



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Special Order Request <input type="radio"/> Yes <input checked="" type="radio"/> No Time
Open Agenda <input checked="" type="radio"/> Yes <input type="radio"/> No

MEETING DATE	Mar 17 2015 10:15AM - Regular School Board Meeting
AGENDA ITEM	OPEN ITEMS
CATEGORY	HH. OFFICE OF THE GENERAL COUNSEL
DEPARTMENT	Office of the General Counsel

ITEM No.:

TITLE:
 Final Acceptance and Settlement Agreement between The School Board of Broward County, Florida, and Lemartec Corporation f/k/a Lemartec Engineering & Construction Corp.

REQUESTED ACTION:
 Approve the Settlement Agreement between The School Board of Broward County, Florida and Lemartec Corporation f/k/a Lemartec Engineering & Construction Corp., and approve the Final Acceptance and Payment for the New Replacement Facility, Project number P.000077 (f.k.a. 0405-99-01) at Lanier-James Educational Center.

SUMMARY EXPLANATION AND BACKGROUND:
 This Settlement Agreement is the result of extensive efforts to resolve differences regarding a claim asserted by Lemartec Corporation f/k/a Lemartec Engineering & Construction Corp. ("LEMARTEC") pursuant to a Construction Agreement ("Agreement") between Lemartec and The School Board of Broward County, Florida (the "SBBC").
 See Supporting Docs for continuation of Summary Explanation and Background.

SCHOOL BOARD GOALS:

Goal 1: High Quality Instruction
 Goal 2: Continuous Improvement
 Goal 3: Effective Communication

FINANCIAL IMPACT:
 The total financial impact of this item is \$136,000 which shall come from the Lanier-James Educational Center Project, P.000077.

EXHIBITS: (List)
 (1) Summary Explanation and Background Continued (2) Settlement Agreement between The School Board of Broward County, Florida and Lemartec Corporation (3) Certificates of Occupancy (OEF 110B) for Phase I and II (4) Certificate of Final Inspection (OEF 209) (5) School Board Policy 7005 (6) Consent of Surety for the Lanier-James Educational Center Project

BOARD ACTION:
APPROVED
 (For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:	
Name: Thomas C. Cooney, Esq.	Phone: 754-321-2050
Name: J. Paul Carland, II, Esq.	Phone: 754-321-2050

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title

J. Paul Carland, II - General Counsel

Signature
J. Paul Carland II
3/3/2015, 3:12:23 PM

Approved In Open Board Meeting On:

By: Donna Kohn
 School Board Chair

MAR 17 2015

SUMMARY EXPLANATION AND BACKGROUND

This Settlement Agreement is the result of extensive efforts to resolve differences regarding a claim asserted by Lemartec Corporation f/k/a Lemartec Engineering & Construction Corp. (“LEMARTEC”) pursuant to a Construction Agreement (“Agreement”) between Lemartec and The School Board of Broward County, Florida (the “SBBC”).

On or about May 19, 2009, the SBBC and LEMARTEC entered into an agreement to construct that project more commonly known as the New Replacement Facility P.000077 (f.k.a. 0405-99-01) at Lanier-James Educational Center (hereinafter, the “Project”).

During and after construction of the Project, LEMARTEC submitted multiple Change Order Requests (“CORs”) to the SBBC seeking additional costs and time associated with both work performed and delays that were alleged to be the result of active interference on the part of the SBBC and/or those under the direct control of SBBC. The CORs sought additional costs for General Conditions and work performed in the amount of \$ 317,734.72, and additional time for alleged delays totaling 264 calendar days.

After the SBBC denied LEMARTEC’s CORs and the Damages being sought, LEMARTEC filed a complaint against the SBBC for recovery of its Damages in the matter styled LEMARTEC ENGINEERING & CONSTRUCTION CORP. v. THE SCHOOL BOARD OF BROWARD COUNTY, Case No. 14-003880 (03) (hereinafter the “Lawsuit”).

Resolution and Recommendation

To settle the Lawsuit, the SBBC will pay LEMARTEC the total sum of \$136,000, inclusive of retainage (the “Settlement Sum”), within twenty (20) days of the Effective Date of this Agreement.

This item resolves and settles the dispute between the SBBC and LEMARTEC, and authorizes Final Acceptance of the Project, but does not release, waive, compromise or discharge any liability or responsibility of LEMARTEC or any of its successors, affiliates or assigns for Latent Defects associated with the Project.

This Office and District staff recommend approval of the Settlement Agreement and approval of the Final Acceptance of the Project as a fair, reasonable and cost-effective resolution of the dispute between the parties. In conjunction therewith, staff also recommends approval of the Final Acceptance of the Project.

The Project has been occupied and utilized by District staff for three years. The Project has obtained properly executed Certificates of Occupancy and Final Completion.

End of Document

SETTLEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS;

That the undersigned parties, LEMARTEC CORPORATION f/k/a LEMARTEC ENGINEERING & CONSTRUCTION CORP., a Florida corporation (hereinafter "LEMARTEC") and THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter "School Board"), in consideration for the payments as set forth in this document, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree to mutually release and discharge each other; and

(Whenever any Party is referenced herein, it shall be construed to include singular and plural heir(s), legal representatives, current and former principals, partners, officers, directors, professionals, employees, agents, predecessor and successor corporations, parent corporations, subsidiaries, shareholders, assigns, associates, representatives, partnerships, its consultants and their respective insurers or any other party having or claiming any interest herein.)

WHEREAS, on or about May 19, 2009, the School Board and LEMARTEC entered into an agreement to construct that project more commonly known as the New Replacement Facility P.000077 (f.k.a. 0405-99-01) at Lanier-James Educational Center, located in Broward County, Florida (hereinafter "Project"); and

WHEREAS, during and after construction of the Project, LEMARTEC submitted multiple Change Order Requests ("CORs") to the School Board seeking both additional costs and time associated with both work performed and delays that were alleged to be the result of active interference on the part of the School Board and/or those under the direct control of SBBC; and

WHEREAS, the CORs sought additional costs for General Conditions in the amount of \$295,395.72, additional costs for work performed in the amount of \$22,339, and additional time for alleged delays totaling 264 calendar days; and

WHEREAS, the additional costs and time sought by LEMARTEC totaling \$ 317,734.72 and 264 calendar days are hereinafter collectively referred to as the “**Damages**”; and

WHEREAS, the School Board denied LEMARTEC’s CORs and the Damages being sought; and

WHEREAS, LEMARTEC filed a complaint against the School Board for recovery of its Damages in the matter styled LEMARTEC ENGINEERING & CONSTRUCTION CORP. v. THE SCHOOL BOARD OF BROWARD COUNTY[, FLORIDA], Case No. 14-003880 (03) (hereinafter the “**Lawsuit**”); and

WHEREAS, the Parties desire to resolve and settle the Lawsuit to avoid additional costs; and

WHEREAS, nothing in this Agreement is intended to nor shall act as a release, waiver, limitation, compromise or discharge of liability of responsibility of LEMARTEC for latent construction defects; and

NOW THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. The Parties hereby warrant and represent that as an inducement to the entry of this Agreement, that they did not and shall not assign or transfer any of their right, title and/or interest to any claim, cause of action or action that they have or may have in the future relating to the Project, to any person or entity relative to the Project.
3. This Agreement is the joint product of the respective Parties and may not be more strictly construed against any party by virtue of any alleged drafter.



4. In accordance to with the Parties' Agreement the School Board, will pay LEMARTEC the sum of ONE HUNDRED THIRTY-SIX THOUSAND AND 00/100 DOLLARS (\$136,000.00) (the "Settlement Sum") within twenty (20) days of the Effective Date of this Agreement. The Parties acknowledge that said amount represents full and final payment in consideration for a full release, in accordance with Exhibit "A" attached hereto, with regard to the Project, as further described in paragraph 6 of this Agreement.

5. Approval of this Agreement by the School Board at a duly called Board Meeting shall serve as a condition precedent to any portion of the payment referenced in paragraph 4, above. Furthermore, prior to the scheduled Board Meeting, both a Final Payment Requisition and Consent of Surety must be submitted to the School Board c/o its counsel in the amount of \$136,000.00.¹ The approval of the Agreement will be placed on the Agenda for the Board Meeting scheduled on March 17, 2015. The Effective Date shall be the date on which the Board ratifies payment pursuant to this Settlement Agreement. The timing for payment of the sums outlined in paragraph 4 shall be made not later than twenty (20) days after the Board's approval of this Agreement. If this Agreement is not approved at or before the referenced March 17, 2015 meeting, this Agreement shall be automatically void and of no force and effect. Lemartec expressly reserves all rights in such an event.

6. For the above-referenced consideration and other good and valuable consideration the sufficiency of which is hereby acknowledged, the Parties shall hereby release and forever discharge each other from any and all direct and derivative claims, liabilities, liens, demands, obligations, costs, attorneys' fees, actions and causes of actions of every nature, character and description which the Parties have, had or will have in the future, relating to the Project, as

¹ LEMARTEC's failure to provide this information timely, will serve as an agreed upon extension of time to the deadline in paragraph 5 to submit payment pursuant to paragraph 4.



further described in Exhibit "A" attached hereto. This Release is conditional upon receipt by LEMARTEC of the payment referred to in paragraph 4 above, in cleared funds.

7. The Parties agree to bear their own attorneys' fees and costs and agree to waive any claims regarding same.

8. The Parties enter into this Agreement voluntarily and under the advice of their respective counsel.

9. The Parties expressly deny any and all allegations, claims, defenses, or liability with regards to any contention, defense, and allegation made by any Party to this Agreement, and as such, all Parties agree that this Agreement shall not be construed as admission of liability by any Party executing this Agreement, by whom liability is expressly denied, or be admissible in any forum for any purpose other than the enforcement of the terms herein.

10. This Agreement is to be construed broadly to execute the intent of the Parties and enforced under the laws of the State of Florida. The Parties stipulate that the Circuit Court of Broward County shall have jurisdiction to enforce and construe this Settlement and Release Agreement.

11. This Agreement does not settle, limit, waive, release or compromise any potential claims and/or causes of action the Parties may have against each other and/or their subconsultants, subcontractors, materialmen or suppliers for any claims and/or causes of action for: (a) latent defects² at the Project, (b) obligations to provide documentation to the SBBC pursuant to either contract or statute, (c) rights of indemnification not expressly released by this Agreement, (d) claims against the Performance Bond for the Project arising from latent defects, and (e) any claim for future personal injury.

12. Each person signing this Agreement warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and

² As of the date of this Agreement, no latent construction or design defects have been identified.



obligate such Party with respect to all provisions contained in this Agreement, and has not conveyed, transferred or assigned its rights assert or maintain any claims or defenses related to the Project to any entity or party, which it seeks to Release per Exhibit A to this Agreement..

13. This Agreement contains the entire agreement between Parties, and the terms of this Agreement are contractual and not a mere recital. The Parties agree that all prior negotiations and understandings between the Parties are merged herein and that this Agreement may not be modified or changed, except by a writing signed by a duly authorized representative of each Party.

14. The Parties agree that this Agreement may be executed in counterparts, and that a copy, facsimile, or electronic transmission of this Agreement shall be as effective and enforceable as the original.

15. The Parties agree that the Settlement Sum includes any and all attorney's fees and costs incurred in relation to the disputes resolved by this Agreement, that the prevailing party in any action to enforce any terms of this Agreement shall be entitled to recover reasonable attorney's fees and costs in trial or appellate proceedings, and the Parties to this Agreement expressly waive their right to a jury trial for any dispute arising out of this Agreement.

IN WITNESS WHEREOF, the Parties, by their duly authorized agents, have signed and sealed this Agreement as of the 17th day of March, 2015 (the "Effective Date").

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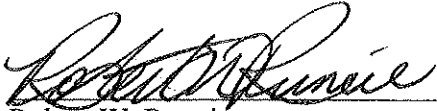
FOR SCHOOL BOARD

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

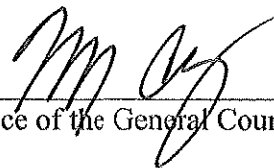
(Corporate Seal)

ATTEST:

By 
Donna Korn, Chair


Robert W. Runcie,
Superintendent of Schools

Approved as to Form and Legal Content:


Office of the General Counsel

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FOR LEMARTEC

LEMARTEC CORPORATION f/k/a LEMARTEC
ENGINEERING & CONSTRUCTION CORP.

By: [Signature]
Jose Garcia-Tunon, Chief Operating Officer

[Signature]
Witness

[Signature]
Witness

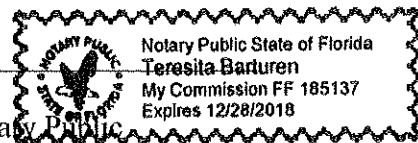
STATE OF FLORIDA)
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 18 day of Feb., 2015, by Jose Garcia-Tunon, Chief Operating Officer of LEMARTEC CORPORATION f/k/a LEMARTEC ENGINEERING & CONSTRUCTION CORP., a Florida corporation, on behalf of the corporation. He took an oath, and is personally known to me or has produced _____ as identification and acknowledged before me that he/she executed the same freely and voluntarily for the purposes therein expressed.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:

Printed Name of Notary Public



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“Exhibit “A”

MUTUAL RELEASE

KNOW ALL MEN BY THESE PRESENTS that **Lemartec** and **School Board**, for and in consideration of the sum identified in Paragraph 4 of the Settlement Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, exchanged between **Lemartec** and **School Board**, hereby remise, release, acquit, satisfy and forever discharge each other of and from any and all manner of action and actions, causes and causes of action, claims, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, liabilities, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Parties had, now have, or which any personal representative, successor, heir or assign of the Parties hereafter can, shall or may have, from the beginning of the world to the date of these presents, for, upon, or by reason of any matter, cause, or thing whatsoever, arising from or connected with the **Project**, located in the City of Hallandale, in Broward County, Florida.

This RELEASE shall include singular and plural, **Lemartec’s** and **School Board’s** board, officers, directors, agents, representatives, employees, professionals, consultants, insurers, sureties, and attorneys, and any and all parties who, together with it or them, might be directly, derivatively, jointly and/or severally liable to any **Party** to the **Agreement**, and all of their respective successors and assigns.

This RELEASE shall not release any person, firm, entity or individual other than as expressly described herein, and is not intended to benefit any other or third party.

This RELEASE shall not release **Lemartec** for any latent defects that **School Board** knew about or reasonably should have known about as of the Effective Date.

The **Parties** hereby expressly acknowledge warrant and represent that: (i) this Release was signed only after due consideration and consultation with their attorneys; and (ii) in signing this Release, the **Parties** have not relied upon any oral or written statements or acts made by the other **Party** or its attorneys or agents.

IN WITNESS WHEREOF, the **Parties** hereto have made and executed this Release as of this 17th day of March, 2015.

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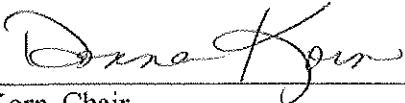
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FOR SCHOOL BOARD

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

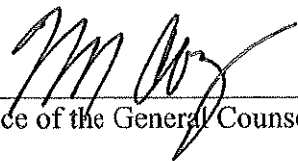
(Corporate Seal)

ATTEST:

By 
Donna Korn, Chair


Robert W. Runcie,
Superintendent of Schools

Approved as to Form and Legal Content:


Office of the General Counsel

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FOR LEMARTEC

LEMARTEC CORPORATION f/k/a LEMARTEC
ENGINEERING & CONSTRUCTION CORP.

By: [Signature]
Jose Garcia-Tunon, Chief Operating Officer

[Signature]
Witness

[Signature]
Witness

STATE OF FLORIDA)
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 18 day of Feb., 2015, by Jose Garcia-Tunon, Chief Operating Officer of LEMARTEC CORPORATION f/k/a LEMARTEC ENGINEERING & CONSTRUCTION CORP., a Florida corporation, on behalf of the corporation. He took an oath, and is personally known to me or has produced _____ as identification and acknowledged before me that he/she executed the same freely and voluntarily for the purposes therein expressed.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:

Printed Name of Notary Public



“Exhibit “A”

MUTUAL RELEASE

KNOW ALL MEN BY THESE PRESENTS that **Lemartec** and **School Board**, for and in consideration of the sum identified in Paragraph 4 of the Settlement Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, exchanged between **Lemartec** and **School Board**, hereby remise, release, acquit, satisfy and forever discharge each other of and from any and all manner of action and actions, causes and causes of action, claims, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, liabilities, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Parties had, now have, or which any personal representative, successor, heir or assign of the Parties hereafter can, shall or may have, from the beginning of the world to the date of these presents, for, upon, or by reason of any matter, cause, or thing whatsoever, arising from or connected with the **Project**, located in the City of Hallandale, in Broward County, Florida.

This RELEASE shall include singular and plural, **Lemartec’s** and **School Board’s** board, officers, directors, agents, representatives, employees, professionals, consultants, insurers, sureties, and attorneys, and any and all parties who, together with it or them, might be directly, derivatively, jointly and/or severally liable to any **Party** to the **Agreement**, and all of their respective successors and assigns.

This RELEASE shall not release any person, firm, entity or individual other than as expressly described herein, and is not intended to benefit any other or third party.

This RELEASE shall not release **Lemartec** for any latent defects that **School Board** knew about or reasonably should have known about as of the Effective Date.

The **Parties** hereby expressly acknowledge warrant and represent that: (i) this Release was signed only after due consideration and consultation with their attorneys; and (ii) in signing this Release, the **Parties** have not relied upon any oral or written statements or acts made by the other **Party** or its attorneys or agents.

IN WITNESS WHEREOF, the **Parties** hereto have made and executed this Release as of this 17th day of March, 2015.

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FOR SCHOOL BOARD

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

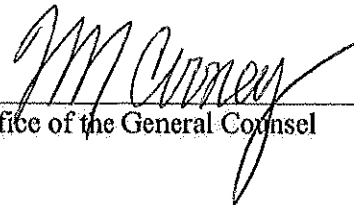
(Corporate Seal)

ATTEST:

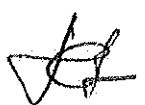

Robert W. Runcie,
Superintendent of Schools

By 
Donna Korn, Chair

Approved as to Form and Legal Content:


Office of the General Counsel

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FOR LEMARTEC

LEMARTEC CORPORATION f/k/a LEMARTEC
ENGINEERING & CONSTRUCTION CORP.

By: [Signature]
Jose Garcia-Tunon, Chief Operating Officer

[Signature]
Witness

[Signature]
Witness

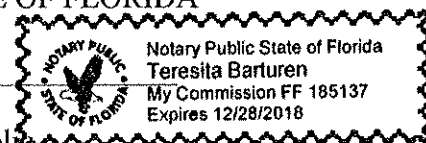
STATE OF FLORIDA)
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 18 day of Feb., 2015, by Jose Garcia-Tunon, Chief Operating Officer of LEMARTEC CORPORATION f/k/a LEMARTEC ENGINEERING & CONSTRUCTION CORP., a Florida corporation, on behalf of the corporation. He took an oath, and is personally known to me or has produced _____ as identification and acknowledged before me that he/she executed the same freely and voluntarily for the purposes therein expressed.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:

Printed Name of Notary Public



Return completed form as needed to:
 Office of Educational Facilities
 325 West Gaines Street, Room 1054
 Tallahassee, Florida 32399-0400
 (850) 245-0494
 Fax (850) 245-9236 or (850) 245-9304

FLORIDA DEPARTMENT OF EDUCATION
 Office of Educational Facilities
CERTIFICATE OF OCCUPANCY

OEF USE ONLY

INSTRUCTIONS: Submit one copy of the completed form for each project over \$300,000. Reproduce this form in sufficient quantity for your use.

RE: Lanier James Education Center
1050 NW 7th Court
Hallandale Beach, FL
SBBC # 0405-99-01

School District Community College)
 School Name Campus)
 Description of Project Replacment Facility
 EFIS Number (if applicable)

In accordance with Section 1013.37(2)(c), Florida Statutes, and upon recommendation of the project architect/engineer and the certified inspector, as stated below, the subject project is ready for occupancy.

Signature: [Signature]
 Superintendent President Designee

Date: 4/7/11

Intended Occupancy Date: _____

PROJECT ARCHITECT/ENGINEER AND CERTIFIED INSPECTOR I have inspected the subject project and, to the best of my knowledge and ability, I have determined that the safety systems* are working satisfactorily; the facility is in compliance with statutes, rules and codes affecting the health and safety of its occupants; and that no asbestos-containing materials were specified for use in this building, nor to the best of my knowledge were asbestos containing materials used in the construction of this project.

Architect or Engineer of Record:

N/A
 High Performance Green Building Standard Used (S. 255.2575(2), F.S.)
Jose Murguido AR 0010670 2/28/2013
 Name (Type or Print) License # Expiration Date
 Signature: [Signature]
 Architect Engineer

Building Official:

ROBERT HAMBERGER BU 1112 11-30-11
 Name (Type or Print) License # Expiration Date
 Signature: [Signature] 4-4-11

Contractor:

LE MARTEL ENGINEERING & CONST. CO. CG-0023821 08/31/2012
 Name (Type or Print) License # Expiration Date

Threshold Inspector (if applicable):

 Name (Type or Print) License # Expiration Date

Project Information

Code/Edition FBC-2004 Occupancy Type(s) EDUCATION Construction Type(s) L-6 Occupant Load 240
 Automatic Sprinkler System Required X Y N District/Community College Permit Number _____
 Special Permit Stipulations N/A

*Safety systems include, but are not limited to: exiting, safety, rescue, fire rating, fire protection, means of egress, master valves, eye wash and dousing shower in science labs; emergency disconnects in shops; fume and dust collection systems; heat and smoke detectors, stage protection including curtain operation, smoke vent, sprinklers, etc.; kitchen hood; fire sprinklers; smoke venting; illumination of means of egress; emergency lighting; emergency power; exit lights; fire alarm systems with required incidental functions; fire extinguishers; fuel fired heaters; electrical illumination; electrical system required ventilation; toilet facilities; kitchen hot water supply; water supply; and sewage disposal as they apply to this project.

Return completed form as needed to:
Office of Educational Facilities
325 West Gaines Street, Room 1054
Tallahassee, Florida 32399-0400
(850) 245-0494
Fax (850) 245-9236 or (850) 245-9304

FLORIDA DEPARTMENT OF EDUCATION
Office of Educational Facilities
CERTIFICATE OF OCCUPANCY

OEI USE ONLY

INSTRUCTIONS: Submit one copy of the completed form for each project over \$300,000.
Reproduce this form in sufficient quantity for your use.

RE: The School District of Broward County School District Community College
Lanier James Education Center _____ School Name Campus
Phase II- Partial Site (Staff Parking Lot, Parent Drop-off and Connecting Walks Only) _____ Description of Project
SBBC NO. 0405-99-01 _____ EFIS Number (if applicable)

In accordance with Section 1013.37(2)(c), Florida Statutes, and upon recommendation of the project architect/engineer and the certified inspector, as stated below, the subject project is ready for occupancy.

Signature: Karen M. Runcie Date: 7/5/12
 Superintendent President Designee

Intended Occupancy Date: _____

PROJECT ARCHITECT/ENGINEER AND CERTIFIED INSPECTOR I have inspected the subject project and, to the best of my knowledge and ability, I have determined that the safety systems* are working satisfactorily; the facility is in compliance with statutes, rules and codes affecting the health and safety of its occupants; and that no asbestos-containing materials were specified for use in this building, nor to the best of my knowledge were asbestos containing materials used in the construction of this project.

Architect or Engineer of Record:
(NOT APPLICABLE)

High Performance Green Building Standard Used (S. 255.2575(2), F.S.)
Jose Murguido

Rating: Achieved

02/28/2013
Expiration Date

Name (Type or Print) _____ License # AR0010670
Signature: _____
 Architect Engineer

Building Official:

ROBERT STAMBERGER BU 1112 11-30-13
Name (Type or Print) _____ License # _____ Expiration Date _____
Signature: _____ 11-18-11

Contractor:

Lemartec Engineering & Construction Corp. CG-C023821 08/31/2012
Name (Type or Print) _____ License # _____ Expiration Date _____

Threshold Inspector (if applicable): N/A

Name (Type or Print) _____ License # _____ Expiration Date _____

Project Information

Code/Edition: FBC-2004 Occupancy Type(s): Education Construction Type(s) I-B Occupant Load: 240

Automatic Sprinkler System Required (X) Y N District/Community College Permit Number _____

Special Permit Stipulations N/A

*Safety systems include, but are not limited to: exiting, safety, rescue, fire rating, fire protection, means of egress, master valves, eye wash and dousing shower in science labs; emergency disconnects in shops; fume and dust collection systems; heat and smoke detectors, stage protection including curtain operation, smoke vent, sprinklers, etc.; kitchen hood; fire sprinklers; smoke venting; illumination of means of egress; emergency lighting; emergency power; exit lights; fire alarm systems with required incidental functions; fire extinguishers; fuel fired heaters; electrical illumination; electrical system required ventilation; toilet facilities; kitchen hot water supply; water supply; and sewage disposal as they apply to this project.

FLORIDA DEPARTMENT OF EDUCATION
Office of Educational Facilities

CERTIFICATE OF FINAL INSPECTION

TO: Office of Educational Facilities (OEF) 325 West Gaines Street, Room 1054 Tallahassee, Florida 32399-0400 (850) 245-0494 Fax (850) 245-9236 or (850) 245-9304	OEF USE ONLY
INSTRUCTIONS: Submit for OEF files one copy of the completed form for all projects with construction costs exceeding \$300,000. Mark the appropriate term within the parentheses. Reproduce this form in sufficient quantity for your use. Section 1013.37(2)(c), F.S.	

RE: Project No. 0405-99-01 a.k.a. P.000077 OEF Assigned Project Number
School Board of Broward County, Florida (X School District Florida College)
Lanier James Education Center (X School Name Campus)
0405 (X School College) Code Number
Facility Replacement on new location with parking lot, parent drop off, baseball and play court. Description of Project

SECTION A: BOARD'S ACCEPTANCE

Upon the recommendation of our Project (Architect Engineer) as certified in Section B below, in accordance with Chapter 1013, F.S., THE BOARD ACCEPTED the above-referenced project on _____.

Name (Type or Print) Mr. Robert W. Runcie

Signature: *Robert W. Runcie* Date: 3/20/2015

(X Superintendent President)

SECTION B: (ARCHITECT ENGINEER) CERTIFICATION

As PROJECT (ARCHITECT ENGINEER), I have inspected this project and, in my considered professional opinion, the work required by the contract for this project has been completed in accordance with approved contract documents; Chapter 1013, Florida Statutes; Rule 6A-2.0010, FAC; Chapter 553, F.S.; and the Florida Building Code.

Signature: *[Signature]* Date: 2/27/15

Firm Name: Zyscovich Architects, Inc.

Address: 100 Biscayne Boulevard Miami FL 33132
Street/P.O. Box City State Zip

SECTION C: Building Official Other (Specify) Certification

I have inspected the project, and in my considered opinion, it is complete and in accordance with applicable statutes, rules, and codes.

Name (Type or Print) Robert Hamberger

Signature: *[Signature]* Date: 3-2-2015

(X Building Official Certified Inspector)

SECTION D: FACILITY INFORMATION

1. TYPE OF PROJECT: New Plant <input type="checkbox"/> Addition <input type="checkbox"/> Remodeling <input type="checkbox"/> Renovation <input checked="" type="checkbox"/> New Replac	2. CORRECTED "SPACE INVENTORY REPORT" (land, building, room) HAS BEEN FILED WITH THE OEF: X Yes <input type="checkbox"/> No N/A If "No," explain: _____
3. SOURCE OF FUNDS: <input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal <input checked="" type="checkbox"/> COP	4. ADJUSTED FINAL CONTRACT AMOUNT: \$ 8,161,148 5. PROJECT GROSS SQUARE FOOTAGE: 59,082 SQ. FT.
	6. COST PER GROSS SQUARE FOOT: \$ 138.13 7. COST PER STUDENT STATION: \$ 31,140.42

CERTIFICATE OF FINAL INSPECTION (CFI)

8. BUILDING CONTRACT DATE: May 19, 2009 COMPLETION DATE: March 5, 2012

9. CHANGE ORDERS - List of each Change Order and amount (excluding Direct Purchase amounts).

C.O. No. <u>1</u>	\$ <u>47,221</u>	C.O. No. <u>9</u>	\$ <u>24,943</u>
C.O. No. <u>2</u>	\$ <u>97,796</u>	C.O. No. <u>10</u>	\$ <u>10,410</u>
C.O. No. <u>3</u>	\$ <u>2,088</u>	C.O. No. <u>11</u>	\$ <u>42,769</u>
C.O. No. <u>4</u>	\$ <u>1,528</u>	C.O. No. <u>12</u>	\$ <u>(-51,537)</u>
C.O. No. <u>5</u>	\$ <u>0</u>	C.O. No. _____	\$ _____
C.O. No. <u>6</u>	\$ <u>64,699</u>	C.O. No. _____	\$ _____
C.O. No. <u>7</u>	\$ <u>12,047</u>	C.O. No. _____	\$ _____
C.O. No. <u>8</u>	\$ <u>77,181</u>	C.O. No. _____	\$ _____

10. Date of Occupancy: April 7, 2011

11. Additional Information:

PAYMENTS TO CONTRACTOR DURING CONSTRUCTION

PER STATUTE F.S. 255.078, AND EXCEPT AS PROVIDED BELOW, CONSTRUCTION PAYMENTS ON PROJECTS UP TO FIFTY (50) PERCENT COMPLETION SHALL NOT EXCEED NINETY (90) PERCENT OF THE WORK COMPLETED OR MATERIALS PAID FOR AND PROPERLY STORED ON SITE, OR IN A BONDED WAREHOUSE.

PAYMENTS SHALL BE CONDITIONED UPON OWNER'S REPRESENTATIVE APPROVING PROGRESS OF WORK AND MATERIALS STORED, IN ACCORDANCE WITH THE EXECUTED CONSTRUCTION CONTRACT.

REDUCTION OF RETAINAGE:

PER STATUTE F.S. 255.078, RETAINAGE SHALL BE REDUCED TO FIVE (5) PERCENT AFTER THE PROJECT REACHES FIFTY (50) PERCENT COMPLETION. FURTHER REDUCTION OF RETAINAGE SHALL BE AUTHORIZED ONLY AFTER THE PROJECT ACHIEVES SUBSTANTIAL COMPLETION AND THE CERTIFICATE OF OCCUPANCY OR FORM OEF 110B HAS BEEN FULLY EXECUTED. THE RETAINAGE REDUCTION BELOW FIVE (5) PERCENT SHALL REQUIRE THE RECOMMENDATION OF THE SUPERINTENDENT OR DEPUTY SUPERINTENDENT OF FACILITIES AND CONSTRUCTION MANAGEMENT, AND BE AUTHORIZED BY BOARD ACTION.

REDUCTION OF RETAINAGE ON IDENTIFIABLE PHASED PROJECTS IS PERMITTED, PURSUANT TO THE RULES ABOVE. FOR PHASED PROJECTS, IF THE OVERALL CONTRACT VALUE EXCEEDS THE CONSTRUCTION COST LIMIT PER STATUTE F.S. 287.055; REDUCTION OF RETAINAGE ON INDIVIDUAL PHASES SHALL REQUIRE BOARD APPROVAL.

FINAL PAYMENT OF RETAINAGE:

THE CRITERIA AND CONDITIONS FOR FINAL PAYMENT OF THE RETAINAGE INCLUDE:

1. THE SCHOOL BOARD ACCEPTS THE FACILITY VIA AN EXECUTED FORM 110B.
2. ALL CONTRACTUAL OBLIGATIONS HAVE BEEN COMPLETED.
3. EXECUTED FORM OEF 209, OR WHEN AN OEF 209 IS NOT REQUIRED, CERTIFICATION OF COMPLETION BY THE ARCHITECT OR ENGINEER OF RECORD.

FINAL ACCEPTANCE AND RELEASE OF RETAINAGE ON PROJECTS WITH A CONSTRUCTION COST LIMIT PER F.S. 287.055 SHALL NOT REQUIRE BOARD APPROVAL. APPROVAL SHALL BE GRANTED BY THE DEPUTY SUPERINTENDENT OF FACILITIES AND CONSTRUCTION MANAGEMENT OR DESIGNEE, UPON RECEIPT OF THE EXECUTED CERTIFICATE OF FINAL INSPECTION OR CERTIFICATE OF COMPLETION NOTED ABOVE. FOR THE PURPOSES OF THIS RULE, CONSTRUCTION CONTRACTS THAT DO NOT REQUIRE A CERTIFICATE OF OCCUPANCY SHALL BE CERTIFIED AS SUBSTANTIALLY COMPLETE BY THE ARCHITECT OR ENGINEER OF RECORD.

AUTHORITY: F.S. 1001.41 (1) (2)
F.S. 1013.50
F.S. 218.735 (8)
F.S. 255.078
F.S. 287.055

POLICY ADOPTED: 1/21/82; 5/19/88; 1/16/07

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

Bond No. SU103 9315

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input checked="" type="checkbox"/>
OTHER	<input type="checkbox"/>

TO OWNER:
(Name and address)

The School Board of Broward County
1700 Southwest 14th Court
Fort Lauderdale FL 33312

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: New Replacement School - Lanier James Education Center

PROJECT:
(Name and address)

New Replacement School - Lanier James Education Center

CONTRACT DATED: May 19, 2009

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Arch Insurance Company
300 Plaza Three, Third Floor
Jersey City NJ 07311

, SURETY,

on bond of
(Insert name and address of Contractor)

Lemartec Engineering & Construction Corporation
11740 Southwest 80th Street, 3rd Floor
Miami FL 33183

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to
(Insert name and address of Owner)

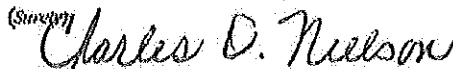
The School Board of Broward County
1700 Southwest 14th Court
Fort Lauderdale FL 33312

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: February 26, 2015
(Insert in writing the month followed by the numeric date and year.)

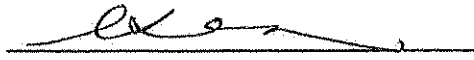
Arch Insurance Company

(Signature)


(Signature of authorized representative)

Charles D. Nielson Attorney-in-Fact

(Printed name and title)

Attest:
(Seal): 

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Arthur Lawrence Colley, Audria R. Ward, Brett Rosenhaus, Charles D. Nielson, Charles J. Nielson, David R. Hoover, Edward T. Ward, F. Danny Gann, John R. Neu, Kevin Wojtowicz and Laura D. Mosholder of Miami Lakes, FL (EACH)

Its true and lawful Attorney(s)-In-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 5th day of June, 2014.

Attested and Certified

Arch Insurance Company

Patrick K. Nails
Patrick K. Nails, Secretary

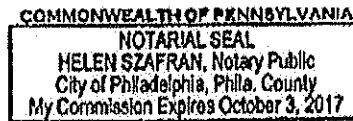


David M. Finkelstein
David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Helen Szafran, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Helen Szafran
Helen Szafran, Notary Public
My commission expires 10/03/2017

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated June 5, 2014 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 26th day of February, 2015.

Patrick K. Nails
Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

