/17/2014	\$ 9,995.00	P	\$ (99.92)
011	February 22, 2013	\$ 17,227.35	Yes	A-9	003	011	3/17/2014	\$ 17,809.00	P	\$ 581.65
012	February 22, 2013	\$ 52,283.01	Yes	A-10	002	014	7/23/2013	\$ 52,283.00	O	\$ (0.01)
013	February 22, 2013	\$ 22,084.44	Yes	A-11	003	024	3/17/2014	\$ 22,084.00	P	\$ (0.44)
014	February 22, 2013	\$ 34,296.00	Yes	A-12	003	027	3/17/2014	\$ 34,283.00	P	\$ (13.00)
021	February 22, 2013	\$ 4,703.53	Yes	A-19	003	023	3/17/2014	\$ 5,380.00	P	\$ 676.47
022	February 22, 2013	\$ 9,699.86	Yes	A-20	003	025	3/17/2014	\$ 10,183.00	P	\$ 483.14
023	May 10, 2013	\$ 61,860.75	Yes	A-21	004	041	5/6/2014	\$ 54,936.00	W	\$ (6,924.75)
024	September 19, 2013	\$ 154,249.00	Yes	A-22	004	042	5/6/2014	\$ 154,249.00	W	\$ -
025r1	September 19, 2013	\$ 91,502.00	Yes	A-23	004	043	5/6/2014	\$ 91,502.00	W	\$ -
026	September 19, 2013	\$ 251,892.00	Yes	A-24	004	045	5/6/2014	\$ 265,908.00	W	\$ 14,016.00
027	August 1, 2013	\$ 21,186.00	Yes	A-26	004	050	5/6/2014	\$ 21,186.00	W	\$ -
TOTAL									TOTAL	\$ 6,624.50



The School Board of Broward County, Florida
Supply Management & Logistics Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351

EXHIBIT F

(754) 321-0505

Document 01250e (00 63 46)-Construction Change Directive

To: (Contractor)

Directive No.: _____ Date: _____

Project No. &
Location No.:
Project Title:
Facility Name:

(One Directive per form)

Description of Directed Change:

You are hereby directed to make the following change(s) in this Contract:

Proposed Adjustments

1. The Proposed basis of adjustment of the Contract Sum or Guaranteed Maximum price is:

- ☐ Lump Sum ☐ Increase ☐ Decrease of \$ ____.
- ☐ Unit Price of \$ ____ per ____.
- ☐ As provided in Specification Section 01250, Contract Modifications.
- ☐ As follows:-
Cost-Plus Price

2. The Contract Time is proposed to ☒ be adjusted ☐ remain unchanged. The proposed adjustment, if any, is an

- ☐ increase of ____ days.
- ☐ decrease of ____ days.

When signed by the Project Consultant and the Owner and received by the Contractor, this document becomes effective immediately as a Construction Change Directive and the Contractor shall proceed with the change(s) described above.

Signature by the Contractor indicates the Contractor's Agreement with the Proposed Adjustments in Contract Sum and Contract Time as set forth in this Construction Change Directive.

Project Consultant

Owner

Contractor

By:

By:

By:

Date

Date

Date

☐ Contractor: Return Signed Copy to: ☐ Project Consultant ☐ Owner ☐ _____



The School Board of Broward County, Florida
Facilities and Construction Management Division

1700 SW 14th Court
Fort Lauderdale, FL 33312

(754) 321-1500

Document 01290a (00 62 76)-Application for Payment

2013 MAR 14 AM 9:52

To: The School Board of Broward County, Florida
Facilities & Construction Management Division
1643 North Harrison Parkway, Bldg H
Sunrise, FL 33323

(Owner via Project Consultant)

Project No: P.000687 (f.k.a. 0951-27-01)

Project Title: Phased Replacement

Facility Name: Ft. Lauderdale High School

Application No.:	16	Period To:	02/28/13	SBBC Purchase Order No.:	7512007221
------------------	----	------------	----------	--------------------------	------------

Contractor: Kaufman Lynn Construction, Inc.

Change Order Summary

Change Orders approved by the School Board in previous months.		Additions	Deductions
Total:		\$ 21,058.06	(3,299,174.28)
Approved this Month:	Date Approved		
Number		\$216,537.16	
Totals		\$237,595.22	(3,299,174.28)
Net change by Change Orders:		(\$3,061,579.06)	

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

Contractor: Kaufman Lynn Construction

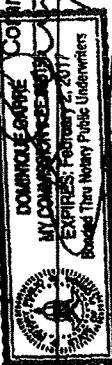
By: (Signature)

Date: 3/4/13

Notarization

Sworn Before me on this 6 day of March, 2013.

Notary Public:



Application is made for Payment, as shown below, in connection with the Contract. The Contractors updated Document 00435-Schedule of Values is attached as a continuation/detail sheet.

1. ORIGINAL CONTRACT SUM \$ 15,998,000.00
2. NET CHANGE BY CHANGE ORDERS (\$3,061,579.06)
3. CONTRACT SUM TO DATE (Line 1 plus or minus line 2) \$ 12,936,420.94
4. TOTAL COMPLETED AND STORED TO DATE (Column H of Document 00435) \$ 10,992,595.31
5. RETAINAGE
 - a. 5 % of Completed Work \$ 549,629.76
 - b. (Column E + F of Document 00435)
 - b. 5 % of Materials Stored \$ 0.00 (Column G of Document 00435)
 Total Retainage (Line 5a + 5b or total in Column K on Document 00435) \$ 549,629.76
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 10,442,965.54
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from previous certificate) \$ 10,183,278.11
8. CURRENT PAYMENT DUE (Enter this amount on Line 10 next page) \$ 259,687.43
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6) \$ 2,493,455.40

The School Board of Broward County, Florida
[Specifier replace this line with SBBC project number and name]
[Specifier replace this line with Project Consultant's name]
[Specifier leave this line] SBBC Design & Material Standards, January 01, 2010 Edition, rev. 04-01-10 RW)

Document 01290a-Application for Payment

Project Consultant's Certificate for Payment

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

AMOUNT CERTIFIED
(Attach explanation if amount certified differs from the amount applied for.)

Manuel Synalowski Associates, LLC
By: Ch.E. V. S. Date: 03-06-13
(Signature)

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

2013 MAR 14 AM 9:52
FACILITIES AND
CONSTRUCTION

Fort Lauderdale High
3-000687 GB

OWNER'S APPROVAL

10. AMOUNT APPROVED
(Attach explanation if amount approved differs from the amount certified above.)

Approved for Payment by:

Project Manager: Guy Brash Date: 3/19/2013
(Signature)

Executive Director, Project Management,
or Designee: S.R. RESTE M.C.C.

By: [Signature] Date: 3/19/13
(Signature)

Deputy Superintendent

By: _____ Date: _____
(Signature)

This Approval is not negotiable. The AMOUNT APPROVED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Application for Payment Checklist

EXHIBIT G-3

Location #

0951

Project #/P.#

0951-27-01 P000687

Project Name

Phased Replacement

Reception & Data Records Management

		Yes	No	N/A	Verified by:	Reviewed by:
1	Application for Payment signed by Contractor and A/E	✓			DB	DB
2	Application for Payment notarized	✓			DB	DB
3	Contractor's Insurance and requirements are in compliance	✓			DB	DB
	Project Management					
		Yes	No	N/A	Verified by:	Reviewed by:
4	Schedule of Values is consistent with the original approved GMP	✓				GB
5	All summary sheet totals are reconciled with the Schedule of Values	✓				GB
6	Schedule of Values is summed and totals are traced to the front cover of the Application for Payment	✓				GB
7	Totals on the Schedule of Values are checked for mathematical accuracy	✓				GB
8	Original contract sum is verified to final approved GMP			✓		GB
9	Net Change by Change Orders is reconciled to the Change Order Log	✓				GB
10	Net Change by Contingency Use Directives (CUD) is reconciled to the CUD Log			✓		GB
11	Application for Payment sequentially numbered	✓				GB
12	Period of Application for Payment is accurate	✓				GB
13	Previous Applications for Payment are reconciled with Owners records	✓				GB
14	Cover and summary sheet math is correct	✓				GB

1

	Project Management	EXHIBIT G-4				
		Yes	No	N/A	Verified by:	Reviewed by:
15	Time Graph Schedule updated to reflect current Application for Payment	✓				GB
16	Review for unapproved balance transfers between original GMP line items			✓		GB
17	Sub-Contractors request for payment is consistent with the request by the G.C. and reconciles with A/E report of "completed and stored" to date on the G.C. Application for Payment			✓		GB
18	Total Job cost report reconciles with Application for Payment			✓		GB
19	Davis Bacon Act - Billings for Contractor labor traced to certified payroll report or comparable, CMI system produced document	✓				GB
20	Billings for Contractor Labor Burden traced to proper supporting documentation and are in accordance with the Contract and are recalculated for accuracy			✓		GB
21	Billings for General Conditions / General Requirements reconciled to supporting invoice, subcontractor Application for Payment another appropriate documentation			✓		GB
22	Subcontractor lien releases (as applicable) attached			✓		GB
23	Direct Owner Purchase Log reconciled to Application for Payment	✓				GB
24	Contingency Use Directives Log reconciled to Application for Payment			✓		GB
25	Change Order Log reconciled with Application for Payment	✓				GB
26	Construction Manager Fee request is consistent with the Agreement.			✓		GB
27	Change Orders referenced in Application for Payment is reconciled with Board Approval of Change Orders	✓				GB

Project No: P.000687
 Project Title: Concurrent Phased Replacement
 Facility Name: Fort Lauderdale High School
 Contractor: Kaufman Lynn Construction

APPLICATION NO:
 APPLICATION DATE:
 PERIOD TO:
 PROJECT NO:

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

A	B	C	D	E	F	G	H	I	J	K
ITEM NO.	Project Manual Division/Section No.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD (F)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE 5%
216	16490	Fuses	\$3,900.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,900.00	\$0.00
217	16510	Interior Luminaires	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
218	16520	Exterior luminaires	\$106,253.10	\$95,629.59	\$0.00	\$0.00	\$95,629.59	90.00%	\$10,623.51	\$4,781.48
219		DOP CONSOLIDATED ELECT (FIXTURES)	\$277,894.90	\$251,640.75	\$0.00	\$0.00	\$251,640.75	90.55%	\$26,254.15	\$12,582.04
220	16760	Video Surveillance System	\$78,975.00	\$19,743.75	\$0.00	\$0.00	\$19,743.75	25.00%	\$59,231.25	\$987.19
221	16780	Television Master Antenna and RF Distribution	\$13,162.50	\$609.38	\$0.00	\$0.00	\$609.38	25.00%	\$1,828.13	\$30.47
222	16910	Electric Systems Controls	\$2,437.50	\$9,213.75	\$0.00	\$0.00	\$9,213.75	70.00%	\$3,948.75	\$460.69
223	16912	Mechanical Systems Control	\$2,437.50	\$1,706.25	\$0.00	\$0.00	\$1,706.25	70.00%	\$731.25	\$85.31
224	17000	Voice Data Video Structured Cabling Systems	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
225		DOP STRUCTURED CABLING SYSTEMS	\$198,269.24	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$198,269.24	\$0.00
		Communications Subtotal	\$198,269.24	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
		TOTAL ORIGINAL CONTRACT AMOUNT	\$15,998,000.00	\$12,354,849.20	\$573,343.34	\$0.00	\$12,928,192.55	80.81%	\$3,069,807.45	\$646,409.63
226	CDD 001	OWNER CHANGE/ORDERS/CCD - OVERSIZED FOOTING @ MANHOLE	\$21,058.06	\$21,058.06	\$0.00	\$0.00	\$21,058.06	100.00%	\$0.00	\$1,052.90
227	CDD 003	EXTENDED ELEC CONDUITS FOR POOL	\$15,867.60	\$15,867.60	\$0.00	\$0.00	\$15,867.60	100.00%	\$0.00	\$793.38
228	CDD 007	RELOC HYDRANT & FDC @ BUS LOOP	\$10,776.58	\$10,776.58	\$0.00	\$0.00	\$10,776.58	100.00%	\$0.00	\$538.83
229	CDD 008	TEMP PARKING & BUS LOOP, LIGHTING	\$28,891.00	\$28,891.00	\$0.00	\$0.00	\$28,891.00	100.00%	\$0.00	\$1,444.55
230	CDD 009	REPAIR FDC RISER AT BLDG #5	\$10,613.40	\$10,613.40	\$0.00	\$0.00	\$10,613.40	100.00%	\$0.00	\$530.67
231	CDD 010	CHANGES TO CONCRETE STAIRS	\$10,094.92	\$10,094.92	\$0.00	\$0.00	\$10,094.92	100.00%	\$0.00	\$504.75
232	CDD 011	ST STEEL DRAINS AT PED BRIDGES	\$17,227.35	\$12,059.15	\$861.36	\$0.00	\$12,920.51	75.00%	\$4,306.84	\$646.03
233	CDD 012	ADD (49) ELEC FLOOR BOXES	\$52,283.01	\$31,369.86	\$0.00	\$0.00	\$31,369.86	60.00%	\$18,299.05	\$1,699.20
234	CDD 013	INCREASE SIZE OF CHILER ENCLOSURE	\$22,084.44	\$22,084.44	\$0.00	\$0.00	\$22,084.44	100.00%	\$0.00	\$1,104.22
235	CDD 014	RELOC HYDRANT & FDC @ ADMIN	\$34,296.00	\$34,296.00	\$0.00	\$0.00	\$34,296.00	100.00%	\$0.00	\$1,714.80
236	CDD 021	INSULATE EXIST U/G CHILLED WATER	\$4,703.00	\$4,703.00	\$0.00	\$0.00	\$4,703.00	100.00%	\$0.00	\$235.15
237	CDD 022	ADD (11) FIRE DAMPERS IN CR BLDG	\$9,699.86	\$9,699.86	\$0.00	\$0.00	\$9,699.86	100.00%	\$0.00	\$484.99
		Owner Change/Orders/CCD Subtotal	\$237,595.22	\$211,514.40	\$3,474.93	\$0.00	\$214,989.33	90.49%	\$22,605.89	\$10,749.47
		TOTAL REVISED CONTRACT AMOUNT	\$16,235,595.22	\$12,566,363.60	\$576,818.27	\$0.00	\$13,143,181.88	80.95%	\$3,092,413.34	\$657,159.09
7512007464		DOP CANAM STEEL (JOISTS)	\$16,235,595.22	\$12,566,363.60	\$576,818.27	\$0.00	\$13,143,181.88	80.95%	\$3,092,413.34	\$657,159.09
		TOTAL	\$16,235,595.22	\$12,566,363.60	\$576,818.27	\$0.00	\$13,143,181.88	80.95%	\$3,092,413.34	\$657,159.09



The School Board of Broward County, Florida
Facilities and Construction Management Division
1700 SW 14th Court
Fort Lauderdale, FL 33312

5401066020

(754) 321-1500

CON Document 01290a (00 62 76)-Application for Payment

To:

The School Board of Broward County, Florida
Facilities & Construction Management Division
1643 North Harrison Parkway, Bldg H
Sunrise, FL 33323

(Owner via Project Consultant)

P.000687 (f.k.a. 0951-27-01)

Phased Replacement

Ft. Lauderdale High School

Project No:

Project Title:

Facility Name:

Application No.:	18	Period To:	04/30/13	SBBC Purchase Order No.:	7512007221
------------------	----	------------	----------	--------------------------	------------

Contractor: Kaufman Lynn Construction, Inc.

Change Order Summary

Change Orders approved by the School Board in previous months.

Total:

\$ 237,595.22

Approved this Month:

Number

Date Approved

\$0.00

Totals

\$237,595.22

Net change by Change Orders:

(3,360,124.28)

(3,360,124.28)

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

Contractor: Kaufman Lynn Construction

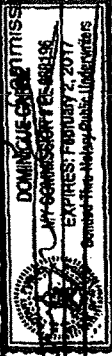
By: (Signature)

Date: 5/17/13

Notarization

Sworn Before me on this 7 day of May, 2013.

Notary Public: [Signature]



Application is made for Payment, as shown below, in connection with the Contract. The Contractor's updated Document 00435-Schedule of Values is attached as a continuation/detail sheet.

1. ORIGINAL CONTRACT SUM	\$ 15,998,000.00
2. NET CHANGE BY CHANGE ORDERS	(\$3,122,529.06)
3. CONTRACT SUM TO DATE (Line 1 plus or minus line 2)	\$ 12,875,470.94
4. TOTAL COMPLETED AND STORED TO DATE (Column H of Document 00435)	\$ 11,889,999.64
5. RETAINAGE	
a. 5% of Completed Work	\$ 594,499.98
b. (Column E + F of Document 00435)	
b. 5% of Materials Stored	\$ 0.00
(Column G of Document 00435)	
Total Retainage (Line 5a + 5b or total in Column K on Document 00435)	\$ 594,499.98
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 11,295,499.66
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from previous certificate)	\$ 10,958,965.51
8. CURRENT PAYMENT DUE (Enter this amount on Line 10 next page)	\$ 336,534.15
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$ 1,579,921.28

Document 01290a-Application for Payment

Project Consultant's Certificate for Payment

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

AMOUNT CERTIFIED \$ 336,534.15
(Attach explanation if amount certified differs from the amount applied for.)

Manuel Synafovski Associates, LLC
By: [Signature] Date: 05.08.13
(Signature)

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

FACILITIES AND
CONSTRUCTION
MAY 14 AM 8:23

OWNER'S APPROVAL

10. AMOUNT APPROVED
(Attach explanation if amount approved differs from the amount certified above.)

Approved for Payment by:

Project Manager
By: [Signature] Date: 5/31/2013
(Signature)

Executive Director, Project Management,
or Designee:

By: [Signature] Date: 5/31/13
(Signature)

Deputy Superintendent

By: _____ Date: _____
(Signature)

This Approval is not negotiable. The AMOUNT APPROVED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

EXHIBIT H-3

Port Lauderdale HS

Application for Payment Checklist

Location #

0951

Project #/P.#

0951-27-01 P000687

Project Name

Phased Replacement

APPLICATION NO. 18

Reception & Data Records Management

		Yes	No	N/A	Verified by:	Reviewed by:
1	Application for Payment signed by Contractor and A/E	✓			be	
2	Application for Payment notarized	✓				
3	Contractor's Insurance and requirements are in compliance	✓				
	Project Management					
		Yes	No	N/A	Verified by:	Reviewed by:
4	Schedule of Values is consistent with the original approved GMP	✓			be	GB
5	All summary sheet totals are reconciled with the Schedule of Values	✓				GB
6	Schedule of Values is summed and totals are traced to the front cover of the Application for Payment	✓				GB
7	Totals on the Schedule of Values are checked for mathematical accuracy	✓				GB
8	Original contract sum is verified to final approved GMP			✓		GB
9	Net Change by Change Orders is reconciled to the Change Order Log	✓				GB
10	Net Change by Contingency Use Directives (CUD) is reconciled to the CUD Log			✓		GB
11	Application for Payment sequentially numbered	✓				GB
12	Period of Application for Payment is accurate	✓				GB
13	Previous Applications for Payment are reconciled with Owners records	✓				GB
14	Cover and summary sheet math is correct	✓				GB

EXHIBIT H-4

	Project Management					
		Yes	No	N/A	Verified by:	Reviewed by:
15	Time Graph Schedule updated to reflect current Application for Payment	✓			✓	GB
16	Review for unapproved balance transfers between original GMP line items			✓		GB
17	Sub-Contractors request for payment is consistent with the request by the G.C. and reconciles with A/E report of "completed and stored" to date on the G.C. Application for Payment			✓		GB
18	Total Job cost report reconciles with Application for Payment			✓		GB
19	Davis Bacon Act - Billings for Contractor labor traced to certified payroll report or comparable, Civi system produced document	✓				GB
20	Billings for Contractor Labor Burden traced to proper supporting documentation and are in accordance with the Contract and are recalculated for accuracy			✓		GB
21	Billings for General Conditions / General Requirements reconciled to supporting invoice, subcontractor Application for Payment another appropriate documentation			✓		GB
22	Subcontractor lien releases (as applicable) attached			✓		GB
23	Direct Owner Purchase Log reconciled to Application for Payment			✓		GB
24	Contingency Use Directives Log reconciled to Application for Payment			✓		GB
25	Change Order Log reconciled with Application for Payment	✓				GB
26	Construction Manager Fee request is consistent with the Agreement.			✓		GB
27	Change Orders referenced in Application for Payment is reconciled with Board Approval of Change Orders	✓			✓	GB

APPLICATION NO: 4/30/2013
 APPLICATION DATE: 4/30/2013
 PERIOD TO: 919
 PROJECT NO: 919

Project No: P.000687
 Project Title: Concurrent Phased Replacement
 Facility Name: Fort Lauderdale High School
 Contractor: Kaufman Lynn Construction

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

A	B	C	D	E	F	G	H	I	J	K
ITEM NO.	Project Manual Division/Section No.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD (F)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + I)	BALANCE TO FINISH (C - G)	RETAINAGE 5%
215	16490	Fuses	\$3,900.00	\$3,510.00	\$195.00		\$3,705.00	95.00%	\$195.00	\$185.25
216	16510	Interior Luminaries	\$0.00	\$0.00	\$0.00		\$0.00	100.00%	\$0.00	\$0.00
217	16520	Exterior Luminaries	\$106,255.10	\$95,629.59	\$5,312.76		\$100,942.35	95.00%	\$5,312.76	\$5,047.12
219		DOP CONSOLIDATED ELECT (FIXTURES)	\$277,894.90	\$251,640.75	\$0.00		\$251,640.75	90.55%	\$26,254.15	\$12,582.04
220	16760	Video Surveillance System	\$79,920.75	\$19,743.75	\$0.00		\$19,743.75	24.70%	\$60,177.00	\$987.19
221	16780	Television Master Antenna and RF Distribution	\$2,437.50	\$609.38	\$1,706.25		\$2,315.63	95.00%	\$121.88	\$115.78
222	16910	Electric Systems Controls	\$13,162.50	\$11,846.25	\$658.13		\$12,504.38	95.00%	\$658.13	\$625.22
223	16912	Mechanical Systems Control	\$2,437.50	\$2,193.75	\$121.88		\$2,315.63	95.00%	\$121.88	\$115.78
		Electrical Subtotal	\$1,849,330.61	\$1,691,171.12	\$33,627.93		\$1,724,899.05	93.30%	\$125,431.56	\$12,659.76
	Div. 17	COMMUNICATIONS								
224	17000	Voice Data Video Structured Cabling Systems	\$0.00	\$0.00	\$0.00		\$0.00	0.00%	\$0.00	\$0.00
225		DOP STRUCTURED CABLING SYSTEMS	\$238,377.89	\$0.00	\$86,722.66		\$86,722.66	36.38%	\$151,655.23	\$4,336.13
		Communications Subtotal	\$238,377.89	\$0.00	\$86,722.66		\$86,722.66	36.38%	\$151,655.23	\$4,336.13
		TOTAL ORIGINAL CONTRACT AMOUNT	\$15,998,000.00	\$13,795,938.78	\$690,206.48	\$0.00	\$14,486,145.26	90.55%	\$1,511,854.74	\$724,307.26
		OWNER CHANGE ORDERS / CCD								
226	CCD 001	OVERSIZED FOOTING @ MANHOLE	\$21,058.06	\$21,058.06	\$0.00		\$21,058.06	100.00%	\$0.00	\$1,052.90
227	CCD 003	EXTEND ELEC CONDUITS FOR POOL	\$15,867.60	\$15,867.60	\$0.00		\$15,867.60	100.00%	\$0.00	\$793.38
228	CCD 007	RELOC HYDRANT & FDC @ BUS LOOP	\$10,776.58	\$10,776.58	\$0.00		\$10,776.58	100.00%	\$0.00	\$538.83
229	CCD 008	TEMP PARKING & BUS LOOP, LIGHTING	\$28,891.00	\$28,891.00	\$0.00		\$28,891.00	100.00%	\$0.00	\$1,444.55
230	CCD 009	REPAIR FDC RISER AT BLDG #5	\$10,613.40	\$10,613.40	\$0.00		\$10,613.40	100.00%	\$0.00	\$530.67
231	CCD 010	CHANGES TO CONCRETE STAIRS	\$10,094.92	\$10,094.92	\$0.00		\$10,094.92	100.00%	\$0.00	\$504.75
232	CCD 011	ST STEEL DRAINS AT PED BRIDGES	\$17,227.35	\$12,920.51	\$4,306.84		\$17,227.35	100.00%	\$0.00	\$861.37
233	CCD 012	ADD (49) ELEC FLOOR BOXES	\$52,283.01	\$33,983.96	\$18,299.05		\$52,283.01	100.00%	\$0.00	\$2,614.15
234	CCD 013	INCREASE SIZE OF CHILER ENCLOSURE	\$22,084.44	\$22,084.44	\$0.00		\$22,084.44	100.00%	\$0.00	\$1,104.22
235	CCD 014	RELOC HYDRANT & FDC @ ADMIN	\$34,296.00	\$34,296.00	\$0.00		\$34,296.00	100.00%	\$0.00	\$1,714.80
236	CCD 021	INSULATE EXIST U/G CHILLED WATER	\$4,703.00	\$4,703.00	\$0.00		\$4,703.00	100.00%	\$0.00	\$235.15
237	CCD 022	ADD (11) FIRE DAMPERS IN CR BLDG	\$9,699.86	\$9,699.86	\$0.00		\$9,699.86	100.00%	\$0.00	\$484.99
		Owner Change Orders / CCD Subtotal	\$237,595.22	\$134,993.33	\$33,605.93		\$237,595.22	100.00%	\$0.00	\$11,874.76
		TOTAL REVISED CONTRACT AMOUNT	\$16,235,595.22	\$14,010,938.11	\$712,812.37	\$0.00	\$14,723,740.48	90.69%	\$1,511,854.74	\$736,187.02
		Direct Owner Purchase	\$16,235,595.22	\$14,010,938.11	\$712,812.37	\$0.00	\$14,723,740.48	90.69%	\$1,511,854.74	\$736,187.02
251	2002464	DOP CANAM STEEL JOISTS	\$513,796.00	\$513,796.00	\$0.00		\$513,796.00	100.00%	\$0.00	\$25,689.80

SECTION 01250 (01 26 00)**CONTRACT MODIFICATION PROCEDURES****PART 1 GENERAL****1.1 SECTION INCLUDES**

- A. Submittals.
- B. Documentation of change in Contract Sum/Price and Contract Time.
- C. Change procedures.
- D. Construction Change Directive.
- E. Lump Sum Price Change Order.
- F. Unit Price Change Order.
- G. Time and Material Change Order.
- H. Execution of Change Orders.
- I. Correlation of Contractor submittals.

1.2 RELATED SECTIONS

- A. Document 00410-Bid Form: Monetary values established for base bid, alternates, unit prices.
- B. Document 00435-Schedule of Values: Detailed monetary valuation of increments of the Work.
- C. Document 00436-Schedule of Unit Prices: Monetary values of unit prices not used to establish the basis for award.
- D. Document 00520-Agreement Form: Monetary values of established unit prices, acceptance of alternates and percentage allowances for Contractor's overhead and profit.
- E. Document 00700-General Conditions of the Contract: Governing requirements for changes in the Work, in Contract Sum/Price, and Contract Time.
- F. Document 00800-Supplementary Conditions of the Contract.
- G. Section 01290-Payment Procedures: Payment applications.
- H. Section 01320-Construction Progress Documentation: Work schedule.
- I. Section 01610-Basic Product Requirements: General requirements for products

- J. Section 01620-Product Options: Options for Products.
- K. Section 01630-Product Substitution Procedures: Substitutions.
- L. Section 01780-Closeout Submittals: Project record documents.

1.3 RELATED FORMS

- A. Document 01250a-Proposal Request.
- B. Document 01250b-Change Order Request (Proposal).
- C. Document 01250c-Proposal Worksheet Detail.
- D. Document 01250d-Proposal Cost Summary.
- E. Document 01250e-Construction Change Directive.
- F. Document 01250f-Project Consultant's Supplemental Instructions.
- G. Document 01250g-Change Order.

1.4 SUBMITTALS

- A. Submit name of the individual authorized to receive change documents, and be responsible for informing others in the Contractor's employ or subcontractors of changes to the Work.

1.5 DOCUMENTATION OF CHANGE IN CONTRACT SUM/PRICE AND CONTRACT TIME

- A. Maintain detailed records of the Work. Provide full information required for evaluation of proposed changes, and to substantiate costs and time adjustments as may be necessitated by changes in the Work.
- B. Document each quotation for a change in cost or time with sufficient data to allow evaluation of the quotation.
- C. For all Change Order Proposals, provide additional data to support computations:
 - 1. Quantities of products, labor, and equipment.
 - 2. Taxes, insurance, and bonds.
 - 3. Overhead and profit.
 - 4. Justification for any change in Contract Time.
 - 5. Credit for deletions from Contract, similarly documented.
- D. Support each claim for additional costs, and for work done on a cost plus price basis, with additional information:
 - 1. Origin and date of claim.
 - 2. Name of the Owner's authorized agent who ordered the work and the date of the order.
 - 3. Dates and times work was performed, and by whom.
 - 4. Time records, summary of hours worked and wage rates paid.
 - 5. Original invoices and receipts for:
 - (a) Products used, including a listing of quantities.
 - (b) Equipment used, including a listing of dates and times of use.

(c) Subcontracts, similarly documented.

E. Time Impact Analysis:

1. For all Construction Change Directives where there has been no agreement as to the change's impact on project time, the Contractor shall prepare and submit a Time Impact Analysis illustrating the influence of each change or delay upon the current contract schedule. The Time Impact Analysis shall document:
 - (a) A schedule sub-net demonstrating how the Contractor proposes to incorporate the change order or delay into his detailed schedule based upon the date the Construction Change Directive is issued to the Contractor.
 - (b) The status of construction at that point in time.
 - (c) The start/finish dates of all affected activities utilizing the dates included in the latest updated detailed construction schedule closest to the time of delay or change.
2. Submit the Time Impact Analysis as an attachment to each submitted Document 01250b-Change Order Request (Proposal) or within 7 days of receipt of a Construction Change Directive or other event that might delay with progress of the Work.
3. When the Contractor does not submit a Time Impact Analysis for a specific change order or delay as an attachment to 01250b-Change Order Request (Proposal) or within the time frames specified for Construction Change Directives or other delays, then it shall be mutually agreed that the particular Construction Change Directive, or delay has no effect on Contract time except as otherwise allowed elsewhere within the Contract Documents.
4. When approved by the Owner, the sub-nets associated with that particular Construction Change Directive or other delay shall be incorporated into the detailed construction schedule by the Contractor during the first update after such approval.

1.6 CHANGE PROCEDURES

- A. The Project Consultant will advise of minor changes in the Work not involving an adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions on Document 01250f-Project Consultant's Supplemental Instructions.
- B. The Project Consultant may issue a Document 01250a-Proposal Request which includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid.
 1. Contractor shall prepare and submit an estimate within 14 calendar days after receipt of the Proposal Request in the form of Document 01250b-Change Order Request (Proposal) and its required supporting documentation including Documents 01250c-Proposal Worksheet Detail, 01250d-Proposal Cost Summary and other required documentation as specified above and as might be required by the Project Consultant or the Owner.
 2. Such requests are informational and are not authorizations or instructions to execute the changes or stop the Work in progress.
- C. The Contractor may propose a change by submitting a request for change on Document 01250b-Change Order Request (Proposal) to the Project Consultant, by describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum/Price and

Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors, the Owner's forces or others.

1. Required supporting documentation includes Documents 01250c-Proposal Worksheet Detail, 01250d-Proposal Cost Summary, a Time Impact Analysis, and other required documentation as specified above and as might be required by the Project Consultant or the Owner.
2. Such proposals by the Contractor are informational and are not authorizations or instructions to execute the changes or stop the Work in progress.

D. Preparation of Change Order Items:

1. The Project Consultant will prepare a Change Order Item for the Owner and submit it to the Facilities and Construction Management Department for consideration by the Project Manager, the Facility Manager and other professionals on the Owner's staff.
2. Upon the recommendation of the Facilities and Construction Management Department, the Change Order will be prepared for consideration by The School Board of Broward County, Florida.
3. Change Orders, which are critically needed to facilitate the continuing progress of the Work, should be so identified on the submitted Document 01250b-Change Order Request (Proposal). The Owner may issue Document 01250e-Construction Change Directive, directing the Contractor to proceed with Work related to a critically needed Change Order which is under consideration, but not yet approved, by The School Board of Broward County, Florida.

1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Project Consultant may issue Document 01250e-Construction Change Directive, signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

- B. Document 01250e-Construction Change Directive, is a written order prepared by the Project Consultant and signed by the Owner and the Project Consultant, directing a change in the Work and stating a proposed basis for 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.

- C. A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order or where The School Board of Broward County, Florida's process for consideration of a Change Order would unreasonably, at the Owner's discretion, prohibit the Contractor from completing time critical elements of the Work.

- D. If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on the methods specified in this Specification Section and in the other applicable Contract Documents.

- E. Upon receipt of Document 01250e-Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Project Consultant of the Contractor's agreement or disagreement with the method provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum.

- F. A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor 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 and issued as a Change Order upon subsequent approval of the proposed Change by The School Board of Broward County, Florida.

- G. Actual adjustments to the Contract Sum and Contract Time shall not become effective until the changes are formally approved by The School Board of Broward County, Florida. As such, the Contractor may not submit requisitions for payment or make adjustments to the construction schedule until such time as the Board approves the changes and the Change Order is issued to the Contractor.

1.8 LUMP SUM PRICE CHANGE ORDER

- A. Content of Lump Sum Price Change Orders shall be based on:
1. Project Consultant's Document 01250-Proposal Request and Contractor's responsive Document 01250b-Change Order Request (Proposal) as mutually agreed between the Owner and the Contractor.
 2. Contractor's Document 01250b-Change Order Request (Proposal) as recommended by the Project Consultant and approved by the Owner.
 3. Owner and Project Consultant will issue and sign Change Order as authorization for the Contractor to proceed with the changes.
 4. Contractor shall sign and date Form 1250g-Change Order to indicate agreement with the terms therein.

1.9 UNIT PRICE CHANGE ORDER

- A. Content of Unit Price Change Orders shall be based on either:
1. The Project Consultant's definition of the scope of the required changes.
 2. Contractor's Document 01250b-Change Order Request (Proposal) for a change as recommended by the Project Consultant and approved by the Owner.
- B. Amounts of the Unit Prices:
1. Shall be those unit prices previously submitted on Document 00436-Schedule of Unit Prices during bidding or, as applicable, those submitted on Document 00350-Project Cost Proposal.
 2. Or, in the absence of previously submitted unit prices, unit prices shall be developed and mutually agreed to by the Owner and the Contractor. In cases where the Owner and the Contractor cannot mutually agree, a reasonable unit price shall be determined by the Project Consultant and utilized by the Owner and Contractor as the basis of similar Unit Price Change Orders that may occur during the remainder of the Contract term.
- C. When quantities of each of the items affected by the Change Order can be determined prior to the start of the Work related to that Change Order:
1. Owner and Project Consultant will sign and date the Change Order as authorization for the Contractor to proceed with the changes.
 2. Contractor shall sign and date the Change Order to indicate agreement with the terms therein.
- D. When quantities of the items cannot be determined prior to the start of the Work:
1. The Project Consultant and Owner will issue Document 01250e, Construction Change Directive, directing the Contractor to proceed with the change on the basis of the established Unit Prices and will list the applicable Unit Prices.

2. At the completion of the changes:
 - (a) The Contractor shall submit documentation to establish the number of units of each item and any claims for modifications to the Contract Time.
 - (b) The Project Consultant will review and evaluate the cost of such Work based on the established unit prices and quantities used.
3. Project Consultant will prepare a Change Order to establish the change in the Contract Sum and will submit Change Order for approval.
4. Changes to the Contract shall only become effective upon approval of the Change Order by The School Board of Broward County, Florida.

1.10 COST PLUS PRICE CHANGE ORDER

- A. The Project Consultant and Owner will issue Document 01250e-Construction Change Directive directing the Contractor to proceed with the changes.
- B. At completion of the change, the Contractor shall submit an itemized accounting and supporting data as required in Article 1.04 above.
- C. The Project Consultant will review and evaluate the cost of such work, the required documentation, and the Contractor's calculations of cost and time.
- D. The Project Consultant or the Owner may observe the progress of the Work related to Cost Plus Price Change Orders on a full-time basis or as necessary to substantiate the Work.
- E. The Project Consultant will prepare a Change Order to establish the change in the Contract Sum and will submit Change Order for approval.
- F. Changes to the Contract shall only become effective upon approval of the Change Order by The School Board of Broward County, Florida.

1.11 EXECUTION OF CHANGE ORDERS

- A. Execution of Change Orders: The Project Consultant will issue Change Orders for signatures of parties.

1.12 CORRELATION OF CONTRACTOR SUBMITTALS

- A. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum/Price.
- B. The original contract sum and scheduled values shall be copied in all updated Schedule of Values and Request for Payment forms, and the changes, where necessary, shall be noted and itemized separately at the bottom of the forms.
- C. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- D. Promptly enter changes in Project Record Documents.

PART 2 PRODUCTS - Not Used

entitled to assert a claim against Owner for any reason, claims by the Contractor against the Owner are subject to the following terms and conditions:

- 32.01.01 All Contractor claims against the Owner shall be initiated by a written claim submitted to the Owner and the Project Consultant. Such claim shall be received by the Owner and the Project Consultant no later than fifteen (15) calendar days after the event, or the first appearance of the circumstances causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim and the actual damages or injuries suffered;
- 32.01.02 The Contractor shall continue its performance hereunder regardless of the existence of any claims submitted by the Contractor;
- 32.01.03 In the event the Contractor seeks to make a claim, as a condition precedent to any such claim the Contractor shall strictly comply with the notice requirements above and such claim shall be made by the Contractor before proceeding to execute any additional or changed Work. Failure of the condition precedent to occur, i.e., providing notice as required in Article 32.01.01 above, shall constitute a complete waiver by the Contractor of any claim for additional compensation or extension of time. This written notice requirement may not be waived by verbal representations or the acts of representatives of the Owner or Project Consultant;
- 32.01.04 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's cost shall be strictly limited to direct cost of labor and materials incurred by the Contractor at the jobsite and shall in no event include indirect cost, overhead, loss of profit, or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties including, but not limited to, subcontractors, suppliers, laborers, etc.

ARTICLE 33. CHANGE ORDERS.

- 33.01 One or more changes to the Work within the general scope of this Contract may be ordered by the Owner by Change Order, Project Consultant's Supplementary Instructions, and Construction Change Directives.
- 33.02 The Contractor shall proceed with any extra Work or changes which alter the Contract by adding to, or deducting from the Contract Sum or Contract Time in strict accordance with the following terms and conditions:

33.02.01 Change Order shall mean a written order to the Contractor executed by the Owner and the Project Consultant after execution of this Contract, directing a change in the Work and may include a change in the Contract Price or the time for the Contractor's performance, or any combination thereof;

33.02.02 Any change in the Contract Price or time resulting from a Change Order shall be determined as follows:

- a. By mutual agreement between the Owner and the Contractor as evidenced by
 - (a) the change in the Contract Price or time being set forth in Change Order in

accordance with Article 33.02.08 below, and (b) the execution of the Change Order; or,

- b. If no mutual agreement occurs between the Owner and the Contractor, the change in the Contract Price, if any, shall be derived based upon the Cost Plus Price basis (as set forth in Article 33.02.08 below) by determining the "total actual costs" (in accordance with Article 33.02.09 below), incurred or savings achieved, resulting from revisions in the Work. Such total actual costs or savings shall include a component for direct jobsite overhead and profit but under no circumstances shall it include non-job site overhead expenses or costs or any other indirect costs or components. Any such costs or savings shall be documented in the format, and with such content and detail as the Owner or the Project Consultant requires. If agreement is not reached as to the change in time, Contractor shall be given a reasonable time based upon the scope of Work required by the change.

33.02.03 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work and the change in the Contract Price and the time for performance by the Contractor. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for issues or matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

33.02.04 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Owner, the Project Consultant, the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of, and consents to; such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

33.02.05 The Owner, without invalidating the Contract, may require the change for any reason whatsoever. All such Work shall be executed under the terms of the original Contract.

33.02.06 All change orders and adjustments shall be in writing and executed by the Contractor and Owner; otherwise, no claim for additional compensation or time will be allowed.

33.02.07 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be the total actual cost (as set forth in Article 33.02.09 below) saved as confirmed by the Project Consultant. The amount shall not include an amount for the overhead and profit of the Contractor which the Owner is not required to pay as a result of the deletion or decrease. When both additions and credits covering related Work or substitutions are involved in a change, the overhead and profit shall be calculated on the basis of net increase, if any, with respect to that change.

33.02.08 The value of any change ordered under the Contract for extra Work and/or any reductions in Work required, shall be determined under one or more of the following procedures before a written Change Order is issued.

- a. By **UNIT PRICES** named in the Contract or subsequently agreed upon by the Owner and the Contractor, which prices shall include Contractor's overhead and profit.
- b. By **LUMP SUM PRICE** agreed upon actual reasonable costs and direct job site overhead by the Owner and the Contractor, which price shall include Contractor's overhead and profit but under no circumstances shall it include non job site overhead, expenses or costs or any other indirect costs; a breakdown of the estimated costs comprising the lump sum price may be required by the Project Consultant for his review. Percentage for overhead and profit shall be determined in accordance with the method listed for **COST PLUS PRICE**, subparagraph (c.) below.
- c. By a **COST PLUS PRICE** based on total actual costs as defined in Article 33.02.09 below, plus an added percentage, all determined as follows:

OVERHEAD AND PROFIT:

JOB SITE OVERHEAD, including supervision and the furnishing, use and maintenance of small tools and ordinary equipment incidental to and required for the work of subcontractors (whether performed by them or others) shall be considered to be just and fully compensated for, by adding an amount equal to five percent (5%) of the sum of material costs (as defined under Article 33.08.09(a) below) and labor costs (as defined under Article 33.08.09(b) below), and rentals (as defined under Article 33.08.09(c) below). There shall be no compensation for any non job site overhead, expenses or costs.

PROFIT, may then be added by the subcontractor to the above material costs and labor costs, including the **JOB SITE OVERHEAD** allowance, at the rate of 10% of the sum of those costs.

JOB SITE OVERHEAD, including general supervision and the furnishing, use and maintenance of small equipment incidental to and required for the Work of the General Contractor (including that of his subcontractors) shall be considered to be just and fully compensated for by adding an amount equal to ten percent (10%) of the sum of material costs (as defined under Article 33.08.09(a) below) and labor costs (as defined under Article 33.08.09(b) below) and rentals (as defined under Article 33.08.09(c) below). There shall be no compensation for any non job site overhead expenses or costs.

PROFIT may then be added by the Contractor to the above material costs and labor costs, including the **JOB-SITE OVERHEAD** allowance, at the rate of five percent (5%) of the sum of those costs.

- d. **BOND ALLOWANCE**, for maintaining the Performance Bond at 100% of the contract amount, a sum of one percent (1%) of the total cost of the change.

(including material, labor, overhead and profit, and equipment rentals) shall be allowed on all change orders.

33.02.09 The total actual costs of materials, labor and equipment rentals may include the following only:

- a. Material costs actually recorded by the Contractor and/or subcontractors as they are delivered to the site and as evidenced from originally receipted invoices, listing appropriate quantities and unit prices. Records in proper form shall be maintained and available to the Project Consultant at all times.
- b. Labor costs represented by the actual wages paid to all laborers, apprentices, journeymen, and foremen involved in and necessary to completing the particular construction operations, for each day and every hour such labor teams and foremen are actually employed and on the extra Work required, including the net cost of insurance, Social Security and Workmen's Compensation. The furnishing, use and maintenance of small tools and ordinary equipment normal to the work of individual workmen in the trades will be considered part of the labor costs. Records in proper form shall be maintained and available to the Project Consultant at all times.
- c. Rentals for special equipment or machinery such as power driven roller, tractors, trucks, shovels, drills, mixers, pumps, hoists, etc., required for the economical performance of the Work, at reasonable rental prices agreed upon before work commences, shall be allowed the Contractor and/or his subcontractors by the Project Consultant for each and every hour such special equipment is in use on the particular work.

33.02.10 The Contractor is obligated to proceed with the Work for a Change Order, even though there has not been an agreement reached with the Owner as to an adjustment to the Contract Price or time, and even if there is a dispute as to same. In such instances the Project Consultant will issue Document 01250e, Construction Change Directive as specified elsewhere in the Contract Documents. A Change Order or proposed Change Order shall not be the basis of the Contractor not performing pursuant to the Contract Documents.

33.02.11 The Contractor, Owner and Project Consultant shall administer and document the Change Order process by utilizing the documentation system specified elsewhere in the Contract Documents, including Document 01250e, Construction Change Directive.

33.03 The Project Consultant will have authority to order minor changes in the Work not involving an adjustment to the Contract Sum or Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order on Document 01250f, Project Consultant's Supplemental Instructions and such changes shall be binding on the Owner and the Contractor.

33.04 The Owner has authorized the following approval thresholds for Change Orders in the Name of The School Board of Broward County, Florida under Board Policy 7006, the rules of which are incorporated below:

The School Board of Broward County, Florida
0951-27-01 Fort Lauderdale High School

Document 00700
Page 29
February 10, 2009

- A. The Superintendent or the Associate Superintendent of Facilities and Construction Management is authorized to approve change orders up to the cumulative total of 5 percent of the original construction contract amount.
- B. When the cumulative total of all change orders on a project has exceeded the ceiling established in 33.04A above, all subsequent change orders will require prior Board approval, except in emergency cases as declared by the Superintendent, or where the change order in question would be in the form of a credit, thereby reducing the adjusted contract amount.
- C. Approval of change orders under this policy shall be for the purposes of expediting the work in progress and shall be confirmed by Board action at the next regular meeting of the Board.

ARTICLE 34. DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK.

- 34.01 In the event that the Contractor covers, conceals or obscures its work in violation of this Contract or in violation of a directive from the Owner or the Project Consultant, such work shall be uncovered and displayed for the Owner's or Project Consultant's inspection upon request, and shall be reworked at no cost in time or money to the Owner.
- 31.02 If any of the work is covered, concealed or obscured in a manner not covered by Subparagraph (A) above, it shall, if directed by the Owner or the Project Consultant, be uncovered and displayed for the Owner's or Project Consultant's inspection. If the uncovered work conforms substantially with this Contract, the costs incurred by the Contractor to uncover and subsequently replace such work shall be borne by the Owner; otherwise, such costs shall be borne by the Contractor.
- 31.03 The Contractor shall, at no additional cost in money to the Owner or extension of time correct work rejected by the Owner or by the Project Consultant as defective or failing to conform to this Contract. Additionally, the Contractor shall reimburse the Owner for all testing, inspections and other expenses incurred as a result thereof.
- 31.04 In addition to its warranty obligations set forth elsewhere herein, the contractor shall be specifically obligated to correct any and all defective or nonconforming work for a period of twelve (12) months following final completion upon written direction from the Owner.
- 31.05 The Owner may, but shall in no event be required to, choose to accept defective or nonconforming work.
- 31.05.01 In such event, the Contract Price shall be reduced, at Owner's option, by the greater of (i) the reasonable costs of removing and correcting the defective or nonconforming work, or (ii) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming work.

- 31.05.02 If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for the acceptance of defective or nonconforming work, the Contractor shall, upon written demand from the Owner, pay the owner such remaining compensation for accepting defective or nonconforming work.

ARTICLE 35. SAFETY, PROTECTION OF WORK AND PROPERTY.

- 35.01 Contractor shall be fully and solely responsible for conducting all operations under this Construction Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. Contractor shall continuously and diligently inspect all Work, material and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions.
- 35.02 Contractor shall instruct its personnel on the requirements of the Contractor's safety program and shall coordinate with other contractors and subcontractors on safety matters.
- 35.03 Contractor shall provide safety equipment and enforce the use of such equipment by its employees.
- 35.04 Contractor shall maintain accurate accident and injury reports and shall provide to Owner a monthly summary of injuries and manhours lost due to injuries.
- 35.05 Contractor shall maintain all portions of the Work in a neat, clean and sanitary condition at all times.
- 35.06 Contractor shall assure that all Subcontractors shall, without expense to Owner, comply with the foregoing.
- 35.07 Contractor shall comply with any and all rules, regulations, laws, etc., which apply to safety requirements, including but not limited to OSHA requirements.
- 35.08 Safety Precautions and Programs:
- 35.08.01 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
- 35.08.02 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Project Consultant in writing. The Work in the affected area shall not thereafter be resumed except by written notice from the Owner. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner, Contractor and Project Consultant.

ARTICLE 10. WITHHOLDING PAYMENT TO CONTRACTOR.

- 10.01 In addition to the Retainage, payments, including but not limited to Final Payment, may be withheld or reduced by the Owner in its sole discretion if any of the following exists:
- 10.01.01 The Work is not proceeding in accordance with the Construction Documents Schedule as anticipated by the Project Consultant or the Owner. In that event, the Project Consultant or the Owner will assess the anticipated delay and the Owner will use the amounts specified for Liquidated Damages as the basis for amounts withheld. Said funds shall be held until such time as the Project Consultant or Owner determine that the Work is back on schedule. By making said funds available to Contractor, Owner does not waive its right to assess liquidated damages at the completion of the Project;
 - 10.01.02 Liquidated Damages as set forth in this Contract;
 - 10.01.03 Defective Work unremedied;
 - 10.01.04 Punch-List items unremedied;
 - 10.01.05 Subject to Owner's written notice to Contractor in accordance with the Contract Documents back charge items for work performed by Owner or another contractor at the request of Owner, which work is within the scope of the Work under this Construction Contract;
 - 10.01.06 Claims filed by subcontractors, laborers, suppliers, materialmen or others;
 - 10.01.07 Failure to comply with any and all insurance requirements;
 - 10.01.08 Failure of the Contractor to make payment properly to Subcontractors or others;
 - 10.01.09 Damage to the Owner or another contractor;
 - 10.01.10 Reasonable evidence that the Work will not be completed on or before the Substantial Completion or Final Completion Date;
 - 10.01.11 Failure of the Contractor to carry out any of its obligations in accordance with the Contract Documents;
 - 10.01.12 Failure of the Contractor to submit the information or documents required by this Contract or reasonably required by Owner, including but not limited to schedules and daily logs.

ARTICLE 11. CONTRACTOR'S RIGHT UPON NONPAYMENT.

- 11.01 If within thirty (30) days of the date payment to the Contractor is due, the Owner, without cause or basis hereunder, fails to pay the Contractor any amounts then due and payable to the Contractor, the Contractor shall have the right to cease work.

41.03.02 In such case, the Contractor shall not be paid further until the Work is complete.

41.03.03 After final completion has been achieved, if any portion of the Contract Price (as it may be modified hereunder) remains after the cost to the Owner of completing the Work, including all costs and expenses of every nature incurred, has been deducted by the Owner, such remainder shall be paid to the Contractor. Otherwise, the Contractor shall pay the Owner any and all costs, fees, damages or expenses which the Owner has paid or is obligated to pay in excess of the contract price (as it may be modified hereunder). This obligation for payment shall survive the termination of the Contract. In the event the employment of the Contractor is terminated by the Owner for cause pursuant to this Subparagraph and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience and the terms of Article 41.02 shall apply.

ARTICLE 42. CONTRACTOR'S INSURANCE

42.01 The Contractor shall maintain such insurance as will protect the Contractor and Owner from claims under Workmen's Compensation Acts, and from any other claims or damages for personal injury, including death and property damage, which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either, as more fully set forth below and in the amounts provided herein. Prior to commencement of the Work, all Certificates of Insurance executed by authorized representatives of the insurance company shall be filed with the Owner and shall be subject to its approval for accuracy of protection. In addition, the Owner may at any time require that Contractor or its insurer provide any other documentation regarding insurance to Owner including, but not limited to, the policy. The Contractor shall not commence Work under this Contract until the provisions of this paragraph have been complied with. Owner may withhold payments due to Contractor in accordance with this Contract or terminate or suspend this Contract with all costs or expenses associated with same to be paid by Contractor in the event Contractor fails to comply with any requirement in the Contract regarding insurance. In the event of cancellation of any policy, Contractor is obligated to immediately notify Owner of same and obtain policy(s) in accordance with the Contract Documents.

42.02 Contractor shall comply with any and all insurance obligation required by law, rules, regulations, etc., including but not limited to those required by State Regulations for Educational Facilities.

42.03 The Contractor will be required to provide a Certificate of Insurance indicating that Workers' Compensation has been provided for all employees in compliance with Chapter 440, Florida Statutes.

42.04 The Contractor shall procure and carry Comprehensive General Liability insurance including contractual and indemnification liability covering this Contract and Products/Completed Operations Liability Insurance covering personal injury and bodily injury in limits of not less than \$1,000,000 for injury or death to any one person and not less than \$2,000,000 each occurrence; and shall carry insurance

against property damage in limits of not less than \$1,000,000 per claimant and \$2,000,000 per occurrence as a minimum coverage. The Contractor shall also procure and carry Owner's and Contractor's protective liability insurance. All insurance shall name the Owner as an additional insured.

42.05 The Contractor shall carry at no additional expense to the Owner, Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief and those included in extended coverage in the amount of one hundred per cent (100%) of the values at risk. Such policies shall be written to protect the Contractor and the Owner as their interest may appear.

42.06 All Contractors shall maintain automobile liability insurance against bodily injury and property damage in at least the amounts of one million dollars (\$1,000,000) per claimant, one million dollars (\$1,000,000) per occurrence.

42.07 The Owner is not maintaining any insurance on behalf of Contractor covering against loss or damage to the Work or to any other property of Contractor. In the event Contractor maintains insurance against physical loss or damage to Contractor's construction equipment and tools, such insurance shall include an insurer's waiver or rights of subrogation in favor of Owner.

42.08 The requirements contained herein as to types and limits, as well as Owner's approval of insurance coverage to be maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

42.09 The policies of such insurance in force, shall be issued by companies qualified to do business in the State of Florida and be acceptable to the Owner and shall provide that the Owner be given thirty (30) days advance written notice of the cancellation, expiration or any material change in the coverage afforded thereunder. The companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during performance of the Work and for a period of one year after final completion.

42.10 Uninsured Claims. If any action by any person, firm or corporation is brought or threatened against the Owner or against the Contractor and the Owner for any alleged loss, damage or injury arising out of or in the consequence of the performance or nonperformance of the Contract which, in the reasonable opinion of the Owner, may not be covered by the contingent liability, public liability or property damage insurance policy, or, which together with other such actions or claims seeks a recovery in excess of the amount payable under such policies, the amount of such recovery sought or so much thereof as the Owner reasonably deems necessary, may be withheld by the Owner from any money due the Contractor. The Owner in its sole discretion may permit the Contractor to substitute other satisfactory security in lieu of the monies so withheld. If the liability of the Owner is determined by judgment or award of a court or other tribunal of competent jurisdiction, or if such recovery sought shall have been admitted by the Contractor to be valid, the Owner may pay such judgment, award of admitted recovery out of the monies retained by the Owner under the provisions of this subparagraph and return the remaining balance, if any, to the Contractor.

SECTION 01290 (01 29 00)**PAYMENT PROCEDURES****PART 1 GENERAL****1.1 SECTION INCLUDES**

- A. Procedures for preparation and submittal of applications for payment.

1.2 RELATED DOCUMENTS

- A. Document 00435-Schedule of Values.
- B. Document 00436-Schedule of Unit Prices
- C. Document 00520-Agreement Form.
- D. Document 00700-General Conditions of the Contract: For Contract Payments, Withholding Payments to Contractor, and Retainage procedures.
- E. Section 01250-Contract Modification Procedures.
- F. Section 01270-Unit Prices.
- G. Section 01320-Construction Progress Documentation.
- H. Section 01330-Submittal Procedures.
- I. Section 01770-Closeout Procedures.

1.3 FORMAT

- A. Submit requests for payment on Document 01290a-Application for Payment and Document 00435-Schedule of Values (as a continuation/detail sheet).
- B. Contractor's electronic media driven forms, which replicate the Owner's standard forms, may be utilized when pre-approved by the Owner and Project Consultant and when required.
- C. For each item, provide a column for listing each of the following:
 - 1. Item Number.
 - 2. Project Manual Section Number.
 - 3. Description of work.
 - 4. Scheduled Values.
 - 5. Work Completed From Previous Applications.
 - 6. Work Completed This Application.
 - 7. Materials Presently Stored To Date.
 - 8. Total Completed and Stored to Date.
 - 9. Percentage of Completion.
 - 10. Balance to Finish.
 - 11. Retainage.

1.4 PREPARATION OF APPLICATIONS

- A. Present required information in typewritten or computer generated form.
- B. Execute certification by original signature of authorized officer.
- C. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- D. Entries shall match current data of Schedule of Values, Construction-Schedule, and other reports substantiating the Contractor's progress.
- E. List each authorized Change Order as an extension on Document 00435-Schedule of Values, listing Change Order number and dollar amount as for an original item of Work.
- F. Prepare Application for Final Payment as specified in Section 01770-Closeout Procedures.

1.5 SUBMITTAL PROCEDURES

- A. Submit 3 copies of each Application for Payment.
- B. Submit an updated Construction Schedule with each Application for Payment.
- C. Payment Period: Submit at intervals stipulated in the Agreement.
- D. Personally deliver or transmit to the Project Consultant by means ensuring receipt within 24 hours or less. Verify receipt.

1.6 SUBSTANTIATING DATA

- A. Submit data justifying dollar amounts requested for payment on the Document 01290a-Application for Payment. Include as a minimum:
 - 1. Description of stored materials, storage place, evidence of inspection by the Project Consultant, and verification that the Contractor's purchase order amounts reconcile with the corresponding line items submitted for stored materials on the Application for Payment.
 - 2. Copies of Document 01320a-Weekly Progress Reports for the respective payment period with copies of Contractor's Daily Log not yet submitted under provisions of Section 01320.
 - 3. A complete accounting of all payments made to Subcontractors and the balances owed to the Subcontractors with each Application For Payment submitted by the Contractor.
 - 4. Dollar Value/Time Graphs: Provide graphs as required by Document 00700-General Conditions, Article 9 and Section 1320, 1.4, C, 2.
- B. Upon request, submit data (or allow inspections) verifying:
 - 1. Daily regular and continuous updating of Project Record Documents.
 - 2. Timely payment of subcontractors and suppliers.
 - 3. Copies of acquired authorizations and licenses from governing authorities for current performance of the Work.
 - 4. Listing of subcontractors and principal suppliers and fabricators (including documentation of any applicable licensure and or journeymen workforce supervision).
 - 5. Evidence of Drug-Free Workplace certification, safety programs, prohibition of illegal aliens, and other workforce requirements of the Contract Documents.
 - 6. Records concerning the dates of delivery of materials, lengths of time materials have been stored, and the time remaining until such materials are incorporated into the Work.

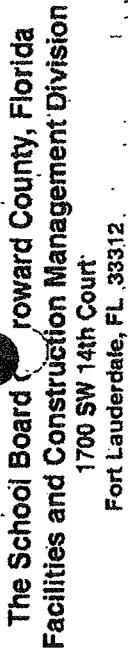
SBBC Design & Material Standards, January 01, 2010 Edition)

7. Other evidence as shall be required, at the discretion of the Owner and Project Consultant, to verify the progress and quality of the Work.
- C. Provide 1 copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION



Fort Lauderdale, FL 33312

Document 01290a (00 62 76)-Application for Payment

The School Board of Broward County, Florida

(Owner via Project Consultant)

0951-27-01

Phased Replacement

Fort Lauderdale High School

**Net change by
Change Orders:**

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

Date: _____

State of Florida
County

Commission Expires:

1

Application for Payment

2010 Edition, rev. 04-01-10 RW)

11/01/2010
Page 1 of 2

Application is made for Payment, as shown below, in connection with the Contract.
The Contractors updated Document 00435-Schedule of Values, is attached as a continuation/detail sheet.

- | | | |
|----|--|----|
| 1. | ORIGINAL CONTRACT SUM | \$ |
| 2. | NET CHANGE BY CHANGE ORDERS | |
| 3. | CONTRACT SUM TO DATE
(Line 1 plus or minus line 2) | \$ |
| 4. | TOTAL COMPLETED AND STORED TO DATE
(Column H of Document 00435) | \$ |
| 5. | RETAINAGE | |
| a. | % of Completed Work \$
(Column E + F of Document 00435) | |
| b. | % of Completed Work \$
(Column E + F of Document 00435) | |
| | Total Retainage (Line 5a + 5b or total in Column K on Document 00435) | \$ |
| 6. | TOTAL EARNED LESS RETAINAGE
(Line 4 less Line 5 Total) | \$ |
| 7. | LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from previous certificate) | \$ |
| 8. | CURRENT PAYMENT DUE
(Enter this amount on Line 10 next page) | \$ |
| 9. | BALANCE TO FINISH, PLUS RETAINAGE
(Line 3 less Line 6) | \$ |

Document 01290a-Application for Payment

Project Consultant's Certificate for Payment

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

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for.)

Project Consultant

By: _____

(Signature)

Date: _____

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

OWNER'S APPROVAL

10. AMOUNT APPROVED

(Attach explanation if amount approved differs from the amount certified above.)

Approved for Payment by:

Project Manager:

By: _____

(Signature)

Date: _____

Executive Director, Project Management,
or Designee:

By: _____

(Signature)

Date: _____

Deputy Superintendent

By: _____

(Signature)

Date: _____

This Approval is not negotiable. The AMOUNT APPROVED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



The School Board of Broward County, Florida
Division of Facilities and Construction Management
 1700 S.W. 14th Court
 Fort Lauderdale, Florida 33312
 (754) 321-1500

Prolog Change Order Listing

Project#	Facility Name	Contract Name	Original Contract /Date	# C.O.'s	Total Changes	Current Contract	Percent Change	Days Extended	Contract Status
09512701	Fort Lauderdale High Remodeling / Renovations		02/12/2008	1	\$0	\$ 16,950,000	0.00 %	303	Active.Des.CD100R
Change Order	Board Date	Change Amount	Order Date	Days Extended	Percent Change	Contractor	Item# Reason	Description	
001	03/17/2014					Kaufman Lynn Construction, Inc.			
001	02/22/2012	\$0		-44		Kaufman Lynn Construction, Inc.	001 Owner Request	Reduction in contract duration.	Contractor took longer than allowed to finalize and execute post award documents.
\$0									
002	03/17/2014					Kaufman Lynn Construction, Inc.			
002	07/23/2013	\$21,058		14		Kaufman Lynn Construction, Inc.	002 Unforeseen Condition	Contractor provided labor, materials, and equipment to adjust the footing size and configuration of the new classroom building. This change was necessitated in order to accommodate an existing sanitary sewer lateral and manhole.	
002	07/23/2013	\$15,868		3		Kaufman Lynn Construction, Inc.	003 Owner Request	Route of sewer lateral was discovered only after excavation of footings. Contractor provided labor, materials, and equipment to extend low voltage conduit feeder system from new pool into the main electrical room of the new administration building.	
002	07/23/2013	\$3,185		0		Kaufman Lynn Construction, Inc.	006 Consultant Omission	Pool systems were originally designed to feed into existing administration building. This building is scheduled for demolition. Running the pool low voltage systems directly to the new addition will improve the performance of the system by minimizing the distance of the conduit runs. Provide labor, materials, and equipment to re-route storm Drain and add one drain structure.	
002	07/23/2013	\$52,283		12		Kaufman Lynn Construction, Inc.	014 Owner Request	Conflict between the structural and civil drawings. Provide labor, materials, and equipment to install 49 recessed floor boxes to accommodate proposed furniture type in technical labs.	
									Due to the age of the design, contract documents did not reflect current curriculum requirements.

Project#	Facility Name	Original Contract /Date	# C.O.'s	Total Changes	Current Contract	Percent Change	Days Extended	Contract Status
09512701	Fort Lauderdale High Remodeling / Renovations	06/07/2011	8	\$978,517	\$ 15,998,000	6.12 %	303	Active, Des CD100R
Change Order	Board Date	Change Order Amount	Days Extended	Percent Change	Contractor	Item# Reason	Description	
002 07/23/2013		\$3,815	0		Kaufman Lynn Construction, Inc.	015 Consultant Omission	Provide labor, materials, and equipment to relocate existing City of Fort Lauderdale street light pole that was in direct conflict with the new bus loop entrance ramp.	
002 07/23/2013		\$0	6		Kaufman Lynn Construction, Inc.	017 Unforeseen Condition	Contract documents did not correctly depict location of light pole. Pole had to be relocated to avoid the conflict with bus loop entrance design. Contractor was delayed in the construction process by Tropical Storm Isaac.	
002 07/23/2013		\$0	48		Kaufman Lynn Construction, Inc.	018 Unforeseen Condition	The Contract documents Section 01350 require the contractor to secure the site in the event of a pending tropical weather event. The contractor is entitled to a non-compensable time extension for storm preparations. Contractor's construction schedule was impacted by stop work orders issued by the City of Fort Lauderdale.	
002 07/23/2013		\$-60,177	0		Kaufman Lynn Construction, Inc.	030 Owner Request	The City of Fort Lauderdale issued two formal code violations. These violations stopped specific, critical site work activities. The issue was brought in front of a City Magistrate and it was determined that the City had no jurisdiction to impose any violations on our property pursuant to 1013.371(1)(a) of the Florida Statutes. The appeal process took 48 Calendar days to resolve. The contractor is entitled to a non-compensable time extension for delays that were beyond their control. Contractor to provide credit for closed circuit security system components that were determined to be obsolete and incorrectly identified in the School Board Criteria documents.	
002 07/23/2013		\$9,132	0		Kaufman Lynn Construction, Inc.	031 Consultant Omission	Change in CCTV equipment required to meet digital format requirements. Specified equipment is obsolete. Provide labor, materials, and equipment to add 12 specialty type light fixtures, conduit and wire at new science labs.	
002 07/23/2013		\$3,963	0		Kaufman Lynn Construction, Inc.	033 Consultant Omission	The specified light fixtures in the science area were omitted from the contract documents. Contractor provided labor materials and equipment to modify water main design to avoid conflict with site drainage.	
002 07/23/2013		\$7,424	0		Kaufman Lynn Construction, Inc.	034 Unforeseen Condition	Contractor was directed to modify and offset the water main to avoid hitting the french drain. Contractor provided labor materials and equipment to supply and install new sanitary system man hole.	
							Contractor was directed to supply and install new man hole due to the poor condition of the existing tie in man hole. Tie location man hole was 52 years old and showed significant signs of structural weakness. It was determined that due to its poor condition, it should be completely replaced.	

Project#	Facility Name	Original Contract /Date	# C.O.'s	Total Changes	Current Contract	Percent Change	Days Extended	Contract Status
09512701	Fort Lauderdale High Remodeling / Renovations	06/07/2011	15	\$978,517	\$ 15,998,000	6.12 %	303	Active.Des.CD100R
Change Order	Board Date	Change Order Amount	Days Extended	Percent Change	Contractor	Item# Reason	Description	
002 07/23/2013		\$6,017	0		Kaufman Lynn Construction, Inc.	035 Consultant Omission	Contractor provided labor materials and equipment to reroute the storm drainage piping and structures to avoid conflicts with the covered canopy footings. Contractor was directed to re-route drainage lines and structures to coordinate with the covered canopy drawings. Covered canopy was located on Architectural drawings, but not coordinated properly with the civil plans.	
002 07/23/2013		\$5,833	0		Kaufman Lynn Construction, Inc.	037 Owner Request	Contractor to provide labor, materials, and equipment to remove and relocate 25 in-contract built-in cabinets.	
\$68,401								Change in office configurations and furniture layouts required revisions to the built-in casework plan. Surplus casework to be used in storage rooms.
003 03/17/2014					Kaufman Lynn Construction, Inc.			
003 03/17/2014		\$9,995	14		Kaufman Lynn Construction, Inc.	007R Consultant Omission	Provide labor, materials, and equipment to modify exterior poured in place concrete stairs.	
003 03/17/2014		\$1,884	0		Kaufman Lynn Construction, Inc.	008a Owner Request	Additional reinforcing steel and minor dimensional modifications to the stairs were made to increase structural integrity. Provide labor, materials, and equipment to add door, hollow metal frame and hardware to connect principal's and secretary's spaces for increased privacy.	
003 03/17/2014		\$5,597	6		Kaufman Lynn Construction, Inc.	008b Consultant Omission	Change initiated to increase privacy and security to principal's and secretary's offices. Provide labor, materials, and equipment to make changes to the door and hardware schedule. Pursuant to Architect's Supplemental Instruction #4, these changes were primarily related to modifications of the fire ratings. Rating modifications were made to 9 doors.	
003 03/17/2014		\$17,809	8		Kaufman Lynn Construction, Inc.	011 Consultant Omission	Rating information was incorrectly identified on contract documents. Also, there were several instances of incorrect hardware and door sizes identified. Door schedule was corrected in Architect's Supplemental Instruction #4 and triggered modification to the door supplier's contract. Provide labor, materials, and equipment to install add drainage to the 2nd and 3rd floor pedestrian bridge with stainless steel rain water leaders connected to downspouts.	
								The original design did not include proper drainage for the pedestrian bridge.

Project#	Facility Name	Original Contract /Date	# C.O.'s	Total Changes	Current Contract	Percent Change	Days Extended	Contract Status
09512701	Fort Lauderdale High Remodeling / Renovations	06/07/2011	22	\$978,517	\$ 15,998,000	6.12 %	303	Active.Des CD100R
Change Order	Board Date	Change Order Amount	Days Extended	Percent Change	Contractor	Item# Reason	Description	
003 03/17/2014		\$19,048	6		Kaufman Lynn Construction, Inc.	013 Unforeseen Condition	Provide labor, materials, and equipment to install new electrical service to existing track field house.	
003 03/17/2014		\$25,952	0		Kaufman Lynn Construction, Inc.	020 Owner Request	Existing electrical service to the field house was not shown on contract documents or as-built documents. Original service was not properly installed and was damaged by new bus driveway construction. Contractor provided labor, materials, and equipment to make bus drive and parking lot ready for the opening of school. Unanticipated measures were required for temporary occupancy of the bus loop and parking areas. These measures included temporary fencing, parking lot striping, and parking lot lighting.	
003 03/17/2014		\$11,145	0		Kaufman Lynn Construction, Inc.	021 Unforeseen Condition	The summer window to completely construct bus loop and parking areas was impacted by the City of Fort Lauderdale Stop Work Notice. Temporary controls were required to make the area safe and viable for the start of school. Contractor provided labor, materials, and equipment to make repairs to existing fire department connection riser at existing building (5).	
003 03/17/2014		\$11,089	0		Kaufman Lynn Construction, Inc.	022 Consultant Omission	The construction documents required that the contractor connect new fire sprinkler system to existing buildings. Discovery of system components in existing buildings that could not handle increased pressure differential required repair and correction. Contractor provided labor, materials, and equipment to extend fire department connection and fire hydrant to alternative location inside the bus loop.	
003 03/17/2014		\$5,380	0		Kaufman Lynn Construction, Inc.	023 Unforeseen Condition	The construction documents required that the contractor install a new fire department connection to the outside of the bus loop. The location designed was determined to be inappropriate due to fire truck access requirements. The connection was relocated to the inside of the bus loop to enhance fire truck accessibility of the connection and fire hydrant. Contractor provided labor, materials, and equipment to replace existing underground chilled water pipe insulation.	
003 03/17/2014		\$22,084	0		Kaufman Lynn Construction, Inc.	024 Consultant Omission	Contractor discovered during the excavation of the canopy footings, that the existing chilled water piping was void of insulation or the insulation was damaged. Engineer of Record and Building Department recommended new insulation be installed in the areas that were exposed. Provide labor, materials, and equipment to increase overall dimensions of the chiller enclosure. During the shop drawing review, it was identified that the chiller enclosure was not large enough to accommodate the specified chiller equipment.	

Project#	Facility Name	Contract Name	Original Contract /Date	# C.O.'s	Total Changes	Current Contract	Percent Change	Days Extended	Contract Status
09512701	Fort Lauderdale High Remodeling / Renovations		06/07/2011	28	\$978,517	\$ 15,998,000	6.12 %	303	Active.Des.CD100R
Change Order	Board Date	Change Order Amount	Days Extended	Percent Change	Contractor	Item# Reason	Description		
003 03/17/2014		\$10,183	0		Kaufman Lynn Construction, Inc.	025 Consultant Omission	Contractor provided labor, materials, and equipment to install an additional 11 fire dampers and accessories. Contractor was directed to provide additional dampers pursuant to the approval of Architect's Supplemental Instruction #11. Dampers and access panels were inadvertently omitted from the contract documents, but required by the Florida Building Code.		
003 03/17/2014		\$27,256	6		Kaufman Lynn Construction, Inc.	026 Consultant Omission	Contractor provided labor, materials, and equipment to install a remote generator fueling port. Contractor was directed to provide remote fuel port pursuant to Architect's Supplemental Instruction #6. Remote fuel port is a code required item that was inadvertently omitted from the contract documents.		
003 03/17/2014		\$34,283	0		Kaufman Lynn Construction, Inc.	027 Consultant Omission	Contractor provided labor, materials, and equipment to relocate fire department connection at administration building 240 feet to the south. Contractor was directed to relocate connection for improved fire department connection accessibility.		
003 03/17/2014		\$1,428	0		Kaufman Lynn Construction, Inc.	032 Consultant Omission	Contractor provided labor, materials, and equipment to add lighting circuits to third floor of classroom building. Contractor was directed to add the circuits. Display cases were specified with lighting, but not picked up by the electrical drawings.		
003 03/17/2014		\$13,827	6		Kaufman Lynn Construction, Inc.	038 Consultant Omission	Contractor to provide labor, materials and equipment to add hard plaster ceilings in all group toilet rooms. Specified ceiling in all group toilet rooms was drywall. Change in ceiling type was required to meet current design criteria.		
\$216,960									
004 05/06/2014		\$12,525	0		Kaufman Lynn Construction, Inc.	041a Consultant Error	Contractor provided labor materials and equipment to add two handicap ramps at the bus drop off area. Addition of the ramps required modifications to the covered canopy pursuant to ASI #18. Driveway design required modification to handle handicap and exceptional students that use bus transportation. Ramps are required by the code.		
004 05/06/2014		\$42,411	38		Kaufman Lynn Construction, Inc.	041b Consultant Error	Contractor provided labor materials and equipment to make driveway modifications to the bus loop to accommodate larger bus traffic. Addition of a new driveway at teacher lot was added to improve lot circulation and dismissal traffic that was in competition with bus loop pursuant to ASI #18. Driveway design required modification to handle large bus traffic.		

04/03/2014

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Source: Prolog

Project#	Facility Name	Contract Name	Original Contract /Date	# C.O.'s	Total Changes	Current Contract	Percent Change	Days Extended	Contract Status
09512701	Fort Lauderdale High Remodeling / Renovations		06/07/2011	35	\$978,517	\$ 15,998,000	6.12 %	303	Active.Des.CD100R
Change Order	Board Date	Change Order Amount	Days Extended	Percent Change	Contractor	Item# Reason	Description		
004 05/06/2014		\$154,249	30		Kaufman Lynn Construction, Inc.	042 Consultant Omission	Contractor provided labor materials and equipment to add water, power and gas service to science demonstration tables located in renovated Building #8. Design documents omitted utility requirements from science tables. Cambridge program requirements demanded the science area be outfitted with all of the required utility connections for experimental study and testing. Contractor provided labor materials and equipment to add additional fiber optic backbone infrastructure to the existing campus.		
004 05/06/2014		\$91,502	0		Kaufman Lynn Construction, Inc.	043 Consultant Omission	Design documents indicated the fiber optic connections at each building, but did not include the connections at each IDF closet. This change required an additional 12,000 linear feet of fiber and copper data connections. Contractor provided labor materials and equipment to make modifications to the Heating, Ventilation and Air Conditioning plan (HVAC) at Building #8. The original permitted design did not meet the Building Code and had to be redesigned. The HVAC design changes were significant and impacted the mechanical components of the project. This change order is related to the work described in Change Order Request #42.		
004 05/06/2014		\$265,908	60		Kaufman Lynn Construction, Inc.	045a-e Consultant Omission	Cambridge science curriculum requirements initiated specific mechanical requirements. These utility requirements required a major change in the HVAC design. The change in the design was substantial and required individual air handling equipment and controls to service each lab. Contractor provided labor materials and equipment to add additional gates and fencing at stair towers to prevent students or storage underneath.		
004 05/06/2014		\$4,497	0		Kaufman Lynn Construction, Inc.	046 Consultant Omission	Original design did not consider the area underneath the stair landings as a hazard. Contractor provided labor materials and equipment to add new plumbing infrastructure and piping not included in contract documents at Building #8.		
004 05/06/2014		\$26,767	5		Kaufman Lynn Construction, Inc.	047 Consultant Omission	Original design documents omitted plumbing riser and piping details for bathrooms being renovated in Building #8. Contractor provided labor materials and equipment to install new hot and cold solenoid shut-off valves in new science labs in Building #20.		
004 05/06/2014		\$28,265	14		Kaufman Lynn Construction, Inc.	049 Consultant Omission	Original design omitted the shut-off valves in the new science labs located in the new Building #21. Shut-off capabilities are a requirement of the code and criteria.		

04/03/2014

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Project#	Facility Name	Contract Name	Original Contract / Date	# C.O.'s	Total Changes	Current Contract	Percent Change	Days Extended	Contract Status
09512701	Fort Lauderdale High Remodeling / Renovations		06/07/2011	41	\$978,517	\$ 15,998,000	6.12 %	303	Active, Des. CD100R
Change Order	Board Date	Change Amount	Order Date	Days Extended	Percent Change	Contractor	Item# Reason	Description	
004 05/06/2014		\$21,186		10		Kaufman Lynn Construction, Inc.	050 Consultant Error	Contractor provided labor materials and equipment to increase size of egress door to a double wide opening. Egress calculations had to be adjusted to remove occupant load from pedestrian bridge to stairwell.	
004 05/06/2014		\$7,857		0		Kaufman Lynn Construction, Inc.	051 Consultant Omission	Original architectural design considered the breezeway pedestrian bridge as a means of egress. Design changes to the hardware schedule require that egress shift to exterior stairwell. Doorway needed to be enlarged to handle increase code mandated egress requirement.	
004 05/06/2014		\$11,456		16		Kaufman Lynn Construction, Inc.	052a Consultant Omission	Contractor provided labor materials and equipment to add (4) magnetic hold open devices to lecture hall doors.	
004 05/06/2014		\$14,848		45		Kaufman Lynn Construction, Inc.	052b Consultant Error	Original design omitted the electrical infrastructure required for the magnetic door closure requirement. It was determined that the automatic door closure devices were required by the Florida Building Code for assembly areas.	
004 05/06/2014		\$851		0		Kaufman Lynn Construction, Inc.	053 Consultant Omission	Contractor provided labor materials and equipment to add drop ceilings in all telecommunication rooms.	
004 05/06/2014		\$3,996		0		Kaufman Lynn Construction, Inc.	055 Consultant Omission	Original design omitted the ceilings in telecommunications rooms as required by School Board Design Criteria.	
004 05/06/2014		\$1,428		0		Kaufman Lynn Construction, Inc.	056 Owner Request	Contractor provided labor materials and equipment to relocate all electrical devices installed in telecommunications rooms due to new drop ceilings.	
								Original design omitted the ceilings in telecommunications rooms as required by School Board Design Criteria. All electrical devices had to be relocated due to new ceiling requirement.	
								Contractor provided labor materials and equipment to install new circulation water pump in custodial closet.	
								Original design omitted the water pump. Circulation pump is a requirement of the criteria.	
								Contractor provided labor materials and equipment to install electrical connection for condensate drain pumps at dry storage area.	
								Original design omitted the required electrical connection to supply small pumps that remove condensate from mini split air conditioning equipment.	
								Contractor provided labor material and equipment to install electrical connection for Kronos time clocks.	
								Optional Kronos equipment was not included in original design, but determined to be important to the school's operation.	

Specified ladder was determined to be non-compliant with design criteria. New ladder design, fabrication and installation were required.

APPROVAL OF FACILITIES' CONSTRUCTION CONTRACT CHANGE ORDERS

THE SCHOOL BOARD HEREBY AUTHORIZES THE SUPERINTENDENT OR HIS/HER DESIGNEE(S), TO APPROVE CHANGE ORDERS IN THE NAME OF THE BOARD, PURSUANT TO THE RULES LISTED BELOW.

AUTHORITY: F.S. 1001.41(1)(2)

F.S. 1013.48

POLICY ADOPTED: 9/3/87

RULES

1. The Superintendent or Associate Superintendent of Facilities is authorized to approve change orders up to the cumulative total of 1% of the original construction contract amount for projects over \$3 million and 3 percent of the original construction contract for projects under \$3 million.
2. When the cumulative total of all change orders on a project has exceeded the ceiling established in rule 1, all subsequent change orders will require prior Board approval, except in emergency cases as declared by the Superintendent, or where the change order in question would be in the form of a credit, thereby reducing the Adjusted Contract amount.
3. Approval of change orders under this policy shall be for the purpose of expediting the work in progress and shall be confirmed by Board action at the next regular meeting.

EXHIBIT N-1

AGENDA REQUEST FORM THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date 2/22/12	Open Agenda <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Special Order Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Agenda Item Number JJ-10
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TITLE Change Order Fort Lauderdale High, Project No. P.000687 Remodeling/Renovations	
REQUESTED ACTION Approve Change Order #1 for Fort Lauderdale High, Project No. P.000687, Remodeling/Renovations.	
SUMMARY EXPLANATION AND BACKGROUND: 1. Change Order #1 Fort Lauderdale High, Project No. P.000687 Remodeling/Renovations	
SCHOOL BOARD GOALS: <input type="checkbox"/> • Goal One: Raise achievement of all students to ensure graduation from high school and readiness for post-secondary education. <input type="checkbox"/> • Goal Two: Improve the health and wellness of students and personnel. <input checked="" type="checkbox"/> • Goal Three: Provide a safe and secure physical and technological environment for all students and employees. <input type="checkbox"/> • Goal Four: Promote innovation which focuses on best practices and quality efforts that improve our best-in-class position. <input type="checkbox"/> • Goal Five: Recruit, develop, retain, and recognize high performing and diverse faculty and personnel. <input type="checkbox"/> • Goal Six: Build strong partnerships with family, business, community and government at the classroom, school, area, and district level. <input type="checkbox"/> • Goal Seven: Ensure district's leadership as an environmental steward through innovative ecology and energy conservation programs.	
FINANCIAL IMPACT: Financial Impact: This project is appropriated in the Adopted District Educational Facilities Plan (September 8, 2011) and in the District's Capital Budget.	
EXHIBITS: (List) 1. Change Order Analysis 2. Change Order 3. Collaboration Form (Capital Budget)	
BOARD ACTION: APPROVED <small>(For Official School Board Records Office Only)</small>	SOURCE OF ADDITIONAL INFORMATION: Shelley N. Meloni, Executive Director <i>SM</i> Facilities Design & Construction 754-321-1610 Name Phone

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Thomas E. Lindner, Deputy Superintendent *Thomas Lindner*
Facilities & Construction Management Division

Approved in Open Board Meeting
on:

FEB 22 2012

Ann Murray
School Board Chair

By:
Form #4180
Revised 10/11
RWR/TEL/SNM:dy



The School Board of Broward County, Florida
Facilities and Construction Management Division
1700 SW 14th Court
Fort Lauderdale, FL 33312

EXHIBIT N-2

PF 1/27/12

(754) 321-1500

Document 01250g (00 63 63)-Construction Change Order-Item #1

Facility Name: Fort Lauderdale High School Date: 1/4/2012
Project Name: Phased Replacement Project # P000687
Project Description: Concurrent Phased Replacement
Contractor: Kaufman Lynn Reference Letter
Dated: _____

Description of Change: Reduction in contract duration.

Attachments: Notice to proceed

Reason For Change:

Contractor took longer than allowed to finalize and execute post award documents.

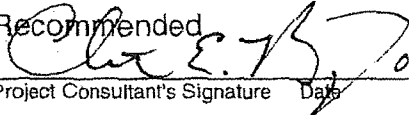
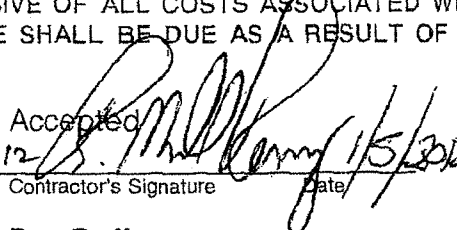
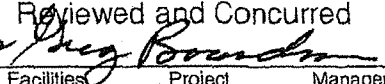
Summary:

Total of Credits and/or Added Costs: Add: \$ _____

Deduct: \$ _____

The Contract Time will be (increased)(decreased) by: 44 Days

THIS CHANGE ORDER ITEM IS INCLUSIVE OF ALL COSTS ASSOCIATED WITH THIS WORK. NO ADDITIONAL COMPENSATION FOR EXTENDED TIME SHALL BE DUE AS A RESULT OF THIS CHANGE IN THE SCOPE OF WORK.

Recommended  Project Consultant's Signature Date <u>01-04-12</u>	Accepted  Contractor's Signature Date <u>1/5/12</u>	Reviewed and Concurred  Facilities Date <u>1-4-2012</u> Project Manager
Chris Bray Project Consultant's Typed Name Manny Synalovski Associates LLC Project Consultant's Firm Name	Ben Baffer Contractor's Typed Name Kaufman Lynn Contractor's Firm Name	Gregory T. Boardman Facilities Project Manager's Typed Name The School Board of Broward County, FL

This Information to be completed by School Board of Broward County Staff

Change Order Categories	Sub Categories
<input checked="" type="checkbox"/> Owner's Request <input type="checkbox"/> Unforeseen <input type="checkbox"/> Consultant Error <input type="checkbox"/> Consultant Omission	<input type="checkbox"/> Regulatory Compliance <input type="checkbox"/> Safety/Emergency

Change Order Summary

Facility Name: Fort Lauderdale High School

Date: 01/11/12

Project Title: Phased Replacement

Project #: P-000687

F.K.A./P#

Contractor: Kaufman Lynn
Consultant: Manny Synalofski Associates LLC
Sub Consultants:
Mechanical: Delta G. Consulting Engineers Inc.
Structural: Saad Elia El Hage
Electrical: Delta G. Consulting Engineers Inc.
Plumbing: Delta G. Consulting Engineers Inc.
Civil Engineer: Mendez Engineering Design
Landscape: Land Stewardship Co.

Original Contract Amount \$15,998,000

Change Order Allowance (from PFA) \$500,000

Change Order Items

Consultant Error:	<u>\$0</u>	0.00% of original contract amount
Consultant Omission:	<u>\$0</u>	0.00% of original contract amount
Owner Request:	<u>\$0</u>	0.00% of original contract amount
Unforeseen:	<u>\$0</u>	0.00% of original contract amount
Subtotal:	<u>\$0</u>	0.00% of original contract amount

Construction Change Directives

Consultant Error:	<u>\$0</u>	0.00% of original contract amount
Consultant Omission:	<u>\$0</u>	0.00% of original contract amount
Owner Request:	<u>\$0</u>	0.00% of original contract amount
Unforeseen:	<u>\$0</u>	0.00% of original contract amount
Subtotal:	<u>\$0</u>	0.00% of original contract amount

Total: \$0

0.00% of original contract amount

Change Order:

A written order to the contractor signed by the Superintendent and approved by the School Board and the architect, issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time as originally defined by the contract documents.

Construction Change Directive:

A written order to the contractor signed by the Superintendent and the architect, issued after the execution of the contract, authorizing a change in the work or an adjustment of the contract sum or the contract time as defined by the contract documents. This directive is utilized when the parties cannot mutually agree upon the change. After execution of the work or an agreement between the parties, the change directive is brought back to the School Board for their approval at the next available meeting.

rev. 7/15/10

EXHIBIT O

TITLE: <p style="text-align: center;">Change Order #2 Fort Lauderdale High Kaufman Lynn Construction, Inc. Remodeling / Renovations Project No. P.000687</p>	
REQUESTED ACTION: <p>Approve Change Order #2, Fort Lauderdale High, Kaufman Lynn Construction, Inc., Remodeling / Renovations, Project No. P.000687, in the amount of \$68,401, 83 days.</p>	
SUMMARY EXPLANATION AND BACKGROUND: <p>Change Order #7, \$68,401, 83days Fort Lauderdale High Kaufman Lynn Construction, Inc. Remodeling / Renovations Project No. P.000687</p> <p>Refer to Exhibits 1 and 3 for detailed information.</p>	
SCHOOL BOARD GOALS: <input type="checkbox"/> • Goal 1: High Quality Instruction <input checked="" type="checkbox"/> • Goal 2: Continuous Improvement <input type="checkbox"/> • Goal 3: Effective Communication	
FINANCIAL IMPACT: <p>Financial Impact: The sources of funds are identified in the Adopted District Educational Facilities Plan, Fiscal Years 2012-2013 to 2016-2017.</p>	
EXHIBITS: (List) <ol style="list-style-type: none"> Executive Summary Change Order Analysis Change Order Change Order Summary to date Collaboration Form (Capital Budget) 	
BOARD ACTION: <p style="text-align: center; font-size: 2em; font-weight: bold;">APPROVED</p> <p>(For Official School Board Records' Office Only)</p>	SOURCE OF ADDITIONAL INFORMATION: <p>Sonja V. Coley, Senior Project Manager Facilities Design & Construction 754-321-1639</p> <p>Name Phone</p>

Shelley N. Meloni, Task Assigned Chief Facilities & Construction Officer
Office of Facilities & Construction *Shelley N. Meloni*

JUL 23 2013

Laurel L. Johnson

Form #4189
Revised 12/12
RIVR/SNM/SVC:djc

The School Board of Broward County
Division of Facilities and Construction Management

EXHIBIT 0
EXHIBIT 4

Change Order Summary

Facility Name: Fort Lauderdale High School

Date: 06/24/13

Project Title: Phased Replacement

Project #: P-000687

	F.K.A./P#
Contractor:	Kaufman Lynn
Consultant:	Manny Synalofski Associates LLC
Sub Consultants:	
Mechanical:	Delta G. Consulting Engineers Inc.
Structural:	Saad Elia El Hage
Electrical:	Delta G. Consulting Engineers Inc.
Plumbing:	Delta G. Consulting Engineers Inc.
Civil Engineer:	Mendez Engineering Design
Landscape:	Land Stewardship Co.

Original Contract Amount **\$15,998,000**

Change Order Allowance (from PFA) **\$500,000**

Change Order Items

Consultant Error:	\$0	0.00% of original contract amount
Consultant Omission:	\$26,111	0.16% of original contract amount
Owner Request:	\$13,807	0.09% of original contract amount
Unforeseen:	\$28,482	0.18% of original contract amount
Subtotal:	\$68,400	0.43% of original contract amount

Construction Change Directives

Consultant Error:	\$0	0.00% of original contract amount
Consultant Omission:	\$0	0.00% of original contract amount
Owner Request:	\$0	0.00% of original contract amount
Unforeseen:	\$0	0.00% of original contract amount
Subtotal:	\$0	0.00% of original contract amount

Total: **\$68,400** 0.43% of original contract amount

Change Order:

A written order to the contractor signed by the Superintendent and approved by the School Board and the architect, issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time as originally defined by the contract documents.

Construction Change Directive:

A written order to the contractor signed by the Superintendent and the architect, issued after the execution of the contract, authorizing a change in the work or an adjustment of the contract sum or the contract time as defined by the contract documents. This directive is utilized when the parties cannot mutually agree upon the change. After execution of the work or an agreement between the parties, the change directive is brought back to the School Board for their approval at the next available meeting.

rev. 7/15/10



The School Board of Broward County, Florida
Division of Facilities and Construction Management
 1700 S.W. 14th Court
 Fort Lauderdale, Florida 33312
 (754) 321-1500

Prolog Change Order Listing

Project#	Facility Name	Original Contract / Date	# C.O.'s	Total Changes	Current Contract	Percent Change	Days Extended	Contract Status
09512701	Fort Lauderdale High	06/07/2011	1	\$68,401	\$15,998,000	0.43 %	39	Active, Des. CD100R
Remodeling / Renovations								
Change Order	Board Date	Change Order	Days Extended	Percent	Contractor	Item# Reason	Description	
001	02/22/2012	\$0	-44		Kaufman Lynn Construction, Inc.	001 Owner Request	Reduction in contract duration.	Contractor took longer than allowed to finalize and execute post award documents.
002	07/23/2013	\$21,058	14		Kaufman Lynn Construction, Inc.	002 Unforeseen Condition	Contractor provided labor, materials, and equipment to adjust the footing size and configuration of the new classroom building. This change was necessitated in order to accommodate an existing sanitary sewer lateral and manhole.	
002	07/23/2013	\$15,868	3		Kaufman Lynn Construction, Inc.	003 Owner Request	Route of sewer lateral was discovered only after excavation of footings. Contractor provided labor, materials, and equipment to extend low voltage conduit feeder system from new pool into the main electrical room of the new administration building.	
002	07/23/2013	\$3,185	0		Kaufman Lynn Construction, Inc.	006 Consultant Omission	Pool systems were originally designed to feed into existing administration building. This building is scheduled for demolition. Running the pool low voltage systems directly to the new addition will improve the performance of the system by minimizing the distance of the conduit runs. Provide labor, materials, and equipment to re-route storm Drain and add one drain structure.	
002	07/23/2013	\$52,283	12		Kaufman Lynn Construction, Inc.	014 Owner Request	Conflict between the structural and civil drawings. Provide labor, materials, and equipment to install 49 recessed floor boxes to accommodate proposed furniture type in technical labs.	Due to the age of the design, contract documents did not reflect current curriculum requirements.

07/09/2013

Project#	Facility Name	Original Contract /Date	# C.O.'s	Total Changes	Current Contract	Percent Change	Days Extended	Contract Status
09512701	Fort Lauderdale High Remodeling / Renovations	06/07/2011	6	\$68,401	\$15,998,000	0.43 %	39	Active, Des. CD100R
Change Order	Board Date	Change Order	Days Extended	Percent	Contractor	Item# Reason	Description	
002	07/23/2013	\$3,815	0		Kaufman Lynn Construction, Inc.	015 Consultant Omission	Provide labor, materials, and equipment to relocate existing City of Fort Lauderdale street light pole that was in direct conflict with the new bus loop entrance ramp.	
002	07/23/2013	\$0	6		Kaufman Lynn Construction, Inc.	017 Unforeseen Condition	Contract documents did not correctly depict location of light pole. Pole had to be relocated to avoid the conflict with bus loop entrance design. Contractor was delayed in the construction process by Tropical Storm Isaac.	
002	07/23/2013	\$0	48		Kaufman Lynn Construction, Inc.	018 Unforeseen Condition	The Contract documents Section 01350 require the contractor to secure the site in the event of a pending tropical weather event. The contractor is entitled to a non-compensable time extension for storm preparations. Contractor's construction schedule was impacted by stop work orders issued by the City of Fort Lauderdale.	
002	07/23/2013	\$-60,177	0		Kaufman Lynn Construction, Inc.	030 Owner Request	The City of Fort Lauderdale issued two formal code violations. These violations stopped specific, critical site work activities. The issue was brought in front of a City Magistrate and it was determined that the City had no jurisdiction to impose any violations on our property pursuant to 1013.371(1)(a) of the Florida Statutes. The appeal process took 48 Calendar days to resolve. The contractor is entitled to a non-compensable time extension for delays that were beyond their control. Contractor to provide credit for closed circuit security system components that were determined to be obsolete and incorrectly identified in the School Board Criteria documents.	
002	07/23/2013	\$9,132	0		Kaufman Lynn Construction, Inc.	031 Consultant Omission	Change in CCTV equipment required to meet digital format requirements. Specified equipment is obsolete. Provide labor, materials, and equipment to add 12 specialty type light fixtures, conduit and wire at new science labs.	
002	07/23/2013	\$3,963	0		Kaufman Lynn Construction, Inc.	033 Consultant Omission	The specified light fixtures in the science area were omitted from the contract documents. Contractor provided labor materials and equipment to modify water main design to avoid conflict with site drainage. Contractor was directed to modify and offset the water main to avoid hitting the french drain.	

07/09/2013

Page 2 of 3

Source: Prolog

Project#	Facility Name	Original Contract/Date	# C.O.'s	Total Changes	Current Contract	Percent Change	Days Extended	Contract Status
09512701	Fort Lauderdale High Remodeling / Renovations	06/07/2011	12	\$68,401	\$15,998,000	0.43 %	39	Active, Des. CD100R

Change Order	Board Date	Change Order	Days Extended	Percent	Contractor	Item# Reason	Description
002	07/23/2013	\$7,424	0		Kaufman Lynn Construction, Inc.	034 Unforeseen Condition	Contractor provided labor materials and equipment to supply and install new sanitary system man hole.
002	07/23/2013	\$6,017	0		Kaufman Lynn Construction, Inc.	035 Consultant Omission	Contractor was directed to supply and install new man hole due to the poor condition of the existing tie in man hole. Tie location man hole was 32 years old and showed significant signs of structural weakness. It was determined that due to its poor condition, it should be completely replaced. Contractor provided labor materials and equipment to reroute the storm drainage piping and structures to avoid conflicts with the covered canopy footings.
002	07/23/2013	\$5,833	0		Kaufman Lynn Construction, Inc.	037 Owner Request	Contractor was directed to re-route drainage lines and structures to coordinate with the covered canopy drawings. Covered canopy was located on Architectural drawings, but not coordinated properly with the civil plans. Contractor to provide labor, materials, and equipment to remove and relocate 25 in-contract built-in cabinets.

Change Order Items

Consultant Error:	\$0
Consultant Omission:	\$26,112
Owner Request:	\$13,807
Unforeseen:	\$28,482
Other:	\$0
Subtotal:	\$68,401

Constructive Change Directives

Consultant Error:	\$0
Consultant Omission:	\$0
Owner Request:	\$0
Unforeseen:	\$0
Other:	\$0
Subtotal:	\$0
Grand Total:	\$68,401

Change in office configurations and furniture layouts required revisions to the built-in casework plan. Surplus casework to be used in storage rooms.

EXHIBIT P

AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date <div style="border: 1px solid black; padding: 2px; text-align: center;">3/17/14</div>	Open Agenda <div style="display: flex; justify-content: space-between;"><input checked="" type="checkbox"/> Yes<input type="checkbox"/> No</div>	Special Order Request <div style="display: flex; justify-content: space-between;"><input type="checkbox"/> Yes<input checked="" type="checkbox"/> No</div>	Agenda Item Number <div style="border: 1px solid black; padding: 2px; text-align: center;">JJ-1</div>
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TITLE:	Change Order #3 Fort Lauderdale High Kaufman Lynn Construction, Inc. Remodeling / Renovations Project No. P.000687
REQUESTED ACTION:	Approve Change Order #3, Fort Lauderdale High, Kaufman Lynn Construction, Inc., Remodeling / Renovations, Project No. P.000687, in the amount of \$216,960, 46 days.
SUMMARY EXPLANATION AND BACKGROUND:	Change Order #3, \$216,960, 46 days Fort Lauderdale High Kaufman Lynn Construction, Inc. Remodeling / Renovations Project No. P.000687 Refer to Exhibits 1 and 3 for detailed information.
SCHOOL BOARD GOALS:	<input type="checkbox"/> • Goal 1: High Quality Instruction <input checked="" type="checkbox"/> • Goal 2: Continuous Improvement <input type="checkbox"/> • Goal 3: Effective Communication
FINANCIAL IMPACT:	The sources of funds are identified in the Adopted District Educational Facilities Plan, Fiscal Years 2013-2014 to 2017-2018.
EXHIBITS: (List)	1. Executive Summary 2. Change Order Analysis 3. Change Order 4. Change Order Summary to date 5. Collaboration Form (Capital Budget)

APPROVED <small>(For Official School Board Records' Office Only)</small>	SOURCE OF ADDITIONAL INFORMATION: Sonja V. Coley, Senior Project Manager Facilities Design & Construction 754-321-1520 <small>Name Phone</small>
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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Shelley N. Meloni, Task Assigned Chief Facilities & Construction Office
Office of Facilities & Construction

Approved in Open Board Meeting on: _____

MAR 17 2014



By: _____

School Board Chair

Change Order Summary

Facility Name: Fort Lauderdale High School

Date: 10/30/13

Project Title: Phased Replacement

Project #: P-000687

F.K.A./P#

Contractor: Kaufman Lynn
Consultant: Manny Synalofski Associates LLC
Sub Consultants:
Mechanical: Delta G. Consulting Engineers Inc.
Structural: Saad Elia El Hage
Electrical: Delta G. Consulting Engineers Inc.
Plumbing: Delta G. Consulting Engineers Inc.
Civil Engineer: Mendez Engineering Design
Landscape: Land Stewardship Co.

Original Contract Amount \$15,998,000

Change Order Allowance (from PFA) \$500,000

Change Order Items

Consultant Error:	\$0	0.00% of original contract amount
Consultant Omission:	\$179,662	1.12% of original contract amount
Owner Request:	\$41,643	0.26% of original contract amount
Unforeseen:	\$64,055	0.40% of original contract amount
Subtotal:	\$285,360	1.78% of original contract amount

Construction Change Directives

Consultant Error:	\$0	0.00% of original contract amount
Consultant Omission:	\$0	0.00% of original contract amount
Owner Request:	\$0	0.00% of original contract amount
Unforeseen:	\$0	0.00% of original contract amount
Subtotal:	\$0	0.00% of original contract amount

Total: \$285,360 1.78% of original contract amount

Change Order:

A written order to the contractor signed by the Superintendent and approved by the School Board and the architect, issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time as originally defined by the contract documents.

Construction Change Directive:

A written order to the contractor signed by the Superintendent and the architect, issued after the execution of the contract, authorizing a change in the work or an adjustment of the contract sum or the contract time as defined by the contract documents. This directive is utilized when the parties cannot mutually agree upon the change. After execution of the work or an agreement between the parties, the change directive is brought back to the School Board for their approval at the next available meeting.

rev. 7/15/10



The School Board of Broward County, Florida
Division of Facilities and Construction Management
1700 S.W. 14th Court
Fort Lauderdale, Florida 33312
(754) 321-1500

Prolog Change Order Listing

Project#	Facility Name	Contract Name	Original Contract /Date	# C.O.'s	Total Changes	Current Contract	Percent Change	Days Extended	Contract Status
09512701	Fort Lauderdale High Remodeling / Renovations		02/12/2008	1	\$0	\$ 16,950,000	0.00 %	85	Active.Des.CD100R
Change Order	Board Date	Change Amount	Days Extended	Percent Change	Contractor	Item# Reason	Description		
001	03/17/2014				Kaufman Lynn Construction, Inc.				
001	02/22/2012	\$0	44		Kaufman Lynn Construction, Inc.	001 Owner Request	Reduction in contract duration. Contractor took longer than allowed to finalize and execute post award documents.		
\$0									
002	03/17/2014				Kaufman Lynn Construction, Inc.				
002	07/23/2013	\$21,058	14		Kaufman Lynn Construction, Inc.	002 Unforeseen Condition	Contractor provided labor, materials, and equipment to adjust the footing size and configuration of the new classroom building. This change was necessitated in order to accommodate an existing sanitary sewer lateral and manhole. Route of sewer lateral was discovered only after excavation of footings. Contractor provided labor, materials, and equipment to extend low voltage conduit feeder system from new pool into the main electrical room of the new administration building. Pool systems were originally designed to feed into existing administration building. This building is scheduled for demolition. Running the pool low voltage systems directly to the new addition will improve the performance of the system by minimizing the distance of the conduit runs. Provide labor, materials, and equipment to re-route storm Drain and add one drain structure.		
002	07/23/2013	\$15,868	3		Kaufman Lynn Construction, Inc.	003 Owner Request			
002	07/23/2013	\$3,185	0		Kaufman Lynn Construction, Inc.	006 Consultant Omission			
002	07/23/2013	\$52,283	12		Kaufman Lynn Construction, Inc.	014 Owner Request	Conflict between the structural and civil drawings. Provide labor, materials, and equipment to install 49 recessed floor boxes to accommodate proposed furniture type in technical labs. Due to the age of the design, contract documents did not reflect current curriculum requirements.		

03/03/2014

Page 1 of 5

Source: Prolog

Project#	Facility Name	Original Contract /Date	# C.O.'s	Total Changes	Current Contract	Percent Change	Days Extended	Contract Status
09512701	Fort Lauderdale High Remodeling / Renovations	06/07/2011	8	\$285,361	\$ 15,998,000	1.78 %	85	Active, Des. CD100R
Change Order	Board Date	Change Amount	Order Days	Percent Change	Contractor	Item# Reason	Description	
002 07/23/2013		\$3,815	0		Kaufman Lynn Construction, Inc.	015 Consultant Omission	Provide labor, materials, and equipment to relocate existing City of Fort Lauderdale street light pole that was in direct conflict with the new bus loop entrance ramp.	
002 07/23/2013		\$0	6		Kaufman Lynn Construction, Inc.	017 Unforeseen Condition	Contract documents did not correctly depict location of light pole. Pole had to be relocated to avoid the conflict with bus loop entrance design. Contractor was delayed in the construction process by Tropical Storm Isaac.	
002 07/23/2013		\$0	48		Kaufman Lynn Construction, Inc.	018 Unforeseen Condition	The Contract documents Section 01350 require the contractor to secure the site in the event of a pending tropical weather event. The contractor is entitled to a non-compensable time extension for storm preparations. Contractor's construction schedule was impacted by stop work orders issued by the City of Fort Lauderdale.	
002 07/23/2013		\$-60,177	0		Kaufman Lynn Construction, Inc.	030 Owner Request	The City of Fort Lauderdale issued two formal code violations. These violations stopped specific, critical site work activities. The issue was brought in front of a City Magistrate and it was determined that the City had no jurisdiction to impose any violations on our property pursuant to 1013.371(1)(a) of the Florida Statutes. The appeal process took 48 Calendar days to resolve. The contractor is entitled to a non-compensable time extension for delays that were beyond their control. Contractor to provide credit for closed circuit security system components that were determined to be obsolete and incorrectly identified in the School Board Criteria documents.	
002 07/23/2013		\$9,132	0		Kaufman Lynn Construction, Inc.	031 Consultant Omission	Change in CCTV equipment required to meet digital format requirements. Specified equipment is obsolete. Provide labor, materials, and equipment to add 12 specialty type light fixtures, conduit and wire at new science labs.	
002 07/23/2013		\$3,963	0		Kaufman Lynn Construction, Inc.	033 Consultant Omission	The specified light fixtures in the science area were omitted from the contract documents. Contractor provided labor materials and equipment to modify water main design to avoid conflict with site drainage.	
002 07/23/2013		\$7,424	0		Kaufman Lynn Construction, Inc.	034 Unforeseen Condition	Contractor was directed to modify and offset the water main to avoid hitting the trench drain. Contractor provided labor materials and equipment to supply and install new sanitary system man hole.	
							Contractor was directed to supply and install new man hole due to the poor condition of the existing tie in man hole. Tie location man hole was 52 years old and showed significant signs of structural weakness. It was determined that due to its poor condition, it should be completely replaced.	

EXHIBIT P

Project#	Facility Name	Contract Name	Original Contract /Date	# C.O.'s	Total Changes	Current Contract	Percent Change	Days Extended	Contract Status
09512701	Fort Lauderdale High Remodeling / Renovations		06/07/2011	15	\$285,361	\$ 15,998,000	1.78 %	85	Active.Des.CD100R
Change Order	Board Date	Change Order Amount	Days Extended	Percent Change	Contractor	Item# Reason	Description		
002 07/23/2013		\$6,017	0		Kaufman Lynn Construction, Inc.	035 Consultant Omission	Contractor provided labor materials and equipment to reroute the storm drainage piping and structures to avoid conflicts with the covered canopy footings. Contractor was directed to re-route drainage lines and structures to coordinate with the covered canopy drawings. Covered canopy was located on Architectural drawings, but not coordinated properly with the civil plans. Contractor to provide labor, materials, and equipment to remove and relocate 25 in-contract built-in cabinets. Change in office configurations and furniture layouts required revisions to the built-in casework plan. Surplus casework to be used in storage rooms.		
002 07/23/2013		\$5,833	0		Kaufman Lynn Construction, Inc.	037 Owner Request	Contractor to provide labor, materials, and equipment to modify exterior poured in place concrete stairs. Additional reinforcing steel and minor dimensional modifications to the stairs were made to increase structural integrity. Provide labor, materials, and equipment to add door, hollow metal frame and hardware to connect principal's and secretary's spaces for increased privacy. Change initiated to increase privacy and security to principal's and secretary's offices. Provide labor, materials, and equipment to make changes to the door and hardware schedule. Pursuant to Architect's Supplemental Instruction #4, these changes were primarily related to modifications of the fire ratings. Rating modifications were made to 9 doors. Rating information was incorrectly identified on contract documents. Also, there were several instances of incorrect hardware and door sizes identified. Door schedule was corrected in Architect's Supplemental Instruction #4 and triggered modification to the door supplier's contract. Provide labor, materials, and equipment to install add drainage to the 2nd and 3rd floor pedestrian bridge with stainless steel rain water leaders connected to downspouts. The original design did not include proper drainage for the pedestrian bridge.		
\$68,401									
003 03/17/2014					Kaufman Lynn Construction, Inc.				
003 03/17/2014		\$9,995	14		Kaufman Lynn Construction, Inc.	007R Consultant Omission			
003 03/17/2014		\$1,884	0		Kaufman Lynn Construction, Inc.	008a Owner Request			
003 03/17/2014		\$5,597	6		Kaufman Lynn Construction, Inc.	008b Consultant Omission			
003 03/17/2014		\$17,809	8		Kaufman Lynn Construction, Inc.	011 Consultant Omission			

Project#	Facility Name	Original Contract /Date	# C.O.'s	Total Changes	Current Contract	Percent Change	Days Extended	Contract Status
09512701	Fort Lauderdale High Remodeling / Renovations	06/07/2011	22	\$285,361	\$ 15,998,000	1.78 %	85	Active.Des.CDI00R
Change Order	Board Date	Change Order Amount	Days Extended	Percent Change	Contractor	Item#Reason	Description	
003 03/17/2014		\$19,048	6		Kaufman Lynn Construction, Inc.	013 Unforeseen Condition	Provide labor, materials, and equipment to install new electrical service to existing track field house.	
003 03/17/2014		\$25,952	0		Kaufman Lynn Construction, Inc.	020 Owner Request	Existing electrical service to the field house was not shown on contract documents or as-built documents. Original service was not properly installed and was damaged by new bus driveway construction. Contractor provided labor, materials, and equipment to make bus drive and parking lot ready for the opening of school. Unanticipated measures were required for temporary occupancy of the bus loop and parking areas. These measures included temporary fencing, parking lot striping, and parking lot lighting.	
003 03/17/2014		\$11,145	0		Kaufman Lynn Construction, Inc.	021 Unforeseen Condition	The summer window to completely construct bus loop and parking areas was impacted by the City of Fort Lauderdale Stop Work Notice. Temporary controls were required to make the area safe and viable for the start of school. Contractor provided labor, materials, and equipment to make repairs to existing fire department connection riser at existing building (5).	
003 03/17/2014		\$11,089	0		Kaufman Lynn Construction, Inc.	022 Consultant Omission	The construction documents required that the contractor connect new fire sprinkler system to existing buildings. Discovery of system components in existing buildings that could not handle increased pressure differential required repair and correction. Contractor provided labor, materials, and equipment to extend fire department connection and fire hydrant to alternative location inside the bus loop.	
003 03/17/2014		\$5,380	0		Kaufman Lynn Construction, Inc.	023 Unforeseen Condition	The construction documents required that the contractor install a new fire department connection to the outside of the bus loop. The location designed was determined to be inappropriate due to fire truck access requirements. The connection was relocated to the inside of the bus loop to enhance fire truck accessibility of the connection and fire hydrant. Contractor provided labor, materials, and equipment to replace existing underground chilled water pipe insulation.	
003 03/17/2014		\$22,084	0		Kaufman Lynn Construction, Inc.	024 Consultant Omission	Contractor discovered during the excavation of the canopy footings, that the existing chilled water piping was void of insulation or the insulation was damaged. Engineer of Record and Building Department recommended new insulation be installed in the areas that were exposed. Provide labor, materials, and equipment to increase overall dimensions of the chiller enclosure.	

During the shop drawing review, it was identified that the chiller enclosure was not large enough to accommodate the specified chiller equipment.

EXHIBIT P

Project#	Facility Name	Original Contract /Date	# C.O.'s	Total Changes	Current Contract	Percent Change	Days Extended	Contract Status
09512701	Fort Lauderdale High Remodeling / Renovations	06/07/2011	28	\$285,361	\$ 15,998,000	1.78 %	85	Active.Des.CD100R
Change Order	Board Date	Change Order Amount	Days Extended	Percent Change	Contractor	Item# Reason	Description	
003 03/17/2014		\$10,183	0		Kaufman Lynn Construction, Inc.	025 Consultant Omission	Contractor provided labor, materials, and equipment to install an additional 11 fire dampers and accessories.	
003 03/17/2014		\$27,256	6		Kaufman Lynn Construction, Inc.	026 Consultant Omission	Contractor was directed to provide additional dampers pursuant to the approval of Architect's Supplemental Instruction #11. Dampers and access panels were inadvertently omitted from the contract documents, but required by the Florida Building Code. Contractor provided labor, materials, and equipment to install a remote generator fueling port.	
003 03/17/2014		\$34,283	0		Kaufman Lynn Construction, Inc.	027 Consultant Omission	Contractor was directed to provide remote fuel port pursuant to Architect's Supplemental Instruction #6. Remote fuel port is a code required item that was inadvertently omitted from the contract documents. Contractor provided labor, materials, and equipment to relocate fire department connection at administration building 240 feet to the south.	
003 03/17/2014		\$1,428	0		Kaufman Lynn Construction, Inc.	032 Consultant Omission	Contractor was directed to relocate connection for improved fire department connection accessibility. Contractor provided labor, materials, and equipment to add lighting circuits to third floor of classroom building.	
003 03/17/2014		\$13,827	6		Kaufman Lynn Construction, Inc.	038 Consultant Omission	Contractor was directed to add the circuits. Display cases were specified with lighting, but not picked up by the electrical drawings. Contractor to provide labor, materials and equipment to add hard plaster ceilings in all group toilet rooms. Specified ceiling in all group toilet rooms was drywall. Change in ceiling type was required to meet current design criteria.	
\$216,960								
Change Order Items		Consultant Error:	Constructive Change Directives		Consultant Error:			
		Consultant Omission:	\$0		Consultant Error:		\$0	
		Owner Request:	\$179,663		Consultant Omission:		\$0	
		Unforeseen:	\$41,643		Owner Request:		\$0	
		Other:	\$64,055		Unforeseen:		\$0	
		Subtotal:	\$0		Other:		\$0	
			\$285,361		Subtotal:		\$0	
					Grand Total:		\$285,361	

AGENDA REQUEST FORM
The School Board of Broward County, Florida

EXHIBIT Q

Meeting Date 6/7/11	Open Agenda <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Time Certain Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Agenda Item Number II-6
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TITLE:

Award of Contract
Kaufman Lynn Construction, Inc.
Fort Lauderdale High School
Phased Replacement
Project No. P.000687 (f.k.a. 0951-27-01)

REQUESTED ACTION:

Approve the recommendations in Exhibit 1 which include the award of a construction contract for Fort Lauderdale High School, Phased Replacement, Project No. P.000687 to the low bidder meeting the bid specifications, Kaufman Lynn Construction, Inc., in the amount of \$15,998,000 and recommendations for the rejection of proposals with material deviations and for the waiver of technicalities and approve the reduction of the budget by \$909,435 from \$22,366,085 to \$21,456,650.

SUMMARY EXPLANATION AND BACKGROUND:

The construction budget is \$17,440,290.

Project Consultant: Manuel Synalovski Associates, LLC.

Contractor: Kaufman Lynn Construction, Inc.

Scope of Work: This Project comprises: demolish existing swimming pool (Bldgs. 15 and 16); demolish existing tennis courts; demolish Buildings 1, 2, and 3; construct two 3-story buildings (one administration and one classroom) of approximately 68,940 gross square feet combined to include administration, three (3) general classrooms, five (5) resource rooms, four (4) science labs and related spaces, 4-classroom ESE suites, one (1) business technology lab, one (1) family and consumer science (ProStart) lab, one (1) health occupations lab, one (1) pre-law public service education lab, custodial spaces, textbook storage, and student, staff and public restrooms. Remodel existing science building (Building 8). Construct new parent drop off and pick up areas and staff/visitor parking. Construct new student parking area on west side of the site to increase parking capacity by 92 spaces. Modify existing temporary bus loop to meet SREF code and ADA standards; ADA modifications will include barricades and covered sidewalk. Remodel existing courtyard for ADA access to gym and auditorium.

Funding in the Adopted District Educational Facilities Plan for the Phased Replacement including the Pool Replacement project is \$26,212,279. The projected cost for the Phased Replacement is \$21,456,650 and for the Pool Replacement is \$3,846,194, totaling \$25,302,844.

SCHOOL BOARD GOALS:

- ☐ Goal One: Raise achievement of all students to ensure graduation from high school and readiness for post-secondary education.
- ☐ Goal Two: Improve the health and wellness of students and personnel.
- ☒ Goal Three: Provide a safe and secure physical and technological environment for all students and employees.
- ☐ Goal Four: Promote innovation which focuses on best practices and quality efforts that improve our best-in-class position.
- ☐ Goal Five: Recruit, develop, retain, and recognize high performing and diverse faculty and personnel.
- ☐ Goal Six: Build strong partnerships with family, business, community and government at the classroom, school, area, and district level.
- ☐ Goal Seven: Ensure district's leadership as an environmental steward through innovative ecology and energy conservation programs.

FINANCIAL IMPACT:

The amount of the contract shall be \$15,998,000. The sources of funds are identified in the Adopted District Educational Facilities Plan, Fiscal Years 2010-2011 to 2014-2015, page 93. This is a Qualified School Construction Bonds project and must follow the Davis Bacon Act. Based on the PFA, the Phased Replacement project at Fort Lauderdale High School is projected to cost \$21,456,650. The budget approved in the Adopted District Educational Facilities Plan is \$22,366,085. The project budget will be reduced by \$909,435 and these funds will be placed in the Capital Reserve. The Capital Reserve will be utilized to fill the revenue shortfalls in the District Educational Facilities Plan.

EXHIBITS: (List)

1. Bid Tabulation
2. Project Funds Allocation Sheet
3. Project Consultant's Recommendation to Award
4. Collaboration Form (Capital Budget)

BOARD ACTION

APPROVED

(For Official School Board Records' Office Only)

SOURCE OF ADDITIONAL INFORMATION

Denis Herrmann, Director
Design & Construction Contracts (754) 321-1675

Name _____ Phone _____

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Thomas E. Lindner, Acting Deputy Superintendent
Facilities and Construction Management Division

JUN - 7 2011

Approved in Open Board Meeting on: _____

By: _____

Bey G. Gubelin

School Board Chair

Revised July 2008
JFN/TEL/DH/JH/PK:allm



EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)
08/29/2011

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

PRODUCER NAME CONTACT PERSON AND ADDRESS Beane & Bennett Construction Risk Specialists 8000 Governors Square Suite 304 Miami Lakes, FL 33016		PHONE (AAC No. Ext): 305-722-2689	COMPANY NAME AND ADDRESS Torus Specialty Insurance Company Harborside Financial Center Plaza Five, Suite #280 Jersey City, NJ 07311		NAIC NO: 44776
FAX (AAC No.):	E-MAIL ADDRESS: Rbennett@bbcrs.com		IF MULTIPLE POLICIES, COMPLETE SEPARATE FORM FOR EACH		
CODE:	SUB CODE:		POLICY TYPE Completed Value Builder's Risk		
AGENCY CUSTOMER ID #			LOAN NUMBER		
NAMED INSURED AND ADDRESS Kaufman Lynn Construction, Inc 606 Banyan Trail Boca Raton, FL 33431			POLICY NUMBER 27807B110ACO		
ADDITIONAL NAMED INSURED(S)			EFFECTIVE DATE 08/01/2011	EXPIRATION DATE 03/01/2013	CONTINUED UNTIL TERMINATED IF CHECKED
			THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION (Use REMARKS on page 2 if more space is required) ☒ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

LOCATION/DESCRIPTION
Fort Lauderdale High School Replacement
1800 NE 4th Avenue, Fort Lauderdale, FL 33305-3002

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAY CLAIMS.

COVERAGE INFORMATION		PERILS INSURED	BASIC	BROAD	<input checked="" type="checkbox"/> SPECIAL	
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$ 17,219,000		DED: 5,000				
		YES	NO	NA		
BUSINESS INCOME	RENTAL VALUE			<input checked="" type="checkbox"/>	Actual Loss Sustained, \$ of months:	
BLANKET COVERAGE			<input checked="" type="checkbox"/>	If YES, LIMIT: \$		
TERRORISM COVERAGE			<input checked="" type="checkbox"/>	Attach Disclosure Notice / DEC		
IS THERE A TERRORISM-SPECIFIC EXCLUSION? IS DOMESTIC TERRORISM EXCLUDED?		<input checked="" type="checkbox"/>				
LIMITED FUNGUS COVERAGE			<input checked="" type="checkbox"/>	If YES, LIMIT: \$100,000 DED: 5,000		
FUNGUS EXCLUSION (If "YES", specify organization's form used)			<input checked="" type="checkbox"/>			
REPLACEMENT COST			<input checked="" type="checkbox"/>			
AGREED VALUE			<input checked="" type="checkbox"/>			
COINSURANCE			<input checked="" type="checkbox"/>	If YES, %		
EQUIPMENT BREAKDOWN (If Applicable)			<input checked="" type="checkbox"/>	If YES, LIMIT: DED:		
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg		<input checked="" type="checkbox"/>				
- Demolition Costs		<input checked="" type="checkbox"/>		If YES, LIMIT: \$2,400,000 DED: 5,000		
- Incr. Cost of Construction		<input checked="" type="checkbox"/>		If YES, LIMIT: \$2,400,000 DED: 5,000		
EARTH MOVEMENT (If Applicable)		<input checked="" type="checkbox"/>		If YES, LIMIT: \$17,219,000 DED: 50,000		
FLOOD (If Applicable)		<input checked="" type="checkbox"/>		If YES, LIMIT: \$10,000,000 DED: 250,000		
WIND / HAIL (If Subject to Different Provisions)		<input checked="" type="checkbox"/>		If YES, LIMIT: \$17,219,000 DED: 5,000		
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS		<input checked="" type="checkbox"/>				
Named Windstorm Coverage		<input checked="" type="checkbox"/>		\$17,219,000 (See Page 2)		

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ADDITIONAL INTEREST

MORTGAGEE	CONTRACT OF SALE	LENDER SERVING AGENT NAME AND ADDRESS
LENDER'S LOSS PAYABLE	Additional Insured & Certificate Holder	
NAME AND ADDRESS The School Board of Broward County, Florida 600 Southeast Third Ave. Ft. Lauderdale, FL 33301.		AUTHORIZED REPRESENTATIVE Richard Bennett CPOU, ARM, ARE, CRIS

ACORD 28 (2006/07)

Page 1 of 2

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EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)
03/11/2013

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PRODUCER NAME CONTACT PERSON AND ADDRESS Beane & Bennett Construction Risk Specialists 8000 Governors Square Suite 304 Miami Lakes, FL 33016		PHONE (Alt. No. Ext.) 305-722-2689	COMPANY NAME AND ADDRESS Torus Specialty Insurance Company Harborside Financial Center Plaza Five, Suite #290 Jersey City, NJ 07311		NAICNO: 44776
FAX (Alt. No.)	E-MAIL ADDRESS: Rbennett@bbcrs.com		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH		
CODE:	SUB CODE:		POLICY TYPE Completed Value Builder's Risk		
AGENCY CUSTOMER ID#: NAMED INSURED AND ADDRESS Kaufman Lynn Construction, Inc. 606 Banyan Trail Boca Raton, FL 33431			LOAN NUMBER		POLICY NUMBER 27607B110ACO
ADDITIONAL NAMED INSURED(S)			EFFECTIVE DATE 09/01/2011	EXPIRATION DATE 06/30/2013	CONTINUED UNTIL TERMINATED IF CHECKED
			THIS REPLACES PRIOR EVIDENCE DATED		

PROPERTY INFORMATION (Use REMARKS on page 2, if more space is required) ☒ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

LOCATION/DESCRIPTION
Fort Lauderdale High School Replacement
1600 NE 4th Avenue, Fort Lauderdale, FL 33305-3002

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION		PERILS INSURED	BASIC	BROAD	<input checked="" type="checkbox"/> SPECIAL	
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$ \$17,219,000		DED: 5,000				
		YES	NO	N/A		
BUSINESS INCOME	RENTAL VALUE				If YES, LIMIT: Actual Loss Sustained; # of months:	
BLANKET COVERAGE			<input checked="" type="checkbox"/>		If YES, LIMIT: Indicate value(s) reported on property identified above: \$	
TERRORISM COVERAGE			<input checked="" type="checkbox"/>		Attach Disclosure Notice / DEC	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?		<input checked="" type="checkbox"/>				
IS DOMESTIC TERRORISM EXCLUDED?		<input checked="" type="checkbox"/>				
LIMITED FUNGUS COVERAGE		<input checked="" type="checkbox"/>			If YES, LIMIT: \$100,000 DED: 5,000	
FUNGUS EXCLUSION (If "YES", specify organization's form used)			<input checked="" type="checkbox"/>			
REPLACEMENT COST		<input checked="" type="checkbox"/>				
AGREED VALUE			<input checked="" type="checkbox"/>			
COINSURANCE			<input checked="" type="checkbox"/>		If YES, %	
EQUIPMENT BREAKDOWN (If Applicable)			<input checked="" type="checkbox"/>		If YES, LIMIT: DED:	
ORDINANCE OR LAW	- Coverage for loss to undamaged portion of bldg	<input checked="" type="checkbox"/>				
	- Demolition Costs	<input checked="" type="checkbox"/>			If YES, LIMIT: \$2,400,000 DED: 5,000	
	- Incr. Cost of Construction	<input checked="" type="checkbox"/>			If YES, LIMIT: \$2,400,000 DED: 5,000	
EARTH MOVEMENT (If Applicable)		<input checked="" type="checkbox"/>			If YES, LIMIT: \$17,219,000 DED: 50,000	
FLOOD (If Applicable)		<input checked="" type="checkbox"/>			If YES, LIMIT: \$10,000,000 DED: 250,000	
WIND / HAIL (If Subject to Different Provisions)		<input checked="" type="checkbox"/>			If YES, LIMIT: \$17,219,000 DED: 5,000	
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS		<input checked="" type="checkbox"/>				
Named Windstorm Coverage		<input checked="" type="checkbox"/>			\$17,219,000 (See Page 2)	

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ADDITIONAL INTEREST

MORTGAGEE	CONTRACT OF SALE	LENDER SERVICING AGENT NAME AND ADDRESS
LENDERS LOSS PAYABLE	<input checked="" type="checkbox"/> Additional Insured & Certificate Holder	
NAME AND ADDRESS The School Board of Broward County, Florida 600 Southeast Third Ave. Ft. Lauderdale, FL 33301.		AUTHORIZED REPRESENTATIVE Richard Bennett CPCU, ARM, ARE, CRIS



EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)
06/25/2013

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

PRODUCER NAME, CONTACT PERSON AND ADDRESS Beane & Bennett Construction Risk Specialists 8000 Governors Square Suite 304 Miami Lakes, FL 33016		PHONE (A/C No. Ext.) 305-722-2689	COMPANY NAME AND ADDRESS Torus Specialty Insurance Company Harborside Financial Center Plaza Five, Suite #290 Jersey City, NJ 07311	NAIC NO: 44776
FAX (A/C No.):	E-MAIL ADDRESS: Rbennett@bbcrs.com		MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
CODE:	SUB CODE:		POLICY TYPE Completed Value Builder's Risk	
AGENCY CUSTOMER ID #:			LOAN NUMBER	POLICY NUMBER 27607B110ACO
NAMED INSURED AND ADDRESS Kaufman Lynn Construction, Inc 606 Banyan Trail Boca Raton, FL 33431			EFFECTIVE DATE 09/01/2011	EXPIRATION DATE 10/31/2013
ADDITIONAL NAMED INSURED(S)			CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION (Use REMARKS on page 1, if more space is required) ☒ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

LOCATION/DESCRIPTION
Fort Lauderdale High School Replacement
1800 NE 4th Avenue, Fort Lauderdale, FL 33305-3002

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION		PERILS INSURED	BASIC	BROAD	<input checked="" type="checkbox"/> SPECIAL	
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$ 517,219,000		DED: 5,000				
		YES	NO	N/A		
BUSINESS INCOME	RENTAL VALUE				If YES, LIMIT: Actual Loss Sustained; # of months:	
BLANKET COVERAGE			<input checked="" type="checkbox"/>		If YES, indicate value(s) reported on property identified above: \$	
TERRORISM COVERAGE			<input checked="" type="checkbox"/>		Attach Disclosure Notice / DEC	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?			<input checked="" type="checkbox"/>			
IS DOMESTIC TERRORISM EXCLUDED?			<input checked="" type="checkbox"/>			
LIMITED FUNGUS COVERAGE			<input checked="" type="checkbox"/>		If YES, LIMIT: \$100,000 DED: 5,000	
FUNGUS EXCLUSION (If "YES", specify organization's form used)			<input checked="" type="checkbox"/>			
REPLACEMENT COST			<input checked="" type="checkbox"/>			
AGREED VALUE			<input checked="" type="checkbox"/>			
COINSURANCE			<input checked="" type="checkbox"/>		If YES, %	
EQUIPMENT BREAKDOWN (If Applicable)			<input checked="" type="checkbox"/>		If YES, LIMIT: DED:	
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg		<input checked="" type="checkbox"/>				
- Demolition Costs		<input checked="" type="checkbox"/>			If YES, LIMIT: \$2,400,000 DED: 5,000	
- Incr. Cost of Construction		<input checked="" type="checkbox"/>			If YES, LIMIT: \$2,400,000 DED: 5,000	
EARTH MOVEMENT (If Applicable)		<input checked="" type="checkbox"/>			If YES, LIMIT: \$17,219,000 DED: 50,000	
FLOOD (If Applicable)		<input checked="" type="checkbox"/>			If YES, LIMIT: \$10,000,000 DED: 250,000	
WIND / HAIL (If Subject to Different Provisions)		<input checked="" type="checkbox"/>			If YES, LIMIT: \$17,219,000 DED: 5,000	
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS		<input checked="" type="checkbox"/>				
Named Windstorm Coverage		<input checked="" type="checkbox"/>			\$17,219,000 (See Page 2)	

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ADDITIONAL INTEREST

MORTGAGEE	CONTRACT OF SALE	LENDER SERVICING AGENT NAME AND ADDRESS
LENDER'S LOSS PAYABLE	<input checked="" type="checkbox"/> Additional Insured & Certificate Holder	
NAME AND ADDRESS The School Board of Broward County, Florida 600 Southeast Third Ave. Ft. Lauderdale, FL 33301.		AUTHORIZED REPRESENTATIVE Richard Bennett CPCU, ARM, ARe, CRIS



EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)
11/18/2013

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

PRODUCER NAME CONTACT PERSON AND ADDRESS Beane & Bennett Construction Risk Specialists 8000 Governors Square Suite 304 Miami Lakes, FL 33016		PHONE (A/C, No, Ext): 305-722-2889	COMPANY NAME AND ADDRESS Seneca Specialty Insurance Company 160 Water Street New York, NY 10038		NAIC NO: 10729
FAX (A/C, No):	E-MAIL ADDRESS: Rbennett@bbcrs.com		IF MULTIPLE COMPANIES - COMPLETE SEPARATE FORM FOR EACH		
CODE:	SUB CODE:		POLICY TYPE Completed Value Builder's Risk		
AGENCY CUSTOMER ID #:			LOAN NUMBER	POLICY NUMBER SBR9000059	
NAMED INSURED AND ADDRESS Kaufman Lynn Construction, Inc 606 Banyan Trail Boca Raton, FL 33431			EFFECTIVE DATE 11/01/2013	EXPIRATION DATE 06/01/2014	CONTINUED UNTIL TERMINATED IF CHECKED
ADDITIONAL NAMED INSURED(S)			THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION (Use REMARKS on page 2, if more space is required) ☒ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

LOCATION/DESCRIPTION
Fort Lauderdale High School Interior Renovation
1600 NE 4th Avenue, Fort Lauderdale, FL 33305-3002

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION		PERILS INSURED	BASIC	BROAD	<input checked="" type="checkbox"/> SPECIAL	
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$		\$2,050,000				DED: 5,000
		YES	NO	N/A		
BUSINESS INCOME	RENTAL VALUE				<input checked="" type="checkbox"/> IF YES, LIMIT:	Actual Loss Sustained; # of months:
BLANKET COVERAGE			<input checked="" type="checkbox"/>			If YES, Indicate value(s) reported on property identified above: \$
TERRORISM COVERAGE			<input checked="" type="checkbox"/>			Attach Disclosure Notice / DEC
IS THERE A TERRORISM-SPECIFIC EXCLUSION?			<input checked="" type="checkbox"/>			
IS DOMESTIC TERRORISM EXCLUDED?			<input checked="" type="checkbox"/>			
LIMITED FUNGUS COVERAGE			<input checked="" type="checkbox"/>		If YES, LIMIT: \$100,000	DED: 5,000
FUNGUS EXCLUSION (If "YES", specify organization's form used)			<input checked="" type="checkbox"/>			
REPLACEMENT COST			<input checked="" type="checkbox"/>			
AGREED VALUE			<input checked="" type="checkbox"/>			
COINSURANCE			<input checked="" type="checkbox"/>		If YES, %	
EQUIPMENT BREAKDOWN (If Applicable)			<input checked="" type="checkbox"/>		If YES, LIMIT:	DED:
ORDINANCE OR LAW	- Coverage for loss to undamaged portion of bldg		<input checked="" type="checkbox"/>			
	- Demolition Costs		<input checked="" type="checkbox"/>		If YES, LIMIT: \$500,000	DED: 5,000
	- Intr. Cost of Construction		<input checked="" type="checkbox"/>		If YES, LIMIT: \$500,000	DED: 5,000
EARTH MOVEMENT (If Applicable)			<input checked="" type="checkbox"/>		If YES, LIMIT: \$2,050,000	DED: 50,000
FLOOD (If Applicable)			<input checked="" type="checkbox"/>		If YES, LIMIT: \$2,050,000	DED: 250,000
WIND / HAIL (If Subject to Different Provisions)			<input checked="" type="checkbox"/>		If YES, LIMIT: \$2,050,000	DED: 5,000
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS			<input checked="" type="checkbox"/>			
Named Windstorm Coverage			<input checked="" type="checkbox"/>		\$2,050,000 (See Page 2)	

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ADDITIONAL INTEREST

MORTGAGEE	CONTRACT OF SALE	LENDER SERVICING AGENT NAME AND ADDRESS
LENDERS LOSS PAYABLE	<input checked="" type="checkbox"/> Additional Insured & Certificate Holder	
NAME AND ADDRESS The School Board of Broward County, Florida 600 Southeast Third Ave. Ft. Lauderdale, FL 33301.		
		AUTHORIZED REPRESENTATIVE Richard Bennett CPCU, ARM, ARE, CRIS

EXHIBIT R-5

Printed by: Gerardo Usallan
Thursday, April 17, 2014 12:57:59 PM

From: April Kowalski
Subject: Re: Ft. Lauderdale HS - P000687 Builders Risk Insurance
To: Robert Goode
Cc: Aston A. Henry Patrick O. Reilly Gerardo Usallan
Attachments: Kaulman Lynn Builders Risk COIs FTL HS.pdf / Adobe Acrobat Document (1.9M)

Good afternoon Robert,

Please find attached, all Evidence of Builders Risk coverage that we have for the Fort Lauderdale High School Renovation in our certificate tracking system.

Should you have any questions, please do not hesitate to call me.

April Kowalski, AAI
Arthur J. Gallagher Risk Management Services, Inc.
Client Service Representative - Broward County Public Schools
Risk Management Division
600 SE Third Avenue, Fort Lauderdale, FL 33301
april.kowalski@browardschools.com
754.321.1916

Robert Goode writes:

Hi Aston, we were searching prolog for the subject builders risk certificate for the 520 Contractor Agreement Form and the related NTP 11/15/11 start date. We found your attached 8/30/11 letter and related insurance certificates, but was unable to find the builders risk certificate.

Please provide us a copy of the builders risk insurance certificate for the original NTP and all other renewal certificates continuing the coverage to date. Thanks, Bob

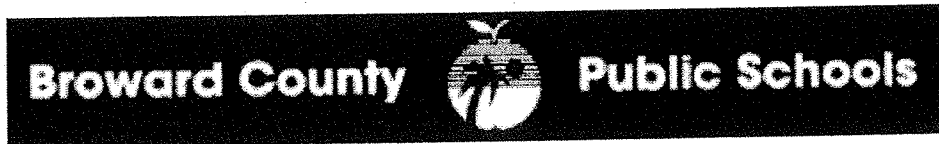
Robert L. Goode
Manager, Facility Audits
Office: 754-321-2407
Fax: 754-321-2749
robert.goode@browardschools.com

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Printed by: Gerardo Usallan
Thursday, April 17, 2014 12:57:59 PM

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**The School Board of Broward County, Florida
Operational Review of
Facilities and Construction Management**

June 21, 2012

Prepared By:



Assurance • Tax • Consulting

EXECUTIVE SUMMARY
Design and Construction Oversight and Management Processes

We have conducted our Operational Review of the Facilities and Construction Management (F&CM) department utilizing nine (9) sub-processes and areas as outlined in our engagement letter. Our compliance testing was focused on the Parkway Middle School and Walker Elementary School projects, as well as overall departmental policies and procedures for each of the processes in scope.

What our procedures revealed was a general lack of consistency between the F&CM's current policies and what we have identified as best practice in the industry. The matrix below outlines the Risk Ratings for each observation and identifies whether the observation is related to compliance or a best practice. This evaluation addresses the severity of the observation and the potential impact on the operations. Items are rated as High, Moderate, or Low.

- *High – Risk Items* are considered to be of immediate concern and could cause significant operational issues if not addressed in a timely manner.
- *Moderate Risk Items* may also cause operational issues and do not require immediate attention, but should be addressed as soon as possible.
- *Low – Risk Items* could escalate into operational issues, but can be addressed through the normal course of conducting business.

Sub-Process / Area	Risk Rating and Number of Process Observations			
	High	Moderate	Low	Total
Architectural Contract Development		4		4
Design Oversight		2		3
Construction Contract Development		3	1	13
Guaranteed Maximum Price Development		1		3
Project Scheduling			2	2
Payment Application Review and Approval		1	1	7
Change Order Review and Approval		1		5
Owner Project Management		1	2	4
Closeout				2
Total	24	13	6	43
Observation Type	Risk Rating and Number of Process Observations			
	High	Moderate	Low	Total
Compliance Observation			2	7
Best Practices Observation		13	4	36

Payment Application Review and Approval Process - continued

29. Pay Application Review Responsibility – Best Practice

In association with Observations #27 & 28, we noted a general misunderstanding or significant "gaps" in departmental responsibilities in the pay application review process. As noted in Observation #29, this led to the failure to perform necessary reconciliations and reviews on 7 out of 48 applications that are specifically designed to mitigate the risk of overpayment.

We recommend F&CM utilize a checklist to document reviews and reconciliations performed throughout the pay application review process. This checklist will serve both as documentation of work performed and as a reference to employees, helping ensure proper review and support of all payments. A Pay Application Checklist (**Exhibit A**) has been attached to this report to assist F&CM in implementing this recommendation.

Response: F&CM agrees with the recommendation, however, further review is necessary to identify areas where "gaps" may have occurred.

ECD: Immediately

Responsible Party: Executive Director, Facilities Design and Construction and Director, Capital Budget

30. Schedule of Value Modification Tracking – Compliance

During our review procedures, we identified monthly line item shifting within the schedule of values on the payment application. Through our interviews and procedures, it was determined Project Managers (and other pay application reviewers) are not approving or reviewing support for the transfer of amounts among line item categories in the GMP / Schedule of Values. Article 8.1 of the CM at Risk Agreement states that the CM may only modify the schedule of values for subcontracts (related to buyout), approved change orders and change directives.

Allowing the Construction Manager to freely reclassify line items in the schedule of values can result in an increased complexity to the buyout reconciliation process, as well as the unauthorized use of Owner savings by the CM.

In association with Observations #12, 28, and 29, we recommend that F&CM institute a policy requiring Project Management to obtain from the CM a monthly reconciliation of all movement within the schedule of values and that this document be approved by F&CM in writing.

As a part of this reconciliation, we recommend the Construction Manager be required to provide any and all supporting documentation reasonably required by the Owner as evidence of any buyout savings identified as a part of the requested schedule of values reclassification.

Exhibit G: Schedule of Values Template has been provided to assist the F&CM in the implementation of this recommendation.

Response: F&CM agrees with the recommendation.

ECD: Immediately

Responsible Party: Executive Director, Facilities Design and Construction and Director, Capital Budget



**The School Board of Broward County, Florida
Follow up to the
Operational Review of the
Office of Facilities and Construction**

February 28, 2013

Prepared By:

Assurance • Tax • Consulting

EXECUTIVE SUMMARY

Design and Construction Oversight and Management Processes Follow Up

We have conducted the follow up to our Operational Review of the Office of Facilities and Construction (OFC) as outlined in the objectives and approach section below. Our procedures consisted of inquiry, observation and / or inspection as they pertained to our assessment of the written responses provided to us by facilities management in our report dated June 21, 2012.

What our procedures revealed was a collection of adequately designed processes and controls developed by Facilities Management in direct response to the 43 observations / recommendations contained in our previously issued report. However, in some instances, Facilities Management has not fully implemented the processes and controls designed to mitigate the identified risks reflected in our observations contained in our previous report. The matrix below outlines the assessment for each observation / recommendation organized by Risk Rating:

Follow-up Assessment						
Redline Recommendations			Non-Redline Recommendations			
Risk Rating	Implemented	Not Implemented	Implemented	Implemented, not in use	Not Implemented	Ongoing
	8	1	12	2	1	-
Moderate	7	-	3	3	-	-
Low	-	1	1		2	2
Total	15	2	16	5	3	2

Follow-up Assessment

- Implemented* – the results of our procedures indicate the controls or processes proposed by Facilities Management have been implemented. (Observations: 1-4, 8-16, 19-24, 27, 28, 31-37, 41-43)
- Implemented, but not in use, - the results of our procedures indicate the controls or processes proposed by Facilities Management have been implemented but have not had the opportunity to be put into use. The Office of the Chief Auditor should consider incorporating these five items in future internal audits going forward. (Observations: 5, 7, 30, 38)
- Not Implemented – the results of our procedures indicate the controls or processes proposed by Facilities Management have not been implemented. (Observations: 17, 18, 25, 26, 29)
- Ongoing – the nature of the observation / recommendation or Facilities Management's response to the observation / recommendation does not warrant formal follow up at this time. (Observations: 39, 40)

* Recommendations relating to contract redlines are considered implemented for the purposes of this report due to the fact that Management has accepted our redline language and had the revised contracts submitted to and deemed acceptable by General Counsel; however, the School Board must approve the revised contracts before they can be utilized.

Payment Application Review and Approval Process - continued

29. Pay Application Review Responsibility – Best Practice	
<p>In association with Observations #27 & 28, we noted a general misunderstanding or significant "gaps" in departmental responsibilities in the pay application review process. As noted in Observation #29, this led to the failure to perform necessary reconciliations and reviews on 7 out of 48 applications that are specifically designed to mitigate the risk of overpayment.</p>	<p>We recommend OFC utilize a checklist to document reviews and reconciliations performed throughout the pay application review process. This checklist will serve both as documentation of work performed and as a reference to employees, helping ensure proper review and support of all payments. A Pay Application Checklist (Exhibit A) has been attached to this report to assist OFC in implementing this recommendation.</p> <p>Status: Not Implemented</p> <p>Facilities Management has developed a new nine-step procedure for processing applications for payment which includes the assignment of specific tasks by department as well as the use of the pay application review checklist provided by McGladrey in accordance with our previously issued report.</p> <p>Management has also developed new pay application review procedures as noted above. These procedures include a use of the pay application review checklist provided by McGladrey in accordance with our previously issued report.</p> <p>McGladrey performed a review of the documented procedures, noting that this recommendation had not been properly implemented on current projects.</p> <p>Update: During the reporting phase of our engagement, Facilities Management provided McGladrey with documentation reflecting that the pay application checklist had been circulated and utilized by project management. The implementation of this recommendation was performed subsequent to the completion of the follow up phase of this engagement and therefore could not be considered implemented for the purposes of this report.</p>

Management Response: 2/23/2013

Staff has taken the steps necessary to correct this noncompliance issue through implementation of the invoice checklist and review prior to processing invoices. Management is monitoring Staff compliance with this contractual requirement and shall hold those responsible for enforcing this requirement accountable through progressive discipline, if necessary.

**SCHOOL BOARD OF BROWARD COUNTY
Review of the
SW Area Bus Parking Facility, Pembroke Pines
Project No. 9335-91-01**

**Harvey, Branker & Associates, L.L.C.
3816 Hollywood Boulevard
Suite 203
Hollywood, Florida 33021
Phone (954)966-4435
Fax (954) 962-7747**

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III. DETAILED OBSERVATIONS

The following sections provide detailed information regarding observations made during this review.

1.0 Payment and Performance Bond Riders

Observation

During our review, we noted that Payment and Performance Bond riders were not provided by the contractor with each change order/amendment as required by the agreement. Without a properly executed Payment and Performance Bond rider in accordance with the contract requirements, the School Board can be exposed to additional costs associated with the performance of the contract and payment of contractor provided labor and materials. The oversight was realized during our review and the contractor took the required action. A Payment and Performance Bond rider was issued on December 20, 2007 for the revised contract amount of \$8,314,127.

Background

Article 7.02 of Agreement Form (Document 00520) with the General Contractor requires that the Contractor provide bonds, for one hundred per cent (100%) of the Contract price guaranteeing the performance and payment of all persons providing labor and materials in connection with the contract. In addition, Article 33.02.04 of General Conditions of the Contract (Document 00700) requires that the Contractor notify and obtain consent and approval from Contractor's surety with reference to all change orders.

Recommendation

We recommend that the Facilities and Construction Management Division strengthen procedures for the review and retention of Payment and Performance Bond riders during the entire contract term. This procedure should ensure that contractors submit corresponding Payment and Performance Bond riders reflecting the revised contract amount whenever a contract change is made to protect the School Board's assets throughout the construction of the project as required by the contract.

Administrative Response

See Section IV (page 10) for administrative responses.

2.0 Builder's Risk Insurance**Observation**

During our review, we noted that the Contractor did not provide Builder's Risk insurance coverage for contract amendment #1 approved by the Board on March 7, 2006. Without a Builder's Risk insurance policy in accordance with the contract requirements, the School Board can be exposed to additional risks associated with the perils of fire, vandalism, and malicious mischief. The oversight was realized during our review and the F&CM project manager took the required action. A Builder's Risk insurance policy was issued on November 13, 2007 for the value of the structures in amendment #1.

Background

Builder's Risk insurance is specialized property insurance covering losses to building structures during construction. Article 42.05 of General Conditions of the Contract (Document 00700) requires that "the Contractor shall carry at no additional expense to the Owner, Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief and those included in extended coverage in the amount of one hundred per cent (100%) of the values at risk. Such policies shall be written to protect the Contractor and the Owner as their interest may appear." Since the original contract awarded by the Board was for site work only, a Builder's Risk insurance policy was not required. However, the subsequent award of Amendment #1 on March 7, 2006, adding two buildings to the project, required the procurement of a Builder's Risk policy by the contractor.

Recommendation

We recommend that the Facilities and Construction Management Division strengthen procedures for the review and acceptance of Builder's Risk Insurance policies during the construction contract term. This procedure should ensure that contractors submit proof of Builder's Risk insurance coverage for the respective contract value prior to the start of construction thereby mitigating the School Board's risk of financial loss.

Administrative Response

See Section IV (page 10) for administrative responses.

4.0 Change Order and Amendment Document Processing

Observation

During our review, we noted that 4 out of 12 (33%) change orders/amendment (CO#2, CO#3, Amendment #1 and CO#9) were not timely processed and the final completion date expired prior to the contract change being approved by the Board. Without a timely executed change order (contract amendment) in accordance with the contract requirements, the School Board can be exposed to respective risks associated with project delays and/or liquidated damages and may not be able to recover damages associated with same. It is important to note that our review of the supporting documentation for the four change orders/amendments revealed that two change order requests were processed prior to the final completion date expired.

Background

Article 33.04 B of General Conditions of the Contract (Document 00700) requires that "all change orders will require prior Board approval, except in emergency cases as declared by the Superintendent, or where the change order in question would be in the form of a credit, thereby reducing the adjusted contract amount."

Recommendation

We recommend that the Facilities and Construction Management Division strengthen procedures for the completion and processing of change orders and amendments during the construction contract term. This procedure should ensure that all contract change orders/amendments are processed timely for approval by the School Board.

Administrative Response

See Section IV (page 10) for administrative responses.

Facilities & Construction Management

Michael C. Garretson
Deputy Superintendent

March 14, 2008

TO: Patrick Reilly
Chief Auditor

FROM: Michael C. Garretson
Deputy Superintendent

Signature on File

SUBJECT: SW AREA BUS PARKING FACILITY AUDIT

1.0 PAYMENT AND PERFORMANCE BOND RIDERS

RECOMMENDATION:

We recommend that the Facilities and Construction Management Division strengthen procedures for the review and retention of Payment and Performance Bond riders during the entire contract term. This procedure should ensure that contractors submit corresponding Payment and Performance Bond riders reflecting the revised contract amount whenever a contract change is made to protect the School Board's assets throughout the construction of the project as required by the contract.

ADMINISTRATIVE RESPONSE:

We agree with the observation. As a result of this audit, staff has met with the Risk Management Department and implemented reporting changes between the two departments to correct this oversight. The Risk Management Department will be notified immediately of all changes to the contract scope of work and sum. The contractor will be required to provide proof at each progress payment, that bonds have been adjusted accordingly to reflect the current contract scope of work and contract payment.

2.0 Builder's Risk Insurance

Recommendation:

We recommend that the Facilities and Construction Management Division strengthen procedures for the review and acceptance of Builder's Risk Insurance policies during the construction contract term. This procedure should ensure that contractors submit proof of Builder's Risk Insurance coverage for the respective contract value prior to the start of construction, thereby mitigating the School Board's risk of financial loss.

Administrative Response:

1700 SW 14th Court -- Ft. Lauderdale, FL 33312
Phone: 754-321-1517 Fax: 754-321-1681

We agree with the observation. The Construction Contract was awarded for "Site Work", which didn't require Builders Risk Insurance. Vertical Construction was added by Contract Amendment 1, on March 7, 2006. The construction contract will be revised to require proof from the contractor that increased insurance coverage has been obtained at each payment requisition. Additionally, the Risk Management Department is being copied on all change order letters to better coordinate insurance coverage.

3.0 Authorization to Proceed (ATP's)

Recommendation:

We recommend that the Facilities and Construction Management Division strengthen procedures for the completion and processing of consultant ATP's during the construction contract term. This procedure should ensure that all future consultant ATP's include the contractually required details regarding the work to be performed (i.e. scope of work, time for completion and fee authorized).

Administrative Response:

We agree with the observation. Additional staff training has been implemented to ensure all Authorizations to Proceeds for consulting work include a well defined scope of work, schedule and a "Not to Exceed Cost" or agreed upon lump sum.

4.0 Change Order and Amendment Document Processing

Recommendation:

We recommend that the Facilities and Construction Management Division strengthen procedures for the completion and processing of change orders and amendments during the construction contract term. This procedure should ensure that all contract change orders/amendments are processed timely for approval by the School Board.

Administrative Response:

We agree with the observation. Whenever possible, the Facilities and Construction Management Department endeavors to process all change orders by the next available board meeting. This procedure will be re-addressed with staff and re-enforced to minimize project delays.

MCG/JR/sat

cc: Juana Romaniuk, Project Manager III



Agreed-Upon Procedures

Various Americans with
Disabilities Act Renovation
Projects

&

Various Department of Justice
Mandated Americans with
Disabilities Act Corrections
Projects

SCHOOL BOARD OF BROWARD COUNTY

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School Board of Broward County
Various Americans with Disabilities Act Renovation Projects

Exhibit A

Schedule of Specific Findings and Recommendations

Project 1 - Horizon Elementary School – New Fire Sprinkler Protection System and ADA Restroom Renovation
Design consultant – Jacobs Engineering Group
Contractor – SA Consultants LLC

Finding A:

This job was given two project numbers by the District. One was given for the ADA restroom renovation project and another for the fire sprinkler protection project. However, these projects were bundled into one contract. During the application of our procedures we located information in both project files.

Recommendation:

Once a contract has been executed and the work is to commence, the District should ensure that there is only one project file for each contract. This will ensure that all of the pertinent documentation is readily accessible to the District for review and reference.

Management Response:

Facilities and Construction Management agrees with this recommendation and has implemented same.

Finding B:

Contractor change order numbers 1 and 2 did not have sufficient back up in the file to determine whether or not it was priced in accordance with the terms of the contract. While the increase may be contracted as a lump sum, the supporting documentation should include adequate detail for evaluation of material costs, labor and equipment rates, and markups

Recommendation:


Prior to accepting a change order and submitting it for Board approval, the Project Manager should review all change orders and supporting documentation for sufficient documentation in compliance with the terms of the Agreement. Article 33.02.08b states the following, "...a breakdown of the estimated costs comprising the lump sum price may be required by the Project Consultant for his review. Percentage for overhead and profit shall be determined in accordance with the method listed for COST PLUS PRICE, in subparagraph c. below." This information may be essential in evaluating the pricing of the change order. If the documentation is deficient, the change order should be returned to the contractor and appropriate documentation obtained prior to acceptance.

Management Response:

Facilities and Construction Management agrees with this recommendation. Since March 2010, every change order is reviewed by staff estimators to determine validity of cost data and is then discussed at each Agenda Preparation Group (APG) meeting to ensure proper explanation and justification. APG consists of representatives from the Legal, Audit, Construction, Capital Budget, Contracts and Design Departments.

Printed by: **Gerardo Usallan**
Tuesday, April 15, 2014 1:55:21 PM

From: **Shelley N. Meloni**

Tuesday, April 15, 2014 12:28:10 PM 

Subject: Re: Ft. Lauderdale HS Phased Replacement Project #P000687

To: **Patrick O. Reilly**

Cc: **Mickey Aviles**  Const  Pat M.

Pat:

The letters were prepared, however, they had not been sent out. They will be sent out immediately.

Shelley N. Meloni, R.A, NCARB, LEED® AP
Task Assigned Chief Facilities & Construction Officer
Office of Facilities & Construction
The School Board of Broward County, Florida
(754) 321-1515

Under Florida law, e-mail addresses, and all communications, including e-mail communications, made or received in connection with the transaction of School Board business are public records, which must be retained as required by law and must be disclosed upon receipt of a public records request, except as may be excluded by federal or state laws. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Patrick O. Reilly on Tuesday, April 15, 2014 at 9:20 AM -0400 wrote:

Shelley,

As part of our ongoing review of the Fort Lauderdale HS Phased Replacement Project No. P000687, we are requesting copies of the Performance & Payment Bond Riders and Builder's Risk Insurance increase for the following Change Orders:

1. Change Order No. 002 for \$68,401, approved by the Board on July 23, 2013;
2. Change Order No. 003 for \$216,960, approved by the Board on March 17, 2014.

Thank you,

**Patrick Reilly, Chief Auditor
Office of the Chief Auditor**

Printed by: Gerardo Usallan
Tuesday, April 15, 2014 1:55:21 PM

Office (754) 321-2400
Fax (754) 321-2719
patreilly@browardschools.com

Under Florida law, email addresses are public records. Your email address and the contents of any email sent to the sender of this communication will be released in response to any request for public records, except as excluded by F.S. 119.071, 1002.22(3) (d) [student records], or any other law of the State of Florida. If you do not want your email address to be released as part of any public records request, do not send email to this address, rather contact this office by phone or in writing.

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

EXHIBIT W

Meeting Date 5/6/14	Open Agenda <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Special Order Request Yes <input checked="" type="checkbox"/> No	Agenda Item Number JJ-1
-------------------------------	--	---	-----------------------------------

TITLE: <p align="center">Change Order #4 Fort Lauderdale High Kaufman Lynn Construction, Inc. Remodeling / Renovations Project No. P.000687</p>	
REQUESTED ACTION: Approve Change Order #4, Fort Lauderdale High, Kaufman Lynn Construction, Inc., Remodeling / Renovations, Project No. P.000687, in the amount of \$693,156, -218- days.	
SUMMARY EXPLANATION AND BACKGROUND: Change Order #4, \$693,156, -218- days Fort Lauderdale High Kaufman Lynn Construction, Inc. Remodeling / Renovations Project No. P.000687 Refer to Exhibits 1 and 3 for detailed information.	
SCHOOL BOARD GOALS: <input type="checkbox"/> •Goal 1: High Quality Instruction <input checked="" type="checkbox"/> •Goal 2: Continuous Improvement <input type="checkbox"/> •Goal 3: Effective Communication	
FINANCIAL IMPACT: The sources of funds are identified in the Adopted District Educational Facilities Plan, Fiscal Years 2013-2014 to 2017-2018.	
EXHIBITS: (List) 1. Executive Summary 2. Change Order Analysis 3. Change Order 4. Change Order Summary to date 5. Collaboration Form (Capital Budget)	
BOARD ACTION: <p align="center">APPROVED</p> (For Official School Board Records' Office Only)	SOURCE OF ADDITIONAL INFORMATION: Sonja V. Coley, Senior Project Manager Facilities & Construction 754-321-1520 Name Phone

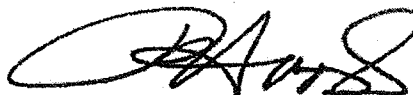
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Shelley N. Meloni, Task Assigned Chief Facilities & Construction Officer
Office of Facilities & Construction

Approved in Open Board Meeting on:

MAY 06 2014

By:



School Board Chair

Form #4189
Revised 12/12
RWR/SNM/SVC:ma

The School Board of Broward County
Division of Facilities and Construction Management

Change Order Summary

Facility Name:	Fort Lauderdale High School	Date:	10/30/13
Project Title:	Phased Replacement	Project #:	P-000687

F.K.A./P#

Contractor:	Kaufman Lynn
Consultant:	Manny Synalofski Associates LLC
Sub Consultants:	
Mechanical:	Delta G. Consulting Engineers Inc.
Structural:	Saad Elia El Hage
Electrical:	Delta G. Consulting Engineers Inc.
Plumbing:	Delta G. Consulting Engineers Inc.
Civil Engineer:	Mendez Engineering Design
Landscape:	Land Stewardship Co.

Original Contract Amount	\$15,998,000
---------------------------------	---------------------

Change Order Allowance (from PFA)	\$500,000
--	------------------

Change Order Items		
Consultant Error:	\$104,237	0.65% of original contract amount
Consultant Omission:	\$767,153	4.80% of original contract amount
Owner Request:	\$43,071	0.27% of original contract amount
Unforeseen:	\$64,055	0.40% of original contract amount
Subtotal:	\$978,516	6.12% of original contract amount
Construction Change Directives		
Consultant Error:	\$0	0.00% of original contract amount
Consultant Omission:	\$0	0.00% of original contract amount
Owner Request:	\$0	0.00% of original contract amount
Unforeseen:	\$0	0.00% of original contract amount
Subtotal:	\$0	0.00% of original contract amount
Total:	\$978,516	6.12% of original contract amount

Change Order:	A written order to the contractor signed by the Superintendent and approved by the School Board and the architect, issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time as originally defined by the contract documents.
Construction Change Directive:	A written order to the contractor signed by the Superintendent and the architect, issued after the execution of the contract, authorizing a change in the work or an adjustment of the contract sum or the contract time as defined by the contract documents. This directive is utilized when the parties cannot mutually agree upon the change. After execution of the work or an agreement between the parties, the change directive is brought back to the School Board for their approval at the next available meeting.

rev. 7/15/10



The School Board of Broward County, Florida
Division of Facilities and Construction Management
 1700 S.W. 14th Court
 Fort Lauderdale, Florida 33312
 (754) 321-1500

EXHIBIT W

Prolog Change Order Listing

Project#	Facility Name	Contract Name	Original Contract /Date	# C.O.'s	Total Changes	Current Contract	Percent Change	Days Extended	Contract Status
09512701	Fort Lauderdale High Remodeling / Renovations		02/12/2008	1	\$0	\$ 16,950,000	0.00 %	303	Active.Des.CD100R
Change Order	Board Date	Change Amount	Days Extended	Percent Change	Contractor	Item# Reason	Description		
001 03/17/2014					Kaufman Lynn Construction, Inc.				
001 02/22/2012		\$0	-44		Kaufman Lynn Construction, Inc.	001 Owner Request	Reduction in contract duration.		
							Contractor took longer than allowed to finalize and execute post award documents.		
							\$0		
002 03/17/2014					Kaufman Lynn Construction, Inc.				
002 07/23/2013		\$21,058	14		Kaufman Lynn Construction, Inc.	002 Unforeseen Condition	Contractor provided labor, materials, and equipment to adjust the footing size and configuration of the new classroom building. This change was necessitated in order to accommodate an existing sanitary sewer lateral and manhole.		
002 07/23/2013		\$15,868	3		Kaufman Lynn Construction, Inc.	003 Owner Request	Route of sewer lateral was discovered only after excavation of footings. Contractor provided labor, materials, and equipment to extend low voltage conduit feeder system from new pool into the main electrical room of the new administration building.		
002 07/23/2013		\$3,185	0		Kaufman Lynn Construction, Inc.	006 Consultant Omission	Pool systems were originally designed to feed into existing administration building. This building is scheduled for demolition. Running the pool low voltage systems directly to the new addition will improve the performance of the system by minimizing the distance of the conduit runs.		
002 07/23/2013		\$52,283	12		Kaufman Lynn Construction, Inc.	014 Owner Request	Provide labor, materials, and equipment to re-route storm Drain and add one drain structure. Conflict between the structural and civil drawings. Provide labor, materials, and equipment to install 49 recessed floor boxes to accommodate proposed furniture type in technical labs.		
							Due to the age of the design, contract documents did not reflect current curriculum requirements.		

Project#	Facility Name	Original Contract /Date	# C.O.'s	Total Changes	Current Contract	Percent Change	Days Extended	Contract Status
09512701	Fort Lauderdale High Remodeling / Renovations	06/07/2011	8	\$978,517	\$ 15,998,000	6.12 %	303	Active.Des.CD100R
Change Order	Board Date	Change Order Amount	Days Extended	Percent Change	Contractor	Item# Reason	Description	
002 07/23/2013		\$3,815	0		Kaufman Lynn Construction, Inc.	015 Consultant Omission	Provide labor, materials, and equipment to relocate existing City of Fort Lauderdale street light pole that was in direct conflict with the new bus loop entrance ramp.	
002 07/23/2013		\$0	6		Kaufman Lynn Construction, Inc.	017 Unforeseen Condition	Contract documents did not correctly depict location of light pole. Pole had to be relocated to avoid the conflict with bus loop entrance design. Contractor was delayed in the construction process by Tropical Storm Isaac.	
002 07/23/2013		\$0	48		Kaufman Lynn Construction, Inc.	018 Unforeseen Condition	The Contract documents Section 01350 require the contractor to secure the site in the event of a pending tropical weather event. The contractor is entitled to a non-compensable time extension for storm preparations. Contractor's construction schedule was impacted by stop work orders issued by the City of Fort Lauderdale.	
002 07/23/2013		\$-60,177	0		Kaufman Lynn Construction, Inc.	030 Owner Request	The City of Fort Lauderdale issued two formal code violations. These violations stopped specific, critical site work activities. The issue was brought in front of a City Magistrate and it was determined that the City had no jurisdiction to impose any violations on our property pursuant to 1013.371(1)(a) of the Florida Statutes. The appeal process took 48 Calendar days to resolve. The contractor is entitled to a non-compensable time extension for delays that were beyond their control. Contractor to provide credit for closed circuit security system components that were determined to be obsolete and incorrectly identified in the School Board Criteria documents.	
002 07/23/2013		\$9,132	0		Kaufman Lynn Construction, Inc.	031 Consultant Omission	Change in CCTV equipment required to meet digital format requirements. Specified equipment is obsolete. Provide labor, materials, and equipment to add 12 specialty type light fixtures, conduit and wire at new science labs.	
002 07/23/2013		\$3,963	0		Kaufman Lynn Construction, Inc.	033 Consultant Omission	The specified light fixtures in the science area were omitted from the contract documents. Contractor provided labor materials and equipment to modify water main design to avoid conflict with site drainage.	
002 07/23/2013		\$7,424	0		Kaufman Lynn Construction, Inc.	034 Unforeseen Condition	Contractor was directed to modify and offset the water main to avoid hitting the french drain. Contractor provided labor materials and equipment to supply and install new sanitary system man hole. Contractor was directed to supply and install new man hole due to the poor condition of the existing tie in man hole. Tie location man hole was 52 years old and showed significant signs of structural weakness. It was determined that due to its poor condition, it should be completely replaced.	

Project#	Facility Name	Original Contract /Date	# C.O.'s	Total Changes	Current Contract	Percent Change	Days Extended	Contract Status
09512701	Fort Lauderdale High Remodeling / Renovations	06/07/2011	15	\$978,517	\$ 15,998,000	6.12 %	303	Active Des CD100R
Change Order	Board Date	Change Amount	Days Extended	Percent Change	Contractor	Item# Reason	Description	
002 07/23/2013		\$6,017	0		Kaufman Lynn Construction, Inc.	035 Consultant Omission	Contractor provided labor materials and equipment to reroute the storm drainage piping and structures to avoid conflicts with the covered canopy footings.	
Contractor was directed to re-route drainage lines and structures to coordinate with the covered canopy drawings. Covered canopy was located on Architectural drawings, but not coordinated properly with the civil plans.								
002 07/23/2013		\$5,833	0		Kaufman Lynn Construction, Inc.	037 Owner Request	Contractor to provide labor, materials, and equipment to remove and relocate 25 in-contract built-in cabinets.	
Change in office configurations and furniture layouts required revisions to the built-in casework plan. Surplus casework to be used in storage rooms.								
\$68,401								
003 03/17/2014					Kaufman Lynn Construction, Inc.			
003 03/17/2014		\$9,995	14		Kaufman Lynn Construction, Inc.	007R Consultant Omission	Provide labor, materials, and equipment to modify exterior poured in place concrete stairs.	
003 03/17/2014		\$1,884	0		Kaufman Lynn Construction, Inc.	008a Owner Request	Additional reinforcing steel and minor dimensional modifications to the stairs were made to increase structural integrity.	
003 03/17/2014		\$5,597	6		Kaufman Lynn Construction, Inc.	008b Consultant Omission	Provide labor, materials, and equipment to add door, hollow metal frame and hardware to connect principal's and secretary's spaces for increased privacy.	
003 03/17/2014		\$17,809	8		Kaufman Lynn Construction, Inc.	011 Consultant Omission	Change initiated to increase privacy and security to principal's and secretary's offices. Provide labor, materials, and equipment to make changes to the door and hardware schedule. Pursuant to Architect's Supplemental Instruction #4, these changes were primarily related to modifications of the fire ratings. Rating modifications were made to 9 doors.	
Rating information was incorrectly identified on contract documents. Also, there were several instances of incorrect hardware and door sizes identified. Door schedule was corrected in Architect's Supplemental Instruction #4 and triggered modification to the door supplier's contract.								
Provide labor, materials, and equipment to install add drainage to the 2nd and 3rd floor pedestrian bridge with stainless steel rain water leaders connected to downspouts.								
The original design did not include proper drainage for the pedestrian bridge.								

Project#	Facility Name	Original Contract /Date	# C.O.'s	Total Changes	Current Contract	Percent Change	Days Extended	Contract Status
09512701	Fort Lauderdale High Remodeling / Renovations	06/07/2011	22	\$978,517	\$ 15,998,000	6.12 %	303	Active.Des.CD100R
Change Order	Board Date	Change Order Amount	Days Extended	Percent Change	Contractor	Item# Reason	Description	
003 03/17/2014		\$19,048	6		Kaufman Lynn Construction, Inc.	013 Unforeseen Condition	Provide labor, materials, and equipment to install new electrical service to existing track field house.	
003 03/17/2014		\$25,952	0		Kaufman Lynn Construction, Inc.	020 Owner Request	Existing electrical service to the field house was not shown on contract documents or as-built documents. Original service was not properly installed and was damaged by new bus driveway construction. Contractor provided labor, materials, and equipment to make bus drive and parking lot ready for the opening of school. Unanticipated measures were required for temporary occupancy of the bus loop and parking areas. These measures included temporary fencing, parking lot striping, and parking lot lighting.	
003 03/17/2014		\$11,145	0		Kaufman Lynn Construction, Inc.	021 Unforeseen Condition	The summer window to completely construct bus loop and parking areas was impacted by the City of Fort Lauderdale Stop Work Notice. Temporary controls were required to make the area safe and viable for the start of school. Contractor provided labor, materials, and equipment to make repairs to existing fire department connection riser at existing building (S).	
003 03/17/2014		\$11,089	0		Kaufman Lynn Construction, Inc.	022 Consultant Omission	The construction documents required that the contractor connect new fire sprinkler system to existing buildings. Discovery of system components in existing buildings that could not handle increased pressure differential required repair and correction. Contractor provided labor, materials, and equipment to extend fire department connection and fire hydrant to alternative location inside the bus loop.	
003 03/17/2014		\$5,380	0		Kaufman Lynn Construction, Inc.	023 Unforeseen Condition	The construction documents required that the contractor install a new fire department connection to the outside of the bus loop. The location designed was determined to be inappropriate due to fire truck access requirements. The connection was relocated to the inside of the bus loop to enhance fire truck accessibility of the connection and fire hydrant. Contractor provided labor, materials, and equipment to replace existing underground chilled water pipe insulation.	
003 03/17/2014		\$22,084	0		Kaufman Lynn Construction, Inc.	024 Consultant Omission	Contractor discovered during the excavation of the canopy footings, that the existing chilled water piping was void of insulation or the insulation was damaged. Engineer of Record and Building Department recommended new insulation be installed in the areas that were exposed. Provide labor, materials, and equipment to increase overall dimensions of the chiller enclosure. During the shop drawing review, it was identified that the chiller enclosure was not large enough to accommodate the specified chiller equipment.	

Project#	Facility Name	Original Contract /Date	# C.O.'s	Total Changes	Current Contract	Percent Change	Days Extended	Contract Status
09512701	Fort Lauderdale High Remodeling / Renovations	06/07/2011	28	\$978,517	\$ 15,998,000	6.12 %	303	Active.Des CD100R
Change Order	Board Date	Change Order Amount	Days Extended	Percent Change	Contractor	Item# Reason	Description	
003 03/17/2014		\$10,183	0		Kaufman Lynn Construction, Inc.	025 Consultant Omission	Contractor provided labor, materials, and equipment to install an additional 11 fire dampers and accessories.	
003 03/17/2014		\$27,256	6		Kaufman Lynn Construction, Inc.	026 Consultant Omission	Contractor was directed to provide additional dampers pursuant to the approval of Architect's Supplemental Instruction #11. Dampers and access panels were inadvertently omitted from the contract documents, but required by the Florida Building Code. Contractor provided labor, materials, and equipment to install a remote generator fueling port.	
003 03/17/2014		\$34,283	0		Kaufman Lynn Construction, Inc.	027 Consultant Omission	Contractor was directed to provide remote fuel port pursuant to Architect's Supplemental Instruction #6. Remote fuel port is a code required item that was inadvertently omitted from the contract documents. Contractor provided labor, materials, and equipment to relocate fire department connection at administration building 240 feet to the south.	
003 03/17/2014		\$1,428	0		Kaufman Lynn Construction, Inc.	032 Consultant Omission	Contractor was directed to relocate connection for improved fire department connection accessibility. Contractor provided labor, materials, and equipment to add lighting circuits to third floor of classroom building.	
003 03/17/2014		\$13,827	6		Kaufman Lynn Construction, Inc.	038 Consultant Omission	Contractor was directed to add the circuits. Display cases were specified with lighting, but not picked up by the electrical drawings. Contractor to provide labor, materials and equipment to add hard plaster ceilings in all group toilet rooms.	
Specified ceiling in all group toilet rooms was drywall. Change in ceiling type was required to meet current design criteria.								
\$216,960								
004 05/06/2014		\$12,525	0		Kaufman Lynn Construction, Inc.	041a Consultant Error	Contractor provided labor materials and equipment to add two handicap ramps at the bus drop off area. Addition of the ramps required modifications to the covered canopy pursuant to ASI #18.	
004 05/06/2014		\$42,411	38		Kaufman Lynn Construction, Inc.	041b Consultant Error	Driveway design required modification to handle handicap and exceptional students that use bus transportation. Ramps are required by the code. Contractor provided labor materials and equipment to make driveway modifications to the bus loop to accommodate larger bus traffic. Addition of a new driveway at teacher lot was added to improve lot circulation and dismissal traffic that was in competition with bus loop pursuant to ASI #18.	
Driveway design required modification to handle large bus traffic.								

Project#	Facility Name	Original Contract / Date	# C.O.'s	Total Changes	Current Contract	Percent Change	Days Extended	Contract Status
09512701	Fort Lauderdale High Remodeling / Renovations	06/07/2011	35	\$978,517	\$ 15,998,000	6.12 %	303	Active, Des. CD100R
Change Order	Board Date	Change Order Amount	Days Extended	Percent Change	Contractor	Item# Reason	Description	
004 05/06/2014		\$154,249	30		Kaufman Lynn Construction, Inc.	042 Consultant Omission	Contractor provided labor materials and equipment to add water, power and gas service to science demonstration tables located in renovated Building #8.	
004 05/06/2014		\$91,502	0		Kaufman Lynn Construction, Inc.	043 Consultant Omission	Design documents omitted utility requirements from science tables. Cambridge program requirements demanded the science area be outfitted with all of the required utility connections for experimental study and testing. Contractor provided labor materials and equipment to add additional fiber optic backbone infrastructure to the existing campus.	
004 05/06/2014		\$265,908	60		Kaufman Lynn Construction, Inc.	045a-e Consultant Omission	Design documents indicated the fiber optic connections at each building, but did not include the connections at each IDF closet. This change required an additional 12,000 linear feet of fiber and copper data connections. Contractor provided labor materials and equipment to make modifications to the Heating, Ventilation and Air Conditioning plan (HVAC) at Building #8. The original permitted design did not meet the Building Code and had to be redesigned. The HVAC design changes were significant and impacted the mechanical components of the project. This change order is related to the work described in Change Order Request #42.	
004 05/06/2014		\$4,497	0		Kaufman Lynn Construction, Inc.	046 Consultant Omission	Cambridge science curriculum requirements initiated specific mechanical requirements. These utility requirements required a major change in the HVAC design. The change in the design was substantial and required individual air handling equipment and controls to service each lab. Contractor provided labor materials and equipment to add additional gates and fencing at stair towers to prevent students or storage underneath.	
004 05/06/2014		\$26,767	5		Kaufman Lynn Construction, Inc.	047 Consultant Omission	Original design did not consider the area underneath the stair landings as a hazard. Contractor provided labor materials and equipment to add new plumbing infrastructure and piping not included in contract documents at Building #8.	
004 05/06/2014		\$28,265	14		Kaufman Lynn Construction, Inc.	049 Consultant Omission	Original design documents omitted plumbing riser and piping details for bathrooms being renovated in Building #8. Contractor provided labor materials and equipment to install new hot and cold solenoid shut-off valves in new science labs in Building #20.	
							Original design omitted the shut-off valves in the new science labs located in the new Building #21. Shut-off capabilities are a requirement of the code and criteria.	

Project#	Facility Name	Original Contract /Date	# C.O.'s	Total Changes	Current Contract	Percent Change	Days Extended	Contract Status
09512701	Fort Lauderdale High Remodeling / Renovations	06/07/2011	41	\$978,517	\$ 15,998,000	6.12 %	303	Active.Des.CD100R
Change Order	Board Date	Change Amount	Order Date	Days Extended	Percent Change	Contractor	Item# Reason	Description
004 05/06/2014		\$21,186	10			Kaufman Lynn Construction, Inc.	050 Consultant Error	Contractor provided labor materials and equipment to increase size of egress door to a double wide opening. Egress calculations had to be adjusted to remove occupant load from pedestrian bridge to stairwell.
004 05/06/2014		\$7,857	0			Kaufman Lynn Construction, Inc.	051 Consultant Omission	Original architectural design considered the breezeway pedestrian bridge as a means of egress. Design changes to the hardware schedule require that egress shift to exterior stairwell. Doorway needed to be enlarged to handle increase code mandated egress requirement.
004 05/06/2014		\$11,456	16			Kaufman Lynn Construction, Inc.	052a Consultant Omission	Contractor provided labor materials and equipment to add (4) magnetic hold open devices to lecture hall doors.
004 05/06/2014		\$14,848	45			Kaufman Lynn Construction, Inc.	052b Consultant Error	Original design omitted the electrical infrastructure required for the magnetic door closure requirement. It was determined that the automatic door closure devices were required by the Florida Building Code for assembly areas.
004 05/06/2014		\$851	0			Kaufman Lynn Construction, Inc.	053 Consultant Omission	Contractor provided labor materials and equipment to add drop ceilings in all telecommunication rooms.
004 05/06/2014		\$3,996	0			Kaufman Lynn Construction, Inc.	055 Consultant Omission	Original design omitted the ceilings in telecommunications rooms as required by School Board Design Criteria.
004 05/06/2014		\$1,428	0			Kaufman Lynn Construction, Inc.	056 Owner Request	Contractor provided labor materials and equipment to relocate all electrical devices installed in telecommunications rooms due to new drop ceilings.
								Original design omitted the ceilings in telecommunications rooms as required by School Board Design Criteria. All electrical devices had to be relocated due to new ceiling requirement.
								Contractor provided labor materials and equipment to install new circulation water pump in custodial closet.
								Original design omitted the water pump. Circulation pump is a requirement of the criteria.
								Contractor provided labor materials and equipment to install electrical connection for condensate drain pumps at dry storage area.
								Original design omitted the required electrical connection to supply small pumps that remove condensate from mini split air conditioning equipment.
								Contractor provided labor material and equipment to install electrical connection for Kronos time clocks.
								Optional Kronos equipment was not included in original design, but determined to be important to the school's operation.

Project#	Facility Name	Contract Name	Original Contract /Date	# C.O.'s	Total Changes	Current Contract	Percent Change	Days Extended	Contract Status
09512701	Fort Lauderdale High Remodeling / Renovations		06/07/2011	48	\$978,517	\$ 15,998,000	6.12 %	303	Active.Des.CD100R
Change Order	Board Date	Change Amount	Order Days	Percent Extended	Change Contractor	Item# Reason	Description		
004	05/06/2014	\$5,410	0		Kaufman Lynn Construction, Inc.	057 Consultant Error	Contractor provided labor materials and equipment to fabricate and install new roof access ladder.		
Specified ladder was determined to be non-compliant with design criteria. New ladder design, fabrication and installation were required.									
\$693,156									
<hr/>									
<i>Change Order Items</i>									
Consultant Error:					Constructive Change Directives		Consultant Error:		\$0
Consultant Omission:							Consultant Omission:		\$0
Owner Request:							Owner Request:		\$0
Unforeseen:							Unforeseen:		\$0
Other:							Other:		\$0
Subtotal:							Subtotal:		\$0
							Grand Total:		\$978,517



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

600 Southeast Third Avenue, Eleventh Floor • Fort Lauderdale, FLORIDA 33301 • TEL 754-321-1900 • FAX 754-321-2654

RISK MANAGEMENT DEPARTMENT
ASTON A. HENRY, JR., DIRECTOR
www.browardschools.com

SCHOOL BOARD
PATRICIA GOOD, *Chair*
DONNA P. KORN, *Vice Chair*

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DR. ROSALIND OSGOOD
NORA RUPERT

ROBERT W. RUNCIE
Superintendent of Schools

April 21, 2014

Kaufman Lynn, Inc, General Contractors
622 Banyan Trail
Suite 300
Boca Raton, FL 33431
Attn: Michael I. Kaufman

SUBJECT: NON-COMPLIANT POLICY / POLICIES

Project: Fort Lauderdale HS Phased Replacement P000687
Project No: P.000687 / 0951-27-01
Agreement: 520 Contractor Agreement Form

Dear Michael I. Kaufman:

Please be advised, although we have received your Certificate of Insurance, the documented coverage does not meet the requirements as listed in the agreement. Discrepancies are listed on the following page.

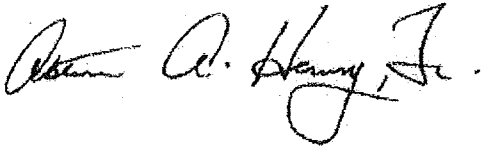
We are requesting you submit a corrected Certificate of Insurance as soon as possible to ensure full compliance with your agreement. Attached you will find an example of the specific insurance requirements.

If you have access, you may send your certificate through CertificatesNow by referencing the routing number a9sqg-qp69-uq. You may also send Certificate(s) of Insurance to the registered fax number 1-866-897-0425, or upload your Certificate(s) of Insurance directly at the below link:

<https://www.trackcertsnow.com/tcn/faxUpload/faxUpload.jsp>.

If you have any questions or require additional information, please contact April Kowalski at 1-754-321-1916 or april_kowalski@ajg.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Aston A. Henry, Jr." with a stylized flourish at the end.

Aston A. Henry, Jr., Director
Risk Management Department

CC: Denis Herrmann, Director, Design & Construction Contracts, FCM
Philip D. Kaufold, Construction Purchasing Agent,, Design & Construction Contracts, FCM

Tracking Number: 2650034

Non-Compliance Summary

Builders Risk/Installation Floater

Coverage/Requirement	Required	Certificate
Builders Risk/Installation Floater coverage is insured to the full contract value including soft costs.		
Non-Compliance Note		
Please note that this letter of non-compliance supercedes any prior notices in respects to the Ft. Lauderdale High School Project #000077 as we have reconfirmed with your insurance broker that the amount of the Builders Risk limit is indeed the completed value and not an endorsed "additional value" and therefore it is non-compliant. Our records indicate the value of the contract is \$15,998,000.		

Blanket Certificate Summary

Division	Group
FCM	Fort Lauderdale HS Phased Replacement P000687



EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)
11/18/2013

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

PRODUCER NAME, CONTACT PERSON AND ADDRESS Beane & Bennett Construction Risk Specialists 8000 Governors Square Suite 304 Miami Lakes, FL 33016		PHONE (A/C, No, Ext): 305-722-2689	COMPANY NAME AND ADDRESS Seneca Specialty Insurance Company 160 Water Street New York, NY 10038		NAIC NO: 10729
FAX (A/C, No):	E-MAIL ADDRESS: Rbennett@bbcrs.com		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH		
CODE:	SUB CODE:		POLICY TYPE Completed Value Builder's Risk		
AGENCY CUSTOMER ID #:			LOAN NUMBER	POLICY NUMBER SBR9000059	
NAMED INSURED AND ADDRESS Kaufman Lynn Construction, Inc 606 Banyan Trail Boca Raton, FL 33431			EFFECTIVE DATE 11/01/2013	EXPIRATION DATE 06/01/2014	CONTINUED UNTIL TERMINATED IF CHECKED
ADDITIONAL NAMED INSURED(S)			THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION (Use REMARKS on page 2, if more space is required) ☒ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

LOCATION/DESCRIPTION
Fort Lauderdale High School Interior Renovation
1600 NE 4th Avenue, Fort Lauderdale, FL 33305-3002

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION		PERILS INSURED	BASIC	BROAD	<input checked="" type="checkbox"/> SPECIAL	
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$		\$2,050,000		DED: 5,000		
		YES	NO	N/A		
<input type="checkbox"/>	BUSINESS INCOME			<input checked="" type="checkbox"/>	If YES, LIMIT:	Actual Loss Sustained; # of months:
<input type="checkbox"/>	RENTAL VALUE			<input checked="" type="checkbox"/>		
<input type="checkbox"/>	BLANKET COVERAGE		<input checked="" type="checkbox"/>		If YES, indicate value(s) reported on property identified above: \$	
<input type="checkbox"/>	TERRORISM COVERAGE		<input checked="" type="checkbox"/>		Attach Disclosure Notice / DEC	
<input type="checkbox"/>	IS THERE A TERRORISM-SPECIFIC EXCLUSION?		<input checked="" type="checkbox"/>			
<input type="checkbox"/>	IS DOMESTIC TERRORISM EXCLUDED?		<input checked="" type="checkbox"/>			
<input type="checkbox"/>	LIMITED FUNGUS COVERAGE		<input checked="" type="checkbox"/>		If YES, LIMIT: \$100,000	DED: 5,000
<input type="checkbox"/>	FUNGUS EXCLUSION (If "YES", specify organization's form used)		<input checked="" type="checkbox"/>			
<input type="checkbox"/>	REPLACEMENT COST		<input checked="" type="checkbox"/>			
<input type="checkbox"/>	AGREED VALUE		<input checked="" type="checkbox"/>			
<input type="checkbox"/>	COINSURANCE		<input checked="" type="checkbox"/>		If YES, %	
<input type="checkbox"/>	EQUIPMENT BREAKDOWN (If Applicable)		<input checked="" type="checkbox"/>		If YES, LIMIT:	DED:
<input type="checkbox"/>	ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg		<input checked="" type="checkbox"/>			
	- Demolition Costs		<input checked="" type="checkbox"/>		If YES, LIMIT: \$500,000	DED: 5,000
	- Incr. Cost of Construction		<input checked="" type="checkbox"/>		If YES, LIMIT: \$500,000	DED: 5,000
<input type="checkbox"/>	EARTH MOVEMENT (If Applicable)		<input checked="" type="checkbox"/>		If YES, LIMIT: \$2,050,000	DED: 50,000
<input type="checkbox"/>	FLOOD (If Applicable)		<input checked="" type="checkbox"/>		If YES, LIMIT: \$2,050,000	DED: 250,000
<input type="checkbox"/>	WIND / HAIL (If Subject to Different Provisions)		<input checked="" type="checkbox"/>		If YES, LIMIT: \$2,050,000	DED: 5,000
<input type="checkbox"/>	PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS		<input checked="" type="checkbox"/>			
<input type="checkbox"/>	Named Windstorm Coverage		<input checked="" type="checkbox"/>		\$2,050,000 (See Page 2)	

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ADDITIONAL INTEREST

MORTGAGEE	<input checked="" type="checkbox"/>	CONTRACT OF SALE	LENDER SERVICING AGENT NAME AND ADDRESS
LENDERS LOSS PAYABLE	<input checked="" type="checkbox"/>	Additional Insured & Certificate Holder	
NAME AND ADDRESS The School Board of Broward County, Florida 600 Southeast Third Ave. Ft. Lauderdale, FL 33301.			AUTHORIZED REPRESENTATIVE Richard Bennett CPCU, ARM, ARe, CRIS

EVIDENCE OF COMMERCIAL PROPERTY INSURANCE REMARKS - Including Special Conditions (Use only if more space is required)

Project : Fort Lauderdale High School Interior Renovation

Hard Cost Limit: \$1,050,000, All Other Perils Deductible \$5,000

Existing Structure Limit: \$1,000,000, All Other Perils Deductible \$5,000

Named Windstorm Limit: \$2,050,000, Flat Deductible \$50,000 Per Occurrence

Offsite Storage Sub-limit: \$1,000,000 Per Occurrence

Transit Sub-limit: \$1,000,000 Per Occurrence

Policy issued on Completed Value, Non-reporting form

The School Board of Broward County, Florida is named as an additional insured and a certificate holder.

Printed by: **Gerardo Usallan**
Friday, May 02, 2014 12:44:35 PM

From:  **Robert F. Hamberger**

Monday, April 28, 2014 11:31:25 AM



Subject: Re: Fort Lauderdale HS Phased Replacement Project No. P000687

To:  **Gerardo Usallan**

Gerry,

No CO has been issued for the structures at Ft. Lauderdale HS.

Robert F. Hamberger

Chief Building Official
The School Board of Broward County, Florida

2301 NW 26th Street
Oakland Park, Florida 33311
954-804-9972 Cell
754-321-4810 Office

We are all geniuses up to the age of ten.

Aldous Huxley

Under Florida law, e-mail addresses, and all communications, including e-mail communications, made or received in connection with the transaction of School Board business are public records, which must be retained as required by law and must be disclosed upon receipt of a public records request, except as may be excluded by federal or state laws. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Gerardo Usallan on Monday, April 28, 2014 at 11:10 AM -0400 wrote:

Good Morning Bob,

Has a Certificate of Occupancy (OEF 110B) and/or Certificate of Final Inspection (OEF 209) been issued for the subject project? If they have, please email me a copy. Thanks.

Gerardo Usallan, Jr.

EXHIBIT Y

Printed by: **Gerardo Usallan**
Friday, May 02, 2014 12:44:35 PM

Manager, Facility Audits
Office of the Chief Auditor
Office: 754 321-2421

Fort Lauderdale High School Phased Concurrent Replacement-P000687
Change Order No. 2, 3, and 4
Payroll Burden Adjustment

A	B	C	D	E	F	H	I	J	K	L	M	N	
Change Order Item No.	Davis Bacon Trade Discipline	Hours Charged	KL Subcontractor Hourly rate	Agreed Upon Hourly rate & Payroll Burden 2-10-14 Spreadsheet	Add or Deduct Adjustment To Hourly Rate	Discipline Hours Adjusted Rates Delta	Subcontractor Overhead @ 5%	Subcontractor Profit @ 10%	Subcontractor Bond @ 1%	General Contractor Overhead @ 10%	General Contractor Profit @ 5%	General Contractor Bond @ 1%	Total Delta
					E-D	C-F	H*5%	(H+J)*10%	(H+J)*1%	(H+L+K)*10%	(H+L+K)*5%	(H+L+K+L+M)*1%	
CHANGE ORDER #2 ITEMS													
2					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Electrician	64.38	\$ 55.00	\$ 45.81	\$ (9.19)	\$ (591.65)	\$ (29.58)	\$ (62.12)	\$ (6.83)	\$ (69.02)	\$ (37.96)	\$ (7.97)	\$ (805.14)
3	Delete Elec Project Manager	1	\$ 150.00	\$ -	\$ (150.00)	\$ (150.00)	\$ (7.50)	\$ (15.75)	\$ (1.73)	\$ (17.50)	\$ (9.82)	\$ (2.02)	\$ (204.13)
3	Davis Bacon Wage Info. Reqst				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Back Hoe Operator	4	\$ 53.45	\$ 46.20	\$ (7.25)	\$ (29.00)	\$ (1.45)	\$ (3.05)	\$ (0.33)	\$ (3.38)	\$ (1.86)	\$ (0.39)	\$ (39.46)
6	Laborer Pipe Layer	8	\$ 43.25	\$ 20.67	\$ (22.58)	\$ (180.64)	\$ (9.03)	\$ (18.97)	\$ (2.09)	\$ (21.07)	\$ (11.59)	\$ (2.43)	\$ (245.82)
14	Electrician	490	\$ 55.00	\$ 45.81	\$ (9.19)	\$ (4,503.10)	\$ (225.16)	\$ (472.83)	\$ (52.01)	\$ (525.31)	\$ (288.92)	\$ (60.67)	\$ (6,127.99)
15	Electrician	2	\$ 55.00	\$ 45.81	\$ (9.19)	\$ (18.38)	\$ (0.92)	\$ (1.93)	\$ (0.21)	\$ (2.14)	\$ (1.18)	\$ (0.25)	\$ (25.01)
30	Credit Security Sys. DIB Rates?				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
31	Delete Electrical Supervision	1	\$ 150.00	\$ -	\$ (150.00)	\$ (150.00)	\$ (7.50)	\$ (15.75)	\$ (1.73)	\$ (17.50)	\$ (9.82)	\$ (2.02)	\$ (204.13)
31	Electrician	27.82	\$ 55.00	\$ 45.81	\$ (9.19)	\$ (255.67)	\$ (12.78)	\$ (26.84)	\$ (2.95)	\$ (29.82)	\$ (16.40)	\$ (3.44)	\$ (347.92)
33					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
34					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
35					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
37					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CHANGE ORDER #3 Items													
007R	Ironworker	11.63	\$ 45.00	\$ 44.40	\$ (0.60)	\$ (6.98)	\$ (0.35)	\$ (0.73)	\$ (0.08)	\$ (0.81)	\$ (0.45)	\$ (0.09)	\$ (9.50)
008A	Carpenter (No Form Wk.)	12	\$ 28.87	\$ 24.22	\$ (4.65)	\$ (55.80)	\$ (2.79)	\$ (5.86)	\$ (0.64)	\$ (6.51)	\$ (3.58)	\$ (0.75)	\$ (75.93)
008B	Carpenter (No Form Wk.)	8	\$ 28.87	\$ 24.22	\$ (4.65)	\$ (37.20)	\$ (1.86)	\$ (3.91)	\$ (0.43)	\$ (4.34)	\$ (2.39)	\$ (0.50)	\$ (50.62)
11	Plumbing Foman	6	\$ 50.01	\$ 46.65	\$ (3.36)	\$ (20.16)	\$ (1.01)	\$ (2.12)	\$ (0.23)	\$ (2.35)	\$ (1.29)	\$ (0.27)	\$ (27.43)
11	Plumber	20	\$ 45.71	\$ 46.65	\$ 0.94	\$ 18.80	\$ 0.94	\$ 1.97	\$ 0.22	\$ 2.19	\$ 1.21	\$ 0.25	\$ 25.58
11	Plumber Helper	20	\$ 25.01	\$ 19.66	\$ (5.35)	\$ (107.00)	\$ (5.35)	\$ (11.24)	\$ (1.24)	\$ (12.48)	\$ (6.87)	\$ (1.44)	\$ (141.11)
11	Ironworker	16	\$ 44.40	\$ 37.15	\$ (7.25)	\$ (116.00)	\$ (5.80)	\$ (12.18)	\$ (1.34)	\$ (13.53)	\$ (7.44)	\$ (1.56)	\$ (156.33)
11	Roofler - Non Metal	32	\$ 22.49	\$ 20.05	\$ (2.44)	\$ (78.08)	\$ (3.90)	\$ (8.20)	\$ (0.90)	\$ (9.11)	\$ (5.01)	\$ (1.05)	\$ (105.16)
13	Laborer - Common	37.5	\$ 15.00	\$ 19.66	\$ 4.66	\$ 174.75	\$ 8.74	\$ 18.35	\$ 2.02	\$ 20.39	\$ 11.21	\$ 2.35	\$ 221.11
13	Electrician	100.63	\$ 55.00	\$ 45.81	\$ (9.19)	\$ (923.87)	\$ (46.19)	\$ (97.01)	\$ (10.67)	\$ (107.77)	\$ (59.28)	\$ (12.45)	\$ (1,244.41)
13	1% Sub Bond Error TillCon	1	\$ 92.68	\$ 46.34	\$ (46.35)	\$ (46.35)	\$ (2.32)	\$ (4.87)	\$ (0.54)	\$ (5.41)	\$ (2.97)	\$ (0.62)	\$ (62.47)
20	Electrician	80.5	\$ 59.30	\$ 45.81	\$ (13.49)	\$ (1,085.95)	\$ (54.30)	\$ (114.02)	\$ (12.54)	\$ (126.68)	\$ (69.67)	\$ (14.63)	\$ (1,463.00)
20	Fence Erector	32	\$ 29.81	\$ 13.30	\$ (16.51)	\$ (528.32)	\$ (26.42)	\$ (55.47)	\$ (6.10)	\$ (61.63)	\$ (33.90)	\$ (7.12)	\$ (712.56)
20	Asphalt Laborer	160	\$ 28.84	\$ 10.48	\$ (18.16)	\$ (2,905.60)	\$ (145.28)	\$ (305.09)	\$ (33.56)	\$ (338.95)	\$ (186.42)	\$ (39.15)	\$ (3,954.53)
21	Sprinkler Fitter	54	\$ 68.50	\$ 51.26	\$ (17.24)	\$ (930.96)	\$ (46.55)	\$ (97.75)	\$ (10.75)	\$ (108.60)	\$ (59.73)	\$ (12.54)	\$ (1,254.32)
21	Sprinkler Fitter - Chlorine	11.66	\$ 68.50	\$ 51.26	\$ (17.24)	\$ (201.02)	\$ (10.09)	\$ (21.11)	\$ (2.32)	\$ (23.45)	\$ (12.90)	\$ (2.71)	\$ (273.55)
22	Sprinkler Fitter	40	\$ 68.50	\$ 51.26	\$ (17.24)	\$ (699.60)	\$ (34.48)	\$ (72.41)	\$ (7.96)	\$ (80.45)	\$ (44.24)	\$ (9.29)	\$ (929.32)
23	HVAC Insulator	61	\$ 26.26	\$ 20.76	\$ (5.50)	\$ (335.50)	\$ (16.78)	\$ (35.23)	\$ (3.88)	\$ (39.14)	\$ (21.53)	\$ (4.52)	\$ (452.66)
24	Bricklayer	44	\$ 36.32	\$ 18.93	\$ (17.39)	\$ (765.16)	\$ (38.26)	\$ (80.34)	\$ (8.84)	\$ (89.26)	\$ (49.09)	\$ (10.31)	\$ (1,041.26)
24	Ironworker	21	\$ 37.14	\$ 44.40	\$ 7.26	\$ 152.46	\$ 7.62	\$ 16.01	\$ 1.76	\$ 17.79	\$ 9.78	\$ 2.05	\$ 205.27
24	Laborer - Conc. Pump	8	\$ 35.00	\$ 19.66	\$ (15.34)	\$ (122.72)	\$ (6.14)	\$ (12.89)	\$ (1.42)	\$ (14.32)	\$ (7.87)	\$ (1.65)	\$ (167.00)
24	Laborer - Grout Pump	2	\$ 39.80	\$ 19.66	\$ (20.24)	\$ (40.48)	\$ (2.02)	\$ (4.25)	\$ (0.47)	\$ (4.72)	\$ (2.60)	\$ (0.55)	\$ (55.09)
24	Laborer - Concrete	48	\$ 40.50	\$ 19.59	\$ (20.91)	\$ (1,003.68)	\$ (50.18)	\$ (105.39)	\$ (11.59)	\$ (117.08)	\$ (64.40)	\$ (13.52)	\$ (1,365.85)
24	Plaster	64	\$ 16.46	\$ 23.51	\$ 7.05	\$ 451.20	\$ 22.66	\$ 47.38	\$ 5.21	\$ 52.63	\$ 28.95	\$ 6.08	\$ 614.01

24	Painter	24	\$	36.42	\$	28.64	\$	(7.78)	\$	(186.72)	\$	(9.34)	\$	(19.61)	\$	(2.16)	\$	(21.78)	\$	(11.98)	\$	(2.52)	\$	(254.10)			
25	HVAC - Ductwork	48	\$	57.25	\$	45.27	\$	(11.98)	\$	(575.04)	\$	(28.75)	\$	(60.38)	\$	(6.64)	\$	(67.08)	\$	(36.89)	\$	(7.75)	\$	(782.54)			
25	HVAC - Fire Dampers	48	\$	65.00	\$	25.61	\$	(39.39)	\$	(1,890.72)	\$	(94.54)	\$	(198.53)	\$	(21.84)	\$	(220.56)	\$	(121.31)	\$	(25.47)	\$	(2,572.97)			
25	Carpenter - Drywall	30	\$	29.14	\$	24.22	\$	(4.92)	\$	(147.60)	\$	(7.38)	\$	(15.50)	\$	(1.70)	\$	(17.22)	\$	(9.47)	\$	(1.99)	\$	(200.86)			
26	Plumber	36	\$	41.60	\$	46.65	\$	5.05	\$	181.80	\$	9.09	\$	19.09	\$	2.10	\$	21.21	\$	11.66	\$	2.45	\$	247.40			
26	Electrician	24	\$	59.36	\$	45.81	\$	(13.55)	\$	(325.20)	\$	(16.26)	\$	(34.15)	\$	(3.76)	\$	(37.94)	\$	(20.86)	\$	(4.38)	\$	(442.54)			
26	Carpenter - Drywall	60	\$	27.04	\$	24.22	\$	(2.82)	\$	(169.20)	\$	(8.46)	\$	(17.77)	\$	(1.95)	\$	(19.74)	\$	(10.86)	\$	(2.28)	\$	(230.25)			
26	Laborer - Concrete Core	4	\$	25.76	\$	16.80	\$	(8.96)	\$	(35.84)	\$	(1.79)	\$	(3.76)	\$	(0.41)	\$	(4.18)	\$	(2.30)	\$	(0.48)	\$	(48.77)			
27	Laborer - Concrete Cut	16	\$	19.66	\$	16.80	\$	(2.86)	\$	(45.76)	\$	(2.29)	\$	(4.80)	\$	(0.53)	\$	(5.34)	\$	(2.94)	\$	(0.62)	\$	(62.27)			
32	Electrician	16	\$	55.00	\$	45.81	\$	(9.19)	\$	(147.04)	\$	(7.35)	\$	(15.44)	\$	(1.70)	\$	(17.15)	\$	(9.43)	\$	(1.98)	\$	(200.10)			
38							\$	-	\$	-		\$	-	\$	-		\$	-	\$	-		\$	-				
PROPOSED CHANGE ORDER #4 Items																											
41A	Fence erector	32	\$	25.00	\$	13.30	\$	(11.70)	\$	(374.40)	\$	(18.72)	\$	(39.31)	\$	(4.32)	\$	-	\$	(21.84)	\$	(4.59)	\$	(463.18)			
41A	Canopy installer	15.35	\$	51.15	\$	44.40	\$	(6.75)	\$	(103.61)	\$	(5.18)	\$	(10.88)	\$	(1.20)	\$	(12.09)	\$	(6.65)	\$	(1.40)	\$	(141.00)			
41A	Carpenter (Formwork)	64	\$	25.00	\$	28.87	\$	3.87	\$	247.68	\$	12.38	\$	26.01	\$	2.86	\$	28.89	\$	15.89	\$	3.84	\$	337.05			
41B	Landscape laborer	32.5	\$	25.00	\$	16.75	\$	(8.25)	\$	(268.13)	\$	(13.41)	\$	(28.15)	\$	(3.10)	\$	(31.28)	\$	(17.20)	\$	(3.61)	\$	(364.87)			
41B	Electrician	32	\$	55.00	\$	45.81	\$	(9.19)	\$	(294.08)	\$	(14.70)	\$	(30.88)	\$	(3.40)	\$	(34.31)	\$	(18.87)	\$	(3.96)	\$	(400.20)			
41B	Operator-Mini Excavator	16	\$	55.00	\$	13.98	\$	(41.02)	\$	(656.32)	\$	(32.82)	\$	(68.91)	\$	(7.58)	\$	(76.56)	\$	(42.11)	\$	(8.84)	\$	(893.15)			
42	Laborer	128	\$	19.66	\$	16.80	\$	(2.86)	\$	(366.08)	\$	(18.30)	\$	(38.44)	\$	(4.23)	\$	(42.71)	\$	(23.49)	\$	(4.93)	\$	(498.18)			
43	Electrician	300	\$	55.00	\$	45.81	\$	(9.19)	\$	(2,757.00)	\$	(137.85)	\$	(289.49)	\$	(31.84)	\$	(321.62)	\$	(176.89)	\$	(37.15)	\$	(3,751.83)			
43	Electrician	150	\$	55.52	\$	45.81	\$	(9.71)	\$	(1,456.50)	\$	(72.83)	\$	(152.93)	\$	(16.82)	\$	(169.91)	\$	(93.45)	\$	(19.62)	\$	(1,962.06)			
43	SCS Labor? \$31,070.31 ??						\$	-	\$	-		\$	-	\$	-		\$	-	\$	-		\$	-				
44							\$	-	\$	-		\$	-	\$	-		\$	-	\$	-		\$	-				
	Insulator	190	\$	35.75	\$	20.76	\$	(14.99)	\$	(2,848.10)	\$	(142.41)	\$	(299.05)	\$	(32.90)	\$	(332.25)	\$	(182.73)	\$	(38.37)	\$	(3,875.81)			
	Insulator helper	110	\$	28.89	\$	20.76	\$	(7.63)	\$	(839.30)	\$	(41.97)	\$	(88.13)	\$	(9.69)	\$	(97.91)	\$	(53.85)	\$	(11.31)	\$	(1,142.15)			
	Welder	40	\$	35.75	\$	25.61	\$	(10.14)	\$	(405.60)	\$	(20.28)	\$	(42.59)	\$	(4.68)	\$	(47.32)	\$	(26.02)	\$	(5.46)	\$	(551.96)			
	Pipe fitter	40	\$	35.75	\$	28.95	\$	(6.80)	\$	(272.00)	\$	(13.60)	\$	(28.56)	\$	(3.14)	\$	(31.73)	\$	(17.45)	\$	(3.66)	\$	(370.15)			
	Laborer	56.6	\$	19.66	\$	17.00	\$	(2.66)	\$	(150.56)	\$	(7.53)	\$	(15.81)	\$	(1.74)	\$	(17.56)	\$	(9.66)	\$	(2.03)	\$	(204.88)			
	Plumber foreman	28	\$	50.00	\$	46.65	\$	(3.35)	\$	(93.80)	\$	(4.69)	\$	(9.85)	\$	(1.08)	\$	(10.94)	\$	(6.02)	\$	(1.26)	\$	(127.65)			
	Plumber foreman	76	\$	46.85	\$	45.00	\$	(1.85)	\$	(140.60)	\$	(7.03)	\$	(14.76)	\$	(1.62)	\$	(16.40)	\$	(9.02)	\$	(1.89)	\$	(191.33)			
	Electrician	244.59	\$	65.00	\$	45.81	\$	(19.19)	\$	(4,693.68)	\$	(234.68)	\$	(492.84)	\$	(54.21)	\$	(547.54)	\$	(301.15)	\$	(63.24)	\$	(6,387.35)			
	Labor-saw cutting	32	\$	19.96	\$	16.80	\$	(3.16)	\$	(101.12)	\$	(5.06)	\$	(10.62)	\$	(1.17)	\$	(11.80)	\$	(6.49)	\$	(1.36)	\$	(137.11)			
	Labor-saw cutting	128	\$	19.96	\$	16.80	\$	(3.16)	\$	(404.48)	\$	(20.22)	\$	(42.47)	\$	(4.67)	\$	(47.18)	\$	(25.95)	\$	(5.45)	\$	(550.43)			
	Roofing	16	\$	33.18	\$	20.05	\$	(13.13)	\$	(210.08)	\$	(10.50)	\$	(22.06)	\$	(2.43)	\$	(24.51)	\$	(13.48)	\$	(2.83)	\$	(283.92)			
46							\$	-	\$	-		\$	-	\$	-		\$	-	\$	-		\$	-				
47	Operator-Mini Excavator	10	\$	55.00	\$	13.98	\$	(41.02)	\$	(410.20)	\$	(20.51)	\$	(43.07)	\$	(4.74)	\$	(47.85)	\$	(26.32)	\$	(5.53)	\$	(559.92)			
49	Electrician	118	\$	55.00	\$	45.81	\$	(9.19)	\$	(1,084.42)	\$	(54.22)	\$	(113.86)	\$	(12.53)	\$	(126.50)	\$	(69.58)	\$	(14.61)	\$	(1,461.92)			
50	Sprinkler Fitter	34	\$	48.74	\$	51.26	\$	2.52	\$	86.68	\$	4.28	\$	9.00	\$	0.99	\$	10.00	\$	5.50	\$	1.15	\$	(40.00)			
	Electrician	32	\$	55.00	\$	45.81	\$	(9.19)	\$	(294.08)	\$	(14.70)	\$	(30.88)	\$	(3.40)	\$	(34.31)	\$	(18.87)	\$	(3.96)	\$	(400.20)			
	Electrician	83.05	\$	55.00	\$	45.81	\$	(9.19)	\$	(763.23)	\$	(38.16)	\$	(80.14)	\$	(8.82)	\$	(89.03)	\$	(48.97)	\$	(10.28)	\$	(1,008.82)			
51	Electrician	56	\$	48.74	\$	51.26	\$	2.52	\$	141.12	\$	7.06	\$	14.82	\$	1.63	\$	16.46	\$	9.05	\$	1.90	\$	190.00			
52A	Sprinkler fitter	12	\$	35.75	\$	45.27	\$	9.52	\$	114.24	\$	5.71	\$	12.00	\$	1.32	\$	13.33	\$	7.33	\$	1.54	\$	155.46			
	Sheetmetal worker	12	\$	28.39	\$	25.61	\$	(2.78)	\$	(33.36)	\$	(1.67)	\$	(3.50)	\$	(0.39)	\$	(3.89)	\$	(2.14)	\$	(0.45)	\$	(45.47)			
	A/C helper	12	\$	21.06	\$	19.66	\$	(1.40)	\$	(16.80)	\$	(0.84)	\$	(1.76)	\$	(0.19)	\$	(1.96)	\$	(1.08)	\$	(0.23)	\$	(23.33)			
	Laborer	180.33	\$	55.00	\$	45.81	\$	(9.19)	\$	(1,657.23)	\$	(82.86)	\$	(174.01)	\$	(19.14)	\$	(193.32)	\$	(106.33)	\$	(22.33)	\$	(2,233.23)			
52B	Electrician	9.99	\$	55.00	\$	45.81	\$	(9.19)	\$	(91.81)	\$	(4.59)	\$	(9.64)	\$	(1.06)	\$	(10.71)	\$	(5.99)	\$	(1.24)	\$	(124.00)			
53	Electrician	42.33	\$	55.00	\$	45.81	\$	(9.19)	\$	(399.01)	\$	(19.45)	\$	(40.85)	\$	(4.49)	\$	(45.38)	\$	(24.96)	\$	(5.24)	\$	(524.36)			
55	Electrician	16.06	\$	55.00	\$	45.81	\$	(9.19)	\$	(147.59)	\$	(7.38)	\$	(15.50)	\$	(1.70)	\$	(17.22)	\$	(9.47)	\$	(1.99)	\$	(199.00)			
56	Electrician		\$		\$		\$	-	\$	-		\$	-	\$	-		\$	-	\$	-		\$	-				
57			\$		\$		\$	-	\$	-		\$	-	\$	-		\$	-	\$	-		\$	-				
																				TOTAL DEDUCT							
																				\$ (53,240.62)							

EXHIBIT Z-3



4850 T-Rex Avenue, Suite 300
Boca Raton, Florida 33431
Ph: 561-361-6700

February 10, 2014

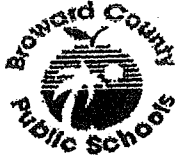
LABOR RATES

DIV	TRADE	DAVIS BACON			LABOR BURDEN							TOTAL ADJUSTED RATE
		RATE	FRINGES	SUB TOTAL BASE RATE	WORKMANS COMP	UNEMPLOYMENT INS.	SS TAXES (FICA)	ALL RISK INS.	PUBLIC LIABILITY INS.	TOTAL ADDED % FOR LABOR BURDEN	TOTAL ADDED \$'S FOR LABOR BURDEN	
06	CARPENTER (FORM WORK ONLY)	22.20	6.67	28.87	15.10%	7.80%	7.65%	0.44%	2.02%	33.01%	9.53	38.40
16	ELECTRICIAN	28.46	8.60	37.06	5.70%	7.80%	7.65%	0.44%	2.02%	23.61%	8.75	45.81
14	ELEVATOR MECHANIC	36.44	20.24	56.68	5.60%	7.80%	7.65%	0.44%	2.02%	23.51%	13.32	70.00
02	OPERATOR: BACKHOE	27.57	8.78	36.35	9.20%	7.80%	7.65%	0.44%	2.02%	27.11%	9.85	46.20
02	OPERATOR: CONCRETE PUMP	28.30	8.78	37.08	9.20%	7.80%	7.65%	0.44%	2.02%	27.11%	10.05	47.13
02	OPERATOR: CONCRETE PUMP WITH 2 OPERATORS	25.05	8.78	33.83	9.20%	7.80%	7.65%	0.44%	2.02%	27.11%	9.17	43.00
02	OPERATOR: CRANE	28.30	8.78	37.08	9.20%	7.80%	7.65%	0.44%	2.02%	27.11%	10.05	47.13
02	OPERATOR: TRUCK	27.57	8.78	36.35	9.20%	7.80%	7.65%	0.44%	2.02%	27.11%	9.85	46.20
02	OPERATOR: LOADER	24.89	8.78	33.67	9.20%	7.80%	7.65%	0.44%	2.02%	27.11%	9.13	42.80
02	OPERATOR: MECHANIC	27.57	8.78	36.35	9.20%	7.80%	7.65%	0.44%	2.02%	27.11%	9.85	46.20
02	OPERATOR: OILER	22.24	8.78	31.02	9.20%	7.80%	7.65%	0.44%	2.02%	27.11%	8.41	39.43
03	IRONWORKER, ORNAMENTAL/ REINFORCING & STRUCTURAL	26.70	6.43	33.13	16.10%	7.80%	7.65%	0.44%	2.02%	34.01%	11.27	44.40
09	PAINTER (NOT DW)	16.00	6.20	22.20	11.10%	7.80%	7.65%	0.44%	2.02%	29.01%	6.44	28.64
15	PLUMBER	26.00	11.44	37.44	6.70%	7.80%	7.65%	0.44%	2.02%	24.61%	9.21	46.65
15	SPRINKLER FITTER	26.80	14.30	41.10	6.80%	7.80%	7.65%	0.44%	2.02%	24.71%	10.16	51.26
15	HVAC DUCT INSTALLATION	24.42	11.36	35.78	8.60%	7.80%	7.65%	0.44%	2.02%	26.51%	9.49	45.27

LABOR RATES												
DIV	TRADE	DAVIS BACON			LABOR BURDEN							TOTAL ADJUSTED RATE
		RATE	FRINGES	SUB TOTAL BASE RATE	WORKMANS COMP	UNEMPLOYMENT INS.	SS TAXES (FICA)	ALL RISK INS.	PUBLIC LIABILITY INS.	TOTAL ADDED % FOR LABOR BURDEN	TOTAL ADDED \$'S FOR LABOR BURDEN	
04	BRICKLAYER	18.93	0.00	18.93	12.50%	7.80%	7.65%	0.44%	2.02%	30.41%	5.76	24.69
06	CARPENTER (NOT FORMWORK)	16.84	1.37	18.21	15.10%	7.80%	7.65%	0.44%	2.02%	33.01%	6.01	24.22
03	CEMENT MASON / CONCRETE FINISHER	14.00	0.00	14.00	8.40%	7.80%	7.65%	0.44%	2.02%	26.31%	3.68	17.68
16	ELECTRICIAN (HVAC & TEMP CONTROLS)	20.41	4.64	25.05	5.70%	7.80%	7.65%	0.44%	2.02%	23.61%	5.91	30.96
02	FENCE ERECTOR	10.00	0.00	10.00	15.10%	7.80%	7.65%	0.44%	2.02%	33.01%	3.30	13.30
09	FLOOR LAYER: CARPET	19.00	2.10	21.10	8.00%	7.80%	7.65%	0.44%	2.02%	25.91%	5.47	26.57
08	GLAZER	17.00	0.00	17.00	12.50%	7.80%	7.65%	0.44%	2.02%	30.41%	5.17	22.17
15	HVAC MECHANIC (PIPING)	20.34	2.89	23.23	6.70%	7.80%	7.65%	0.44%	2.02%	24.61%	5.72	28.95
15	HVAC MECHANIC (SYSTEMS)	17.91	2.64	20.55	6.70%	7.80%	7.65%	0.44%	2.02%	24.61%	5.06	25.61
08	INSTALLER - OVERHEAD DOOR	13.50	0.00	13.50	15.10%	7.80%	7.65%	0.44%	2.02%	33.01%	4.46	17.96
02	LABOR: ASPHALT RAKER	10.40	0.00	10.40	15.10%	7.80%	7.65%	0.44%	2.02%	33.01%	3.43	13.83
02	LABOR: ASPHALT SHOVELER	7.86	0.00	7.86	15.10%	7.80%	7.65%	0.44%	2.02%	33.01%	2.60	10.48
02	LABOR: COMMON OR GENERAL	12.36	2.42	14.78	15.10%	7.80%	7.65%	0.44%	2.02%	33.01%	4.88	19.66
02	LABOR: CONCRETE SAW	12.63	0.00	12.63	15.10%	7.80%	7.65%	0.44%	2.02%	33.01%	4.17	16.80
04	LABOR: MASON TENDER - BRICK	10.75	0.00	10.75	12.50%	7.80%	7.65%	0.44%	2.02%	30.41%	3.27	14.02
03	LABOR: CONCRETE	12.83	1.90	14.73	15.10%	7.80%	7.65%	0.44%	2.02%	33.01%	4.86	19.59
02	LABOR: PIPELAYER	14.30	1.24	15.54	15.10%	7.80%	7.65%	0.44%	2.02%	33.01%	5.13	20.67
07	LABOR: ROOF TEAROFF	8.44	0.00	8.44	15.10%	7.80%	7.65%	0.44%	2.02%	33.01%	2.79	11.23
02	LABOR: LANDSCAPE & IRRIGATION	11.96	0.63	12.59	15.10%	7.80%	7.65%	0.44%	2.02%	33.01%	4.16	16.75
15	HVAC MECHANIC (INSULATOR)	14.25	2.16	16.41	8.60%	7.80%	7.65%	0.44%	2.02%	26.51%	4.35	20.76
02	OPERATOR: ASPHALT SPREADER	11.41	0.00	11.41	9.20%	7.80%	7.65%	0.44%	2.02%	27.11%	3.09	14.50
02	OPERATOR: BULLDOZER	16.21	0.00	16.21	9.20%	7.80%	7.65%	0.44%	2.02%	27.11%	4.39	20.60
02	OPERATOR: DISTRIBUTOR	12.37	0.00	12.37	9.20%	7.80%	7.65%	0.44%	2.02%	27.11%	3.35	15.72
02	OPERATOR: EXCAVATOR	11.00	0.00	11.00	9.20%	7.80%	7.65%	0.44%	2.02%	27.11%	2.98	13.98

LABOR RATES												
DIV	TRADE	DAVIS BACON			LABOR BURDEN							TOTAL ADJUSTED RATE
		RATE	FRINGES	SUB TOTAL BASE RATE	WORKMANS COMP	UNEMPLOYMENT INS.	SS TAXES (FICA)	ALL RISK INS.	PUBLIC LIABILITY INS.	TOTAL ADDED % FOR LABOR BURDEN	TOTAL ADDED \$'S FOR LABOR BURDEN	
02	OPERATOR: FORKLIFT	14.00	0.00	14.00	9.20%	7.80%	7.65%	0.44%	2.02%	27.11%	3.80	17.80
02	OPERATOR: GRADER / BLADE	13.73	0.00	13.73	9.20%	7.80%	7.65%	0.44%	2.02%	27.11%	3.72	17.45
02	OPERATOR: PAVER	12.75	0.00	12.75	9.20%	7.80%	7.65%	0.44%	2.02%	27.11%	3.46	16.21
02	OPERATOR: ROLLER	10.94	0.00	10.94	9.20%	7.80%	7.65%	0.44%	2.02%	27.11%	2.97	13.91
02	OPERATOR: SCREED	13.05	0.00	13.05	9.20%	7.80%	7.65%	0.44%	2.02%	27.11%	3.54	16.59
02	OPERATOR: TRACTOR	9.91	0.00	9.91	9.20%	7.80%	7.65%	0.44%	2.02%	27.11%	2.69	12.60
02	OPERATOR: TRENCHER	11.75	0.00	11.75	9.20%	7.80%	7.65%	0.44%	2.02%	27.11%	3.19	14.94
09	PAINTER (DW)	13.25	3.45	16.70	11.10%	7.80%	7.65%	0.44%	2.02%	29.01%	4.84	21.54
15	PIPEFITTER	17.85	2.54	20.39	6.70%	7.80%	7.65%	0.44%	2.02%	24.61%	5.02	25.41
09	PLASTERS	18.25	0.00	18.25	10.90%	7.80%	7.65%	0.44%	2.02%	28.81%	5.26	23.51
07	ROOFER (METAL ROOFS)	22.49	0.00	22.49	29.60%	7.80%	7.65%	0.44%	2.02%	47.51%	10.68	33.17
07	ROOFER (NOT METAL ROOFS)	13.59	0.00	13.59	29.60%	7.80%	7.65%	0.44%	2.02%	47.51%	6.46	20.05
09	TILE SETTER	14.45	0.00	14.45	8.00%	7.80%	7.65%	0.44%	2.02%	25.91%	3.74	18.19
02	TRUCK DRIVER: 3 AXLE	10.50	0.08	10.58	14.20%	7.80%	7.65%	0.44%	2.02%	32.11%	3.40	13.98
02	TRUCK DRIVER: DUMP	10.00	0.00	10.00	14.20%	7.80%	7.65%	0.44%	2.02%	32.11%	3.21	13.21
02	TRUCK DRIVER: LOWBOY	13.78	0.00	13.78	14.20%	7.80%	7.65%	0.44%	2.02%	32.11%	4.42	18.20

EXHIBIT AA



The School Board of Broward County, Florida
Facilities and Construction Management Division
1700 SW 14th Court
Fort Lauderdale, FL 33312

Document 01250d (00 63 54)-Proposal Worksheet Summary

To: Manuel Synalovski Assoc
1800 Eller Drive, Suite 500
Ft. Lauderdale, FL 33316
(Project Consultant)
Project No: Project P.000687
Title: Phased Replacement
Facility Name: Ft. Lauderdale High School

Proposal Request No.:	ASI #10	Change Order Request No.:	014
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Date Prepared: 27 August, 2012

From/Trade: Kaufman Lynn Construction

Contact: Ben Baffer Phone: 561-445-5747

Additions:

	Sheet	Item Description	Materials	Labor	Subtotal
1	E-101.2b	Electraserve - Add Floor Boxes			\$44,818.49
2					
3					
4					
5					
6					
7					
8					
Subtotal Additions:					\$44,818.49

Deductions:

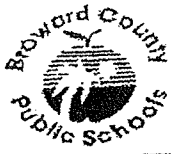
	Sheet	Item Description	Materials	Labor	Subtotal
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
Subtotal Deductions:					

Subtotal (Additions - Deductions):	\$44,818.49
5% Overhead	\$2,240.92
10% Profit	\$4,705.94
Bond Cost Allowance 1%	\$517.65
Total	\$52,283.01

Paid on Application
for Payment No. 21,
July 31, 2013

Project No: P.000687

Use Column 1 on Contracts where variable retainage for line items may apply.



The School Board of Broward County, Florida
Facilities and Construction Management Division
1700 SW 14th Court
Fort Lauderdale, FL 33312

Document 01250d (00 63 54)-Proposal Worksheet Summary

To: Manuel Synalovski Assoc
1800 Eller Drive, Suite 500
Ft. Lauderdale, FL 33316
(Project Consultant)
Project No: Project P.000687
Title: Phased Replacement
Facility Name: Ft. Lauderdale High School

Proposal Request No.:	Change Order Request No.: 043
-----------------------	-------------------------------

Date Prepared: 5/24/2013

From/Trade: Kaufman Lynn Construction
Contact: Ben Baffer Phone: 561-445-5747

Additions:					
	Sheet	Item Description	Materials	Labor	Subtotal
1		Electraserve, Inc.- Provide Fiber Optic Backbone Infrastructure to 6 Additional IDF Room Locations adding appx. 12,000 lf of fiber optic cabling and 12,000 lf of copper wire and terminations			\$78,438.45
2					
3					
4					
5					
Subtotal Additions:			\$ -	\$ -	\$78,438.45

Deductions:					
	Sheet	Item Description	Materials	Labor	Subtotal
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
Subtotal Deductions:					\$ -

Subtotal (Additions - Deductions):	\$78,438.45
10% Overhead	\$7,843.85
5% Profit	\$4,314.11
Bond Cost Allowance 1%	\$905.96
Total	\$91,502.37

Paid Application for
Payment No.25, on
February 28, 2014

EXHIBIT AA



The School Board of Broward County, Florida
Facilities and Construction Management Division
1700 SW 14th Court
Fort Lauderdale, FL 33312

Document 01250d (00 63 54)-Proposal Worksheet Summary

To: **Manuel Synalovski Assoc**
1800 Eller Drive, Suite 500
Ft. Lauderdale, FL 33316
(Project Consultant)
Project No: Project P.000687
Title: Phased Replacement
Facility Name: Ft. Lauderdale High School

Proposal
Request No.: _____

Change Order
Request No.: 041

Date Prepared: **4/2/2013**

From/Trade: **Kaufman Lynn Construction**
Contact: **Ben Baffer** Phone: **561-445-5747**

Additions:

	Sheet	Item Description	Materials	Labor	Subtotal
1		ASI #18 - Bus Lane Changes			
2		Stanford Construction			\$ 31,673.59
3		Electraserve, Inc. - Relocate Light Pole			\$ 8,142.88
4		Dittmer Architectural Aluminum Canopy			\$ 3,701.00
5		Royal Fence - Add Gates to Field			\$ 1,985.00
6		Royal Fence - Modify Fence at H/C ramp			\$ 1,450.00
7		Tropic Landscaping			\$ 2,591.83
8		New Beach Const - Modify Footings			\$ 3,484.50
Subtotal Additions:					\$ 53,028.80

Deductions:

	Sheet	Item Description	Materials	Labor	Subtotal
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
Subtotal Deductions:					\$ -

Subtotal (Additions - Deductions): \$53,028.80
5% Overhead \$2,651.44
10% Profit \$5,568.02
Bond Cost Allowance 1% \$612.48
Total \$61,860.75

Paid on Application
for Payment No.25,
February 26, 2014

The School Board of Broward County, Florida
[Specifier replace this line with SBBC project number and name]
[Specifier replace this line with SBBC Project Consultant's name]
[Specifier leave this line] SBBC Design & Material Standards, January 01, 2010 Edition)

Section 01250d (00 63 54)
Proposal Worksheet Summary
[Specifier replace this line with issue date]
Page 1 of 1

26 Page 8 of 10
 APPLICATION NO: 2/28/2014
 APPLICATION DATE: 2/28/2014
 PERIOD TO: 919
 PROJECT NO:

Project No: P.000687
 Project Title: Concurrent Phased Replacement
 Facility Name: Fort Lauderdale High School
 Contractor: Kaufman Lynn Construction

AIA Document G702. APPLICATION AND CERTIFICATION FOR PAYMENT, containing

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

A	B	C	D	E	F	G	H	I	J	K
ITEM NO.	Project Manual Section No.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD (F)	MATERIALS STORED PRESENTLY (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE 5.0%
230	CO 002	Add Electrical Floor Boxes in Classrooms	\$52,283.00	\$52,283.00	\$0.00		\$52,283.00	100.00%	\$0.00	\$2,614.15
231	CO 002	Relocate Existing City Street Light	\$3,815.00	\$3,815.00	\$0.00		\$3,815.00	100.00%	\$0.00	\$190.75
232	CO 002	Relocate CCTV Equipment and Wiring	(\$60,171.00)	(\$60,171.00)	\$0.00		(\$60,171.00)	100.00%	\$0.00	(\$3,008.85)
233	CO 002	Add (12) Type P-4 Light Fixtures	\$9,132.00	\$9,132.00	\$0.00		\$9,132.00	100.00%	\$0.00	\$456.60
234	CO 002	Offset Existing Watermain at Drain Conflict	\$3,963.00	\$3,963.00	\$0.00		\$3,963.00	100.00%	\$0.00	\$198.15
235	CO 002	Replace Existing Storm MH at Bus Loop	\$7,424.00	\$7,424.00	\$0.00		\$7,424.00	100.00%	\$0.00	\$371.20
236	CO 002	Re Route 12" Drain at Canopy Conflict	\$6,017.00	\$6,017.00	\$0.00		\$6,017.00	100.00%	\$0.00	\$300.85
237	CO 002	Remove & Relocate Unwanted Cabinets	\$5,832.00	\$5,832.00	\$0.00		\$5,832.00	100.00%	\$0.00	\$291.60
238	CO 003	Changes to Concrete Stairs	\$9,995.00	\$10,094.92	(\$99.92)		\$9,995.00	100.00%	\$0.00	\$499.75
239	CO 003	Add Door / Frame / Hardware Prince Office	\$1,883.57	\$0.00	\$1,883.57		\$1,883.57	100.00%	\$0.00	\$94.18
240	CO 003	Door & Hardware Changes ASI #4	\$5,596.98	\$0.00	\$5,596.98		\$5,596.98	100.00%	\$0.00	\$279.85
241	CO 003	Add Drains to Pedestrian Bridge	\$17,809.00	\$17,237.35	\$581.65		\$17,809.00	100.00%	\$0.00	\$890.45
242	CO 003	New Electrical Feed to Bldg #13	\$19,048.00	\$0.00	\$19,048.00		\$19,048.00	100.00%	\$0.00	\$952.40
243	CO 003	Temp Bus Loop and Lighting	\$23,952.00	\$23,891.00	(\$61.00)		\$23,952.00	100.00%	\$0.00	\$1,297.60
244	CO 003	Repair Bldg #5 Fire Riser / Add Valve	\$11,145.00	\$10,613.40	\$531.60		\$11,145.00	100.00%	\$0.00	\$557.25
245	CO 003	Relocate Exist FDC & Hydrant Bus Loop	\$11,089.00	\$10,776.58	\$312.42		\$11,089.00	100.00%	\$0.00	\$554.45
246	CO 003	Insulate Existing Underground CWP	\$5,380.00	\$4,703.00	\$677.00		\$5,380.00	100.00%	\$0.00	\$269.00
247	CO 003	Increase Chiller Enclosure Size	\$22,084.44	\$22,084.44	\$0.00		\$22,084.44	100.00%	\$0.00	\$1,104.22
248	CO 003	Add Diet Fire Dumpers in Classroom Bldg	\$10,183.00	\$9,699.86	\$483.14		\$10,183.00	100.00%	\$0.00	\$509.15
249	CO 003	Add Remote Generator Fuel Port	\$27,256.00	\$0.00	\$27,256.00		\$27,256.00	100.00%	\$0.00	\$1,362.80
250	CO 003	Relocate Bldg #20 Hydrant and FDC	\$34,283.00	\$34,296.00	(\$13.00)		\$34,283.00	100.00%	\$0.00	\$1,714.15
251	CO 003	Add Lighting Power for Display Cases	\$1,428.00	\$0.00	\$1,428.00		\$1,428.00	100.00%	\$0.00	\$71.40
252	CO 003	Lath & Plaster Classroom Toilet Ceilings	\$13,827.00	\$0.00	\$13,827.00		\$13,827.00	100.00%	\$0.00	\$691.35
		Owner Change Orders Subtotal	\$285,359.99	\$216,786.55	\$68,573.44		\$285,359.99	100.00%	\$0.00	\$14,268.00
		TOTAL REVISED CONTRACT AMOUNT	\$16,283,359.99	\$15,941,742.30	\$341,617.69		\$16,013,232.66	98.34%	\$270,127.33	\$800,661.53
		EXECUTED CCD'S								
253	CCD 023	Bus Drive Changes / Add Handicap Ramps	\$61,860.75	\$11,611.26	\$50,249.49		\$61,860.75	100.00%	\$0.00	\$3,093.04
254	CCD 024	Add Bldg #8 Lab Table Infrastructure	\$154,249.00	\$0.00	\$154,249.00		\$154,249.00	100.00%	\$0.00	\$7,712.45
255	CCD 025	Fiber Optic Backbone to 6 Added Closets	\$91,502.00	\$0.00	\$91,502.00		\$91,502.00	100.00%	\$0.00	\$4,575.10
256	CCD 026	Bldg #8 Changes HVAC & Architectural	\$293,619.00	\$0.00	\$293,619.00		\$293,619.00	100.00%	\$0.00	\$14,680.95
257	CCD 027	Change to Del. Doors @ 3rd Floor Stair	\$21,186.00	\$0.00	\$21,186.00		\$21,186.00	100.00%	\$0.00	\$1,059.30
		Executed CCD Subtotal	\$622,416.75	\$11,611.26	\$610,805.49		\$610,805.49	98.16%	\$11,611.26	\$589,194.23
		Direct Owner Purchases	\$14,905,776.74	\$15,953,353.56	\$296,127.45		\$16,249,481.81	96.12%	\$656,295.73	\$812,474.05
7512007464		DOP CANAM STEEL (JOISTS)	(\$13,796.00)	(\$13,796.00)	\$0.00		(\$13,796.00)	100.00%	\$0.00	(\$15,689.80)
7512007464		DOP TAX SAVING - CANAM STEEL	(\$18,827.76)	(\$18,827.76)	\$0.00		(\$18,827.76)	100.00%	\$0.00	(\$941.39)

SECTION III
FULL TEXT OF MANAGEMENT RESPONSES

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF FACILITIES & CONSTRUCTION

SHELLEY N. MELONI, R.A., NCARB, LEED® AP
EXECUTIVE DIRECTOR

Telephone: (754) 321-1515

Facsimile: (754) 321-1501

June 17, 2014

TO: Patrick O. Reilly, Chief Auditor
Office of the Chief Auditor

FROM: Shelley N. Meloni, R.A., NCARB, LEED® AP
Executive Director, Office of Facilities & Construction

SUBJECT: **MANAGEMENT RESPONSE TO
OFFICE OF THE CHIEF AUDITOR, JUNE 2014,
REVIEW OF FORT LAUDERDALE HIGH SCHOOL
PHASED REPLACEMENT PROJECT
PROJECT NO. P.000687 (f.k.a. 0951-27-01)**

This is in response to the Audit Report, dated June 2014 on Fort Lauderdale High School, Phased Replacement, Project No. P.000687 (f.k.a 0951-27-01).

Finding # 1:

The Office of Facilities and Construction approved and made payments to the General Contractor for additional work prior to CCD's being converted to Change Orders, and Change Orders being approved by the School Board of Broward County.

Management Response - Office of Facilities & Construction (OF&C)

Status:

The OF&C acknowledges that payments were made to the General Contractor based on Construction Change Directives (CCDs). Although this practice has recently ceased, it has been a standard operating procedure since 1987(Attachment #1) where up to 1% of the value of the CCD is approved for payment. Based on new contract interpretation from the Office of the General Counsel (Attachment #7), OF&C believes and agrees that the long standing practice of allowing payments on CCDs should be eliminated.

Due to the accounting complexities of determining allowable change order payments to a contractor based on a percentage of the contract and involving multiple pay applications, OF&C relies heavily on the services of the Certified Public Accounting Staff in our Capital Payments.

The Capital Payments group carefully evaluates each pay application for compliance with the contract documents and Board Policy. In the case of Fort Lauderdale High, Capital Payments made reduction adjustments to pay applications inclusive of CCDs to make sure that they were in compliance with Board Policy. These payment reductions were not reflected in any of the pay application exhibits as submitted in the Audit Report. The reduction and modification of specific pay applications submitted by Capital Payments represents a current process of checks and balances that are intended to protect the District from possible overpayment established in Board Policy. The District is additionally protected from overpayment by withholding retainage and enforcing the payment and performance bond requirements of the contract.

The OF&C recommends moving forward, due to past practices, inconsistencies and recent legal contract interpretation (Attachment #7), additional contract modifications implemented to further clarify the methodology

used for payments on change orders not yet approved by the Board and specifically, prohibiting any payment for CCDs.

Finding # 2:

The Office of Facilities and Construction did not obtain the Performance and Payment Bond Riders for Change Orders, when increases to the contract amount were incurred, as required by the Contract Documents.

Management Response - Office of Facilities & Construction (OF&C)

Status:

*The OF&C agrees with Finding #2, however, this specific Contract does **not** require Bond Riders. Surety Bond requirement in Article 33.02.08 requires the contractor provide a Surety Bond for 100% of the value of the work at the time of the award. Although the contractor is allowed to charge 1% for bond costs associated with change order work, the contractor is **not** required, in this particular contract, to provide a "bond rider" at execution of each change order. Specification Section 00630 and Section 00635 (Attachment #2) are new documents that were approved as part of the revised contract template in June 2013. These documents were not included in the contract for Fort Lauderdale High. At the conclusion of the contract, the Bonding Company is required to provide a "Consent of Surety" for the entire value of the project, inclusive of change orders before final payment is issued.*

Finding # 3:

The requirement of School Board of Broward County Policy 7006 – Approval of Facilities' Construction Contract Change Orders was not in agreement with the General Conditions of the Contract.

Management Response - Office of Facilities & Construction (OF&C)

Status:

The OF&C agrees with Finding #3. The deviation of the 1% to 5% is not specific to the Fort Lauderdale High School Project and is in numerous contracts dating back to at least 2000. See contract template dated June 21, 2000, Section 33.04A (Attachment #3). OF&C completely agrees that the contract should align with Board Policy 7006. This discrepancy was fixed when the boiler plate contract was revised by Staff and approved by the Board in June 2013. The revision occurred subsequent to the Fort Lauderdale project being awarded.

Finding # 4:

The Office of Facilities and Construction did not list Construction Change Directives issued to the General Contractor, as required in the Change Order Summary Form and Prolog Change Order Listing Report, resulting in understating the monetary commitments of the project.

Management Response - Office of Facilities & Construction (OF&C)

Status:

Although the Change Order Summary contains a section where CCDs should be listed, this section has not been used as a matter of course. The Change Order Summary form is not a contractual document. This form is primarily used for calculating error and omission percentages and is not intended to be a mechanism to inform the School Board of pending CCD exposure.

CCDs are typically converted to formal Change Orders and executed by the Board. Additionally, the proposed cost and time are subject to change and are not entered into Prolog until the specific Change Order Board item is being prepared. Based on recent discussions at the Board, OF&C agrees that the School Board should be made aware of pending CCDs. Since the Board does not take any formal action on CCDs, OF&C recommends that the mechanism to inform the Board of pending CCD amounts not be a formal School Board item, but possibly a monthly report on potential additional costs on a project. The appropriate mechanism shall be discussed further with the Superintendent.

Finding # 5:

The Office of Facilities and Construction did not ensure that the General Contractor maintained the appropriate Builder's Risk Insurance coverage in effect, as required by the Contract Documents.

Management Response - Office of Facilities & Construction (OF&C)

Status:

Although OF&C agrees that the contractual insurance provisions, definitions and requirements need to be clarified and strengthened, the audit fails to recognize that this project is a phased project and that insurance is only required for 100% "of the values at risk". Once a building is completed, the risk and coverage is adjusted to cover only the buildings that continue to be under construction. Form 1770e, Project Consultant's Letter Establishing Substantial Completion (Attachment #5) anticipates the phased nature of the "Values at Risk" when it describes a "completed portion of the work".

OF&C contends that there is inconsistency in the interpretation of the contract with respect to the enforcement of the Builders Risk provision, primarily due to an unclear understanding of the definition of "Substantial Completion" and as to which party determines that the project has reached Substantial Completion. The Audit Department's interpretation is that absent an OEF 110b (a document that is not a requirement of the contract) the project has not reached Substantial Completion.

In Article 0700.5.01.02 (Attachment #8) the role of determining Substantial Completion is clearly that of the "Consultant". There is no mention of an OEF form 110b, Certificate of Occupancy or the Building Official's determination referenced in 0700 Article (5) of the contract.

Additional contractual language that describes when Builders Risk concludes is the 1770 series of forms. 1770a (Attachment #4) Item 3 states "I understand that I am to continue with builders risk coverage required by the contract until the Date of Substantial Completion is agreed upon by the parties to the Contract." 1770e (Attachment #5) states "Evidence is provided by our signatures below that the Project Consultant and Contractor agree that the project was ready for Beneficial Occupancy by the Owner for its intended purpose on the Date of Substantial Completion listed above. The Owner is advised to submit Form 770 to advise Risk Management and Safety of the required change of insurance for this completed portion of the work." Appropriately, the Consultant executed 1770e, in accordance with the requirements of the contract.

In this case, by the consultant establishing substantial completion as defined in Article 0700.5.01.02 and all relevant parties executing Form 1770e, the owner, in fact took "beneficial occupancy" of the building and therefore the builders risk coverage was proportionately converted into a property policy on the date of Substantial Completion, pursuant to Article 0700.5.01.02 of the contract.

OF&C recognizes that the current contract requires specific remediation, due to conflicting information in the contract, Insurance Policy, and pertinent forms. Due to numerous contractual discrepancies, the terms "Beneficial Occupancy" and "Substantial Completion" are vague, inconsistent, and need further legal interpretation and research. A legal interpretation request has been sent to the Office of the General Counsel.

To eliminate future contractual conflicts, OF&C recommends inclusion of the OEF 110b into the contract; editing the 1770 series of forms to include the execution of the OEF 110b document as a requirement for Substantial Completion; and recommending revisions to Article 0700.5.01.02 to change the party responsible for officially determining that the project is substantially complete to the Chief Building Official.

Finding # 6:

The Office of Facilities and Construction approved the payment of change order labor burden costs without the supporting documentation to validate entitlement that such burden costs were incurred and paid out by the General Contractor and subcontractors to their employees.

Management Response - Office of Facilities & Construction (OF&C)

Status:

OF&C agrees with Finding #6. The contractor is currently reviewing the chart (Exhibit # Z1-Z2) of the Audit Report as this is a new document to the project team. OF&C previously submitted to the Audit Department on

March 11, 2014, Change order #105, outlining a proposed credit (Attachment #6) for labor burden identified on Change Orders 1-57.

With regards to the suggested labor burden credit, the project team has requested additional time to analyze Exhibit Z1-Z2, as submitted in the Audit Report. A cursory review of the document has identified several issues including accounting/mathematical typographical errors, job description category discrepancies and basic omission type errors. The contractor is in the process of evaluating and will submit a detailed report of its findings. At the conclusion of the evaluation, if appropriate, the contractor will make adjustment to Credit Change Order #105 (Attachment #6) accordingly, previously submitted to the Office of the Chief Auditor on March 11, 2014.

Finding # 7:

The Office of Facilities and Construction approved Change Orders that deviated from the cost amounts of the related Construction Change Directive (CCD) cost amounts previously approved by all parties.

Management Response - Office of Facilities & Construction (OF&C)

Status:

OF&C agrees with the principal finding in Finding #7 with regards to the variation in the cost between the CCDs and the executed Change Orders. OF&C is reviewing the details as to why the change orders differ from the approved CCDs.

Further to Finding #7, OF&C is not in agreement with the cause category statement that "OF&C did not comply with the contract requirements that justify the use of CCDs where changes to project, cost and time were involved." The issuance of CCDs for items that the parties agreed to both the contract amount and time were due to the critical nature of the work. Section 1250.1.7.c of the contract is very clear that a CCD can be used "at the owners discretion" to avoid critical delays to the project schedule. In the case of this project, most of the CCDs were originally based on previously submitted change order proposals, which were of such a critical nature that they were converted to a CCD in order not to "prohibit the contractor from completing the time critical elements of the project," as stated in Section 1250.1.7.c of the contract.

With the exception of #4, OF&C has no objection to any of the suggested recommendations as it feels they will enhance the transparency of the process. Such recommendations may require contract modifications. With respect to Recommendation #4, OF&C will require additional time to evaluate the cause and impact regarding the request for credit in the amount of \$6,624.61.

SNM/SVC/GB:ma
Attachment

c: Sonja Coley, Senior Project Manager
Greg Boardman, Project Manager III
Audit Response File, Office of Facilities & Construction

Attachment # 1

Printed by: Gregory T Boardman

Title: Up One Leveladreadauderdale HS - Pay application no. 24 CCD : CAB

Monday, June 16, 2014 5:17:57 PM

Page 1 of 3

From: Thomas C. Cooney

Friday, April 18, 2014 10:01:27 AM

Subject: Re: Fwd: RE: Ft. Lauderdale HS - Pay application no. 24 CCD

To: Pamela C. Norwood

Cc: Denis A. Herrmann Gregory T. Boardman Shelley N. Meloni
Paul Carland Robert P. Vignola GC-log

Pam:

The contract language supercedes the policy; however, the authority to approve change orders is discretionary - not mandatory. It is not the contractor's call. Further, the contractor may not bill for CCDs - only change orders. If the Superintendent or Shelley wish to approve a change order, and the approval of such change order does not exceed the the 5% cumulative threshold, they may do so.

Sincerely,

Thomas C. Cooney, Esq.

Assistant General Counsel

Office of The General Counsel

The School Board of Broward County, Florida

754-321-2050

Under Florida Public Records Law, emails sent and received as part of the transaction of School District business are public records. Public records must be retained and, upon request, made available to the public and the media, except if excluded or made confidential by law. Your email address and the contents of the email will be released in response to any request for public records, except as excluded by F.S. 119.071, 1002.22(3)(d) [student records], or any other law of the State of Florida. If you do not want your email address to be released as part of a public record, do not send an email, rather contact this office by phone or in writing.

Pamela C. Norwood on Thursday, April 17, 2014 at 4:13 PM -0400 wrote:

Tom

I have an issue on the Fort Lauderdale High project related to the payment amount permitted on Construction Change Directives (CCDs) prior to Board approval. Board policy 7006 (attached) limits the approval amount of change orders (without Board approval) to 1% of the contract value when the contractor exceeds three million. However, the contractor has pointed to the contract language (attached) which indicates this limit is 5% of the contract value. In the case of a direct conflict I do not know which language prevails: the policy or the contract. (I lean towards the policy 7006 limit as in this case the contract explicitly references it). It seems that the contract contains a typo as this 1% policy limit has been in place since 1987.

Would you please provide some guidance?

Attachment # 2



The School Board of Broward County, Florida
Supply Management & Logistics Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351

(754) 321-0505

Document 00630: Performance Bond Rider

Project Title:
Project No.:
Location No.:
Facility Name:
Facility Address:

Description of Modification (s) to the Contract:

KNOW ALL PERSONS BY THESE PRESENTS, THAT

_____, as Principal, located at _____ and _____
_____, _____
(Contractors Name)
<address> <phone>

and _____, a corporation, as Surety, located at _____

<address>

and _____ are bound to The School Board of Broward County, Florida,

<phone>

herein called "Owner", by Bond Number: _____, dated _____ of _____,

in the sum of \$ _____, in favor of **The School Board of Broward County, Florida**
(Bond Amount)

hereby agree to amend the bond as follows:

- Increase or Decrease the bond amount from: \$ _____ to
the \$ _____;
(Final Amount) (Original Amount)

Such change to be effective the _____ day of _____; provided,
however, that said bond shall continue subject to the terms, conditions and limitations thereof, except, as
hereby changed.

This Rider incorporates all provisions of the Performance Bond with the agreement date of _____,
_____, Contract Amount and/or Partial GMP date of _____.



The School Board of Broward County, Florida
Supply Management & Logistics Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351

(754) 321-0505

Document 00630: Performance Bond Rider

Signed, sealed and dated this _____ day of _____.

Dated on: _____,

Contractor

Principal: _____

By: _____
(Signature)

SEAL

Surety:

By: _____
(Signature)

As Attorney in Fact, Florida Licensed
Resident Agent SEAL

NOTE: THIS BOND SHALL BE POSTED BY THE PRINCIPAL AT THE PROJECT WORK SITE AT ALL TIMES. PRINCIPAL SHALL RECORD THIS BOND IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.



The School Board of Broward County, Florida
Supply Management & Logistics Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351

(754) 321-0505

Document 00635: Payment Bond Rider

Project Title:
Project No:
Location No.:
Facility Name:
Facility Address:

Description of Modification (s) to the Contract:

BE KNOW ALL PERSONS BY THESE PRESENTS, THAT

(Contractors Name)
_____, as Principal, located at _____ and _____
<address> <phone>

and _____, a corporation, as Surety, located at _____
<address>

and _____ are bound to The School Board of Broward County, Florida,
<phone>

herein called "Owner", by Bond Number: _____, dated _____ of _____,

in the sum of \$ _____, in favor of The School Board of Broward County, Florida
(Bond Amount)

hereby agree to amend the bond as follows:

- Increase or Decrease the bond amount from: \$ _____ to
the \$ _____; (Original Amount)
(Final Amount)

Such change to be effective the _____ day of _____; provided,
however, that said bond shall continue subject to the terms, conditions and limitations thereof, except, as
hereby changed.

This Rider incorporates all provisions of the Performance Bond with the agreement date of _____,
Contract Amount and/or Partial GMP date of _____.



The School Board of Broward County, Florida
Supply Management & Logistics Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351

(754) 321-0505

Document 00635: Payment Bond Rider

Signed, sealed and dated this _____ day of _____.

Dated on: _____

Contractor

Principal: _____

By: _____
(Signature)

SEAL

Surety: _____

By: _____
(Signature)

As Attorney in Fact, Florida Licensed
Resident Agent SEAL

NOTE: THIS BOND SHALL BE POSTED BY THE PRINCIPAL AT THE PROJECT WORK SITE AT ALL TIMES. PRINCIPAL SHALL RECORD THIS BOND IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

A. The Superintendent or the Deputy Superintendent of Facilities and Construction Management is authorized to approve change orders up to the cumulative total of 5 percent of the original construction contract amount.

B. When the cumulative total of all change orders on a project has exceeded the ceiling established in 33.04A above, all subsequent change orders will require prior Board approval, except in emergency cases as declared by the Superintendent, or where the change order in question would be in the form of a credit, thereby reducing the adjusted contract amount.

C. Approval of change orders under this policy shall be for the purposes of expediting the work in progress and shall be confirmed by Board action at the next regular meeting of the Board.

ARTICLE 34. DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK.

34.01 In the event that the Contractor covers, conceals or obscures its work in violation of this Contract or in violation of a directive from the Owner or the Project Consultant, such work shall be uncovered and displayed for the Owner's or Project Consultant's inspection upon request, and shall be reworked at no cost in time or money to the Owner.

31.02 If any of the work is covered, concealed or obscured in a manner not covered by Subparagraph (A) above, it shall, if directed by the Owner or the Project Consultant, be uncovered and displayed for the Owner's or Project Consultant's inspection. If the uncovered work conforms substantially with this Contract, the costs incurred by the Contractor to uncover and subsequently replace such work shall be borne by the Owner; otherwise, such costs shall be borne by the Contractor.

31.03 The Contractor shall, at no additional cost in money to the Owner or extension of time correct work rejected by the Owner or by the Project Consultant as defective or failing to conform to this Contract. Additionally, the Contractor shall reimburse the Owner for all testing, inspections and other expenses incurred as a result thereof.

31.04 In addition to its warranty obligations set forth elsewhere herein, the contractor shall be specifically obligated to correct any and all defective or nonconforming work for a period of twelve (12) months following final completion upon written direction from the Owner.

31.05 The Owner may, but shall in no event be required to, choose to accept defective or nonconforming work.

31.05.01 In such event, the Contract Price shall be reduced, at Owner's option, by the greater of (i) the reasonable costs of removing and correcting the defective or nonconforming work, or (ii) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming work.



The School Board of Broward County, Florida
 Facilities and Construction Management Division
 1700 SW 14th Court
 Fort Lauderdale, FL 33312

(754) 321-1500

Document 01770a (00 65 16.10)-Contractor's Request for Substantial Completion Inspection

To:
 (Project Consultant)

Project No:
 Project Title:
 Facility Name:

Request No.: _____ Date: _____

- ☐ Full Project
☐ Designated Portion (Attach Description)

I hereby certify that I am an officer of the firm or corporation named herein and have been properly authorized to make the following statements concerning the project named above:

1. The above named project or designated portion thereof will be substantially complete in accordance with the contract requirements and ready (excluding the attached list of deficiencies) for inspection on:

2. The Date of Substantial Completion required by the Contract (as modified by any approved change orders affecting Contract Time) is:

3. I understand that I am to continue with builder's risk insurance coverage required by the Contract until the Date of Substantial Completion is agreed upon by the parties to the Contract. Additionally, I understand that I am to continue with liability coverage and maintenance required by the Contract until the Owner's Final Acceptance of the Work.
4. I have assembled and attached complete sets of Operations and Maintenance Manuals and other required closeout documents along with my Contractor's List of Deficiencies that will not preclude Substantial Completion. I have also attached my Time Extension Request for any delays related to this portion of the Work.

Submitted By:
 Company Name &
 Address:

Signature

Phone:

Title

Distribution

Project Manager
 Owner's Representative
 Contractor's Surety

Attachments:

Contractor's List of Deficiencies
 Applicable Closeout Documents
 Time Extension Request (if applicable)

Notice to Contractor

See 01770-Closeout procedures for lead time notification.

Neither the determination by the Project Consultant that the Work is substantially complete, nor the acceptance thereof by the Owner, shall preclude subsequent claims against the Owner pursuant to portions of the Work not meeting the requirements of the Contract or for the Contractor's provisions for the Contractor's warranty of the Work.



The School Board of Broward County, Florida
Facilities and Construction Management Division
1700 SW 14th Court
Fort Lauderdale, FL 33312

(754) 321-1500

Document 01770e (01 65 16.40)-Project Consultant's Letter Establishing Substantial Completion Date

Instructions for Project Consultant's Use: Provide this completed letter to establish the Date of Substantial Completion of the Work or a designated portion thereof.

To:
(Owner's
Representative)

Project No:
Project Title:
Facility Name:
Contractor:

Contractor's
Request No.: _____ Date: _____

- ☐ Full Project
☐ Designated Portion (Attach Description)

On _____, the Substantial Completion
Inspection was completed for the project, or designated portion thereof, listed above.

This shall certify that the Contractor achieved Substantial Completion and the Work, or designated portion thereof, was ready for beneficial occupancy on the following date:

The date of Substantial Completion is the last date of Substantial Completion for this Work, or designated portion thereof, originally requested by the Contractor. Evidence is provided by our signatures below that the Project Consultant and Contractor agree that this project was ready for Beneficial Occupancy by the Owner for its intended purpose on the date of Substantial Completion listed above. The Owner is advised to submit Standard Form 770 to advise Risk Management and Safety of the required change of insurance for this completed portion of the Work.

By:
(Project
Consultant)

Firm Name _____

By:
(Contractor)

Firm Name _____

Distribution:

Deputy Superintendent of Facilities & Construction
Management
Director, Project Management
Coordinator, Design and Construction Contracts
Senior Project Manager
Project Manager
Senior Supervisor, Inspections and Code Compliance

For Facilities and Construction Management Division Use

☐ Date is acceptable; letter is hereby placed in
General File.

Inspector of Record

Attachment # 6



The School Board of Broward County, Florida
Facilities and Construction Management Division
1700 SW 14th Court
Fort Lauderdale, FL 33312

(754) 321-1500

Document 01250g (00 63 63)-Construction Change Order-Item #105

Facility Name: Fort Lauderdale High School Date: 3/11/2014
Project Name: Phased Replacement Project # P000687
Project Description: Concurrent Phased Replacement
Contractor: Kaufman Lynn Reference Letter 3/4/2014
Dated:

Description of Change: Contractor provided credit for labor burden costs assigned to change orders #'s 1-57. As a result of negotiations to a uniform rate schedule that was determined to be fair, reasonable and in conformance with statutory required insurance regulation.

Attachments: 1250b, 1250d, Proposal Document,

Reason For Change: Original labor burden costs assigned to specific change orders were evaluated and determined to be above industry standard.

Summary:

Total of Credits and/or Added Costs: Add: \$
Deduct: \$27,276.00
The Contract Time will be (increased) (decreased) by: 0 Days

THIS CHANGE ORDER ITEM IS INCLUSIVE OF ALL COSTS ASSOCIATED WITH THIS WORK. NO ADDITIONAL COMPENSATION FOR EXTENDED TIME SHALL BE DUE AS A RESULT OF THIS CHANGE IN THE SCOPE OF WORK.

Recommended
Chris E. Bray
Project Consultant's Signature Date 3/12/14

Accepted
Ben Baffer
Contractor's Signature Date 3/12/14

Reviewed and Concurred
Gregory T. Boardman
Facilities Project Manager's Signature Date

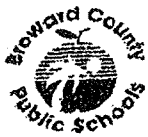
Chris Bray
Project Consultant's Typed Name
Manny Synalovski Associates LLC
Project Consultant's Firm Name

Ben Baffer
Contractor's Typed Name
Kaufman Lynn
Contractor's Firm Name

Gregory T. Boardman
Facilities Project Manager's Typed Name
The School Board of Broward County, FL

This Information to be completed by School Board of Broward County Staff

Change Order Categories	Sub Categories
<input type="checkbox"/> Owner's Request <input type="checkbox"/> Unforeseen <input type="checkbox"/> Consultant Error <input type="checkbox"/> Consultant Omission	<input type="checkbox"/> Regulatory Compliance <input type="checkbox"/> Safety/Emergency



The School Board of Broward County, Florida
Facilities and Construction Management Division
1700 SW 14th Court
Fort Lauderdale, FL 33312

Document 01250b (00 63 57)-Change Order Request (Proposal)

To: Manuel Synalowski Assoc
1800 Eller Drive, Suite 500
Ft. Lauderdale, FL 33316
(Project Consultant)

Project No: P.000687
Project Title: Phased Replacement

Facility Name: Ft. Lauderdale High School

Change Order
LABOR RATE ADJUSTMENT FOR COR 1-57

Request No.: # 105 Date: 3/4/14

(One Request
(Proposal per form))

This Change Order Request (Proposal) contains an itemized quotation for changes in the contract Sum and / or Time in response to proposed modifications to the Contract Documents based on Proposal Request No.N/A or other conditions which require this Proposal.

Description of Proposed Change: Adjust COR Labor Rates to match Agreed upon Labor Burden for COR
#1 - #57
(1,2,3,6,7,8A,8B,11,13,14,15,17,18,20,21,22,23,24,25,26,27,30,31,32,33,34,35,37,38,41A,41B,42,43,44,45A,45B4
5C,45D,45E,46,47,48,49,50,51,52A,52B,53,54,55,56,57).

This amount reflects changes to labor burden and all calculated mark ups have been adjusted accordingly.

Attachments

Reason for Change: To comply with request from SBBC Auditing Department.

Does Proposed Change Involve a change in Contract Sum or Time? ☒ Yes ☐ No

If Yes: Proposed Change In Contract Sum:

(\$27,276)

Proposed Change In Contract Time:

Days

Attached Pages: ☒ Proposal Worksheet Summary
☒ Proposal Worksheet Detail(s)

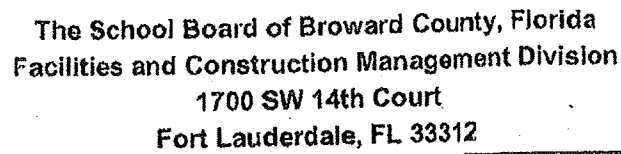
Contractor: Kaufman Lynn Construction, Inc.

By: (Signature)

☒ Attached is supporting information from: ☒ Subcontractor ☒ Supplier ☐ Other

The School Board of Broward County, Florida
(Specifier replace this line with SBBC project number and name)
(Specifier replace this line with SBBC Project Consultant's name)
(Specifier leave this line) SBBC Design & Material Standards, January 01, 2010 Edition)

Section 01250d (00 63 54)
Change Order Request (Proposal)
(Specifier replace this line with issue date)
Page 1 of 1



To: Manuel Synalovski Assoc

Project No: P.000687
Project Title: Phased Replacement
Facility Name: Ft. Lauderdale High School

Change Order
Request No.: # 105

Date Prepared: March 4, 2014

From/Trade: Kaufman Lynn Construction

Contact: **Ben Baffer** Phone: **561-445-5747**

Additions:					
DIV #	Sheet	Item Description	Materials	Labor	Subtotal
		ADJUST LABOR RATES			(27,275.91)
		Adjust COR Labor Rates to match Agreed upon Labor Burden for COR #1 - #57 (1,2,3,6,7,8A,8B,11,13,14,15,17,18,20,21,22,23,24,25,26,27,30,31,32,33,34,35,37,38,41A,41B,42,43,44,45A,45B45C,45D,45E,46,47,48,49,50,51,52A,52B,53,54,55,56,57).			
		Subtotal Additions:			(\$27,275.91)

Deductions:					
	Sheet	Item Description	Materials	Labor	Subtotal
Subtotal Deductions:					0.00

The School Board of Broward County, Florida
 [Specifier replace this line with SBBC project number and name]
 [Specifier replace this line with SBBC Project Consultant's name]
 ((Specifier leave this line)) SBBC Design & Material Standards, January 01, 2010 Edition)

Section 01250d (00 83 54)
Proposal Worksheet Summary
(Specifier replace this line with issue date)
Page 1 of 1



4850 T-Rex Avenue, Suite 300
Boca Raton, Florida 33431
Ph: 561-361-6700

March 4, 2014

COR #105 RECAP

LABOR RATE ADJUSTMENT FOR COR 1-57

COR #	DESCRIPTION	ORIGINAL \$'s	REVISED \$'s	DELTA	COMMENTS
CO #2					
1	DECREASE CONTRACT DURATION	0.00	0.00	0.00	Days only
2	OVERSIZED FOOTINGS AT EX MH CONFLICT	21,058.06	21,060.80	2.74	Labor
3	EXTENDED EL CONDUITS	15,868.00	15,298.88	(569.12)	Electrician
6	DRAIN STRUCTUR	3,185.00	3,088.40	(96.60)	Site Labor / Operator
14	CR FLOOR BOXES	52,283.00	46,155.12	(6,127.88)	Electrician
15	STREET LIGHT	3,815.00	3,790.05	(24.95)	Electrician
17	STORM DAYS	0.00	0.00	0.00	Days only
18	CITY DELAYS	0.00	0.00	0.00	Days only
30	DELETE CCTV EQ	(60,177.00)	(60,177.00)	0.00	CCTV Equipment System Sub/Supplier Credit
31	12 TYPE P-4 LIGHT FIXTURES	9,132.00	8,784.33	(347.67)	Electrician
33	OFFSET ES H20 MAIN	3,946.00	3,946.00	0.00	Previously adjusted labor rates
34	BUS LOOP MH	7,394.00	7,394.00	0.00	Previously adjusted labor rates
35	PVC STORM CHANGES	6,016.99	6,016.99	0.00	Previously adjusted labor rates
37	UNWANTED CABINETS	5,832.75	5,832.75	0.00	Institutional Products agreed to unit cost
CO #3					
7R	STAIRS	9,985.00	9,987.00	(8.00)	Rebar Labor
8A	DOOR ASI #3	1,883.57	1,741.00	(142.57)	Carpenter/Labor
8B	DOOR ASI #4	5,596.98	5,546.00	(50.98)	Carpenter
11	ADD DRAINS TO PEDESTRIAN BRIDGE	17,809.00	17,716.00	(93.00)	Plumber
13	EL FEED TO BLDG 13	19,048.00	17,308.00	(1,740.00)	Electrician
20	TEMP BUS LOOP	25,952.00	24,217.00	(1,735.00)	Electrician/Labor
21	FIRE RISER BLDG 5	11,145.00	9,804.00	(1,341.00)	Sprinkler fitter
22	BUS LOOP FDC & HYD	11,089.00	10,151.00	(938.00)	Sprinkler fitter
23	INSULATE UG CWP	5,380.00	7,107.00	1,727.00	Plumber
24	CHILLER ENCLOSURE	22,084.44	20,908.00	(1,176.44)	Concrete finisher/Labor
25	FIRE DAMPERS	10,183.00	9,068.00	(1,115.00)	HVAC
26	GEN FUEL PORT	27,256.00	28,987.00	1,731.00	Labor/Carpenter/Painter/Electrician
27	RELOCATE HYDRANT & FDC	34,283.00	33,541.00	(742.00)	Sprinkler fitter
32	ADD LIGHTING POWER FOR DISPLAY CASES	1,428.00	1,227.00	(201.00)	Electrician
38	LATH & PLASTER CR TLT GLG	13,827.00	13,827.00	0.00	None - Labor Burden per agreed upon %
41A	BUS DRIVE CHANGES ADD HC RAMPS (CE)	12,525.00	13,600.80	1,075.80	Labor/Carpenter
41B	BUS DRIVE CHANGES (OR)	42,411.00	42,236.49	(174.51)	Labor/Carpenter/Electrician
42	BLDG 8 LAB TABLE INFRASTRUCTURE	154,249.00	151,296.90	(2,952.10)	Labor/Carpenter/Plumbers/Electrician
43	FIBER OPTIC BACKBONE TO 6 ADDITIONAL IDF CLOSETS	91,502.00	89,520.85	(1,981.15)	Electrician
44	Stamped Concrete	7,856.00	7,856.00	0.00	None - Labor Burden per agreed upon %

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF THE GENERAL COUNSEL


K.C. WRIGHT ADMINISTRATION BUILDING
600 SOUTHEAST THIRD AVENUE, 11TH FLOOR
FORT LAUDERDALE, FLORIDA 33301
Telephone: (754) 321-2050
Facsimile: (754) 321-2705

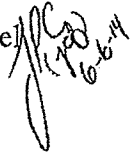
J. PAUL CARLAND, II
GENERAL COUNSEL

MEMORANDUM

TO: Patrick Reilly, Chief Auditor
Office of the Chief Auditor

COPY TO: Shelley Meloni, Executive Director
Facilities Design & Construction

FROM: Thomas C. Cooney, Assistant General Counsel 

VIA: J. Paul Carland, II, General Counsel 

DATE: June 6, 2014

SUBJECT: Requests for Legal Opinion
Fort Lauderdale High School Phased Replacement
Project P.000687

This is in response to three (3) separate memoranda from your Office seeking legal opinions regarding the use of Construction Change Directives ("CCDs") and Construction Change Orders ("Change Orders" or "COs") on the Fort Lauderdale High School Phased Replacement project referenced above (the "Project"). The questions presented to this Office concern the application of Board Policy 7006 and the Construction Contract between the School Board and Contractor for the Project.

BACKGROUND - POLICY AND CONTRACT LANGUAGE

Policy 7006 - Approval of Facilities' Construction Contract Change Orders

1. Policy 7006 (the "Policy") authorizes the Superintendent or his/her designee(s), or the Associate Superintendent of Facilities (currently known as the *Task Assigned Chief Facilities & Construction Officer, Office of Facilities & Construction*) to approve Change Orders in the name of the Board (without prior Board approval) up to the cumulative total of 1% of the original Construction Contract amount for projects over \$3 million and 3% of the original Construction Contract amount for projects under \$3 million.

44.14

2. Once the cumulative total of all Change Orders on a project has exceeded the ceiling established in [paragraph 1 above], all subsequent change orders require prior Board approval, except [1] in emergency cases as declared by the Superintendent, or [2] where the change order in question would be in the form of a credit, thereby reducing the Adjusted Contract amount.

3. All Change Orders approved by the Superintendent or his/her designee(s), or the Task Assigned Chief Facilities & Construction Officer pursuant to the authority under the Policy must be confirmed by Board action at the next regular Board meeting.

Construction Contract

Change Order Approval - For this Project, the Board-approved Construction Contract between the School Board and Contractor for this Project *increased* the Change Order approval authority of the Superintendent or his/her designee(s), or the Task Assigned Chief Facilities & Construction Officer, Office of Facilities & Construction to 5% of the original Construction Contract amount of \$15,998,000. Therefore, for this Project the cumulative amount of Change Orders that may be approved by either the Superintendent or the CFCO without prior to Board approval is \$799,900 (5% of \$15,998,000).

REQUESTS FOR LEGAL OPINION

A. Request for Legal Opinion re: Policy 7006, CCDs and COs – Your memorandum dated February 25, 2014, requested a legal opinion regarding the application of SBBC Policy 7006 to CCDs and COs.

Question 1: *“Does SBBC Policy 7006 - Approval of Facilities' Construction Contract Change Orders (EXHIBIT A), apply exclusively to Change Orders, or does it also apply to Construction Change Directives (“CCDs”)?”*

Answer: No. Policy 7006 applies directly, but not exclusively to Change Orders.

Rationale: Although the language in Policy 7006 (the “**Policy**”) only references Change Orders, such language applies to both CCDs and Construction Change Orders (“**COIs**”) because both CCDs and COIs must be converted into Change Orders before modification of the contract terms is legally effective. See Article 1.7 F for CCDs. and Paragraph 1 of the Policy grants limited authority to the “Superintendent and the Associate Superintendent of Facilities [currently, the Executive Director Facilities Design & Construction, Office of Facilities & Construction (“Shelley Meloni”)] to approve COs without prior Board approval. Paragraph 3 of the Policy requires such Change Orders approved by the Superintendent or the [CFCO] to “*be confirmed by Board action at the next regular meeting.*”

Question 2: “Do Credit Change Orders require prior Board approval?” (Emphasis added).

Answer: No. Pursuant to paragraphs 2 and 3 of the Policy, credit Change Orders do not require prior Board approval, but they must be “confirmed by Board action at the next regular meeting.” (Emphasis added).

Question 3: “Does the reason for a Credit Change Order matter with regards to policy 7006? For example, reducing the scope of a project versus Direct Owner Purchase Credit Change Orders?”

Answer: No. Paragraph 2 of the Policy does not establish criteria for credit Change Orders, but Paragraph 3 requires that credit Change Orders “... *be confirmed by Board action at the next regular meeting.*”

B. Request for Legal Opinion re: Change to Adjustment Amount on CCDs – Robert Goode’s memorandum dated February 25, 2014, requested a legal opinion whether the basis of adjustment identified on CCDs may be changed from “lump-sum” to “cost plus” after execution of the CCD by all parties.

Question: When converting a fully executed, Lump-Sum based CCD to a Change Order, is it permissible to change the cost and time indicated on the face of the CCD?

Answer: It depends. The cost and time indicated on a fully-executed, Lump-Sum based CCD may not be changed once the work identified in the CCD has commenced. However, the cost and time indicated on a fully or partially executed CCD may be modified (1) if such work has not yet commenced and (2) both contractor and Owner agree in writing to such modification. In this example, the initial Lump-Sum based CCD may be voided and a new CCD executed which modifies the agreed proposed basis of adjustment, costs and/or time.

C. Request for Legal Opinion re: Contractual Basis of Adjustment of CCDs – Robert Goode’s memorandum of February 26, 2014, requested a legal opinion regarding the controlling basis for adjustment for CCDs which have been executed by all parties, but which lack any indication of the agreed “proposed basis of adjustment” (i.e. Lump Sum, Unit Price, Cost Plus, etc.).

Question: Where no basis of adjustment is indicated on a CCD, would such CCD convert to a Cost Plus basis of adjustment?

Answer: Assuming that the CCD in question indicates a dollar amount, and assuming that no other documentation exists which identifies the intended basis of adjustment (and which was signed by both the Contractor and Owner prior to, or contemporaneous with the execution of the

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subject CCD), such CCD may be considered to be based upon either Lump Sum or Cost Plus with a Guaranteed Maximum Price at the option of the Owner.

TCC:tcc

Attachment # 8

- 4.04.02 In the event more than one phase is involved, then the liquidated damages due for each phase shall be as follows:

Phase - N/A

_____ Dollars \$ _____

Phase - N/A

_____ Dollars \$ _____

Phase - N/A

_____ Dollars \$ _____

- 4.04.03 Owner and Contractor acknowledge that any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs, likely to be sustained by the Owner, estimated at the time of executing this Contract. If the Owner reasonably believes in its discretion that Substantial Completion will be delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when in its discretion the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

- 4.04.04 Partial use or occupancy of the Work shall not result in the Work deemed substantially completed, and such partial use or occupancy shall not be evidence of Substantial Completion.

- 4.04.05 Substantial Completion, in the context of this Contract, does not refer to any prior dates wherein the Owner employs other contractors to work on the same site of the Project or Work.

ARTICLE 5. SUBSTANTIAL COMPLETION AND FINAL PAYMENT.

5.01 Substantial Completion:

- 5.01.01 When the Contractor believes that Substantial Completion has been achieved, the Contractor shall notify the Project Consultant in writing and shall provide to the Project Consultant a listing of those matters yet to be finished. The Project Consultant will determine whether the Work (or portion thereof) is appropriately ready for a Substantial Completion Inspection.

- 5.01.02 If the Work is determined to be ready for a Substantial Completion Inspection, the Project Consultant and Owner will thereupon conduct an inspection of the Work to determine if the Work is, in fact, substantially complete and establish a list of items necessary for the Contractor to correct or finish. When Substantial Completion has been granted as evidenced by the Substantial Completion Inspection, the Project Consultant will issue a letter formally establishing the Substantial Completion Date for the Work or portion thereof.

- 5.01.03 Upon Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to the Contract Price, less any amounts attributable to liquidated damages, together with two hundred percent (200%) of the reasonable costs (as determined by the Owner at its sole discretion), for

SECTION IV
APPENDIX

ABBREVIATIONS

A/E	Architect/Engineers
AFP	Application for Payment
CCD	Construction Change Directive
CCNA	Consultant's Competitive Negotiations Act
CD	Construction Documents
CM	Construction Manager
CO	Change Order
COI	Change Order Item
DOE	Department Of Education
DOP	Direct Owner Purchase
ECD	Estimated Completion Date
E&O	Errors and Omissions
F.S.	Florida Statutes
FBC	Florida Building Code
F&CM	Facilities and Construction Management Division
FHSAA	Florida High School Athletic Association
FS	Florida Statutes
GMP	Guaranteed Maximum Price
HVAC	Heating, Ventilation and Air Conditioning
OCA	Office of the Chief Auditor
OFC	Office of Facilities & Construction
OR	Owner's Request
LSC	Life Safety Code
N/A	Not Applicable
NFPA	National Fire Protection Association
OFC	Office of Facilities & Construction
PM	Project Manager
PO	Purchase Order
PPO	Physical Plant Operations
PSA	Professional Services Agreement
RAF	Regional Athletic Facility
SBBC	School Board of Broward County or the Board
SREF	State Requirements for Educational Facilities
UBCI	Uniform Building Code Inspector
UC	Unforeseen Condition

