



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2017-12-05 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	HH. OFFICE OF THE GENERAL COUNSEL
DEPARTMENT	Office of the General Counsel

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

ITEM No.:

HH-1.

TITLE:

Settlement Agreement between The School Board of Broward County, Florida and National Roofing of South Florida, Inc.

REQUESTED ACTION:

Approve the Settlement Agreement between The School Board of Broward County, Florida and National Roofing of South Florida, Inc. and approve the Final Acceptance of ~~Twin Lakes Warehouse/Book Department (Project No. P.000865)~~, McFatter Technical Center (Project No. 000857), Atlantic Technical Center (Project No. 001383) and Riverglades ES (Project No. 001442).

SUMMARY EXPLANATION AND BACKGROUND:

This Agreement is the result of efforts to resolve differences and disputes between National Roofing of South Florida, Inc. ("National Roofing") and The School Board of Broward County, Florida (the "SBBC") arising from the design and construction administration of various school projects. 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 financial impact to the District is \$127,176.76. The source of funds is from open purchase orders on these projects.

EXHIBITS: (List)

(1) Summary Explanation and Background Continued (2) Settlement Agreement between The School Board of Broward County Florida and National Roofing of South Florida, Inc. (3) Policy 7005 (4) Certificates of Occupancy (OEF 110Bs) forms for McFatter and Atlantic Technical Center (5) Certificates of Final Inspection (OEF 209) forms for McFatter and Atlantic Technical Center (6) Certificate of Completion for the Riverglades ES Project

BOARD ACTION:

APPROVED AS AMENDED

(See Amendment Attached)

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Thomas C. Cooney, Esq.	Phone: 754-321-2050
Name:	Phone:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Barbara J. Myrick - General Counsel

Signature

Barbara J. Myrick

11/16/2017, 3:06:03 PM

Approved In Open Board Meeting On: **DEC 05 2017**

Nora Rupert

School Board Chair

HH-1 Amendment December 5, 2017 SBOM Meeting

Motion to Amend (Carried)

Motion was made by Ms. Korn, seconded by Mrs. Bartleman and carried, to amend the Requested Action by removing "...~~Twin Lakes Warehouse/Book Department (Project No. P.000855)~~...."

SUMMARY EXPLANATION AND BACKGROUND

This Agreement is the result of efforts to resolve differences and disputes between National Roofing of South Florida, Inc. (“**National Roofing**”) and The School Board of Broward County, Florida (the “**SBBC**”) arising from the design and construction administration of various school projects.

The School Board contracted with National Roofing to perform work on the following roofing projects:

1. Twin Lakes Warehouse/Book Department (Project No. P.000855),
2. McFatter Technical Center (Project No. 000857),
3. Atlantic Technical Center (Project No. 001383),
4. Riverglades ES (Project No. 001442) and
5. North Central Area Office (Project No. 001147) (collectively, the “**Projects**”).

During and after performance of work on the Projects, National Roofing became financially unable to perform, resulting in delays to full completion and acceptance of the Projects. Because of such delays, the SBBC withheld payment to which National Roofing claimed it was entitled.

In late 2015, unable to resolve differences and disputes over such non-payment, National Roofing filed a twelve-count Complaint against SBBC in the matter styled National Roofing of South Florida, Inc. v. The School Board of Broward County, Florida, Case Number CACE 16-009474 (18), pending in the Circuit Court of the 17th Judicial Circuit, in and for Broward County, Florida (the “**Lawsuit**”). National Roofing sought the unpaid contract balances on the project totaling \$127,836.69 for the Projects, not including fees and interest.

Except for the North Central Area Office project, the scope of all construction work has been completed on the Projects. The additional work required to be performed on the North Central Area Office project falls outside of National Roofing’s contractual obligations, and because National Roofing is no longer in business, such work will be completed by others. Accordingly, an item for the Final Acceptance of the North Central Area Office project shall be presented to the SBBC at a future date.

Through settlement negotiations, National Roofing has agreed to accept payment from the SBBC in the total amount of **\$127,176.76** in full and complete settlement of the Lawsuit.

Of this amount, one payment in the amount of **\$6,125.00** shall be made payable directly to Soprema, Inc. (the roofing materials manufacturer for the Atlantic Technical Center), and **\$800.00** shall be made payable directly to IA Engineering and Design, Inc. c/o Irving Abcug (the Engineer of Record for the Projects), and **\$120,251.76** shall be made to National Roofing via payment to the Vezina Lawrence and Piscitelli P.A. Trust Account. All payments shall be made within 15 days of approval of this Settlement Agreement.

This item resolves and settles all litigation between the School Board and National Roofing, except potential future claims for personal injury and latent defects. Neither party admits liability for the claims.

District Staff and the General Counsel’s Office recommend approval of the Settlement Agreement as a fair, reasonable and cost-effective resolution of the dispute between the parties.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (hereinafter "Agreement") is entered into by and between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ("SBBC") and NATIONAL ROOFING OF SOUTH FLORIDA, INC., a Florida corporation ("NATIONAL ROOFING") (hereinafter collectively referred to as the "Parties" unless otherwise referenced herein):

WITNESSETH:

WHEREAS, the Parties to this Agreement have existing between them certain differences and disputes arising out of the alleged non-payment by the SBBC to NATIONAL ROOFING for the construction of various roofing projects at **Twin Lakes Warehouse/Book Department** (Project No. P.000855), **McFatter Technical Center** (Project No. 000857), **Atlantic Technical Center** (Project No. 001383), **Riverglades ES** (Project No. 001442) and **North Central Area Office** (Project No. 001147) (the "Projects"); and

WHEREAS, on December 16, 2015, NATIONAL ROOFING filed a complaint against SBBC alleging non-payment for work performed by it on the Projects; and

WHEREAS, in its complaint, NATIONAL ROOFING alleges that it is entitled to payment for services allegedly provided on the Projects; and

WHEREAS, the Parties wish to resolve all their differences and all claims asserted in the above referenced matters; and

WHEREAS, with the Parties desire to resolve any and all known claims on the Projects; and

WHEREAS, this Agreement, subject to the provisions below, resolves all claims referenced herein, and all underlying claims and disputes between the Parties, and their respective employees, agents, subcontractors, consultants, officers, directors, servants, executors, heirs, administrators,

successors and assigns, up to and including those claims, causes of action and action that arose or could have arisen due to any and all events associated with the claims and those other matters referenced in this Agreement and any and all other matters related to the Projects, in any way; and

WHEREAS, the Parties desire to amicably resolve all claims between the Parties, but do not admit to any liability nor to the claims and defenses of the other Parties hereto; and

WHEREAS, the Parties to this Agreement hereby enter into this Agreement, under which SBBC agrees to pay certain settlement sums to NATIONAL ROOFING in full and complete settlement of the claims as well as all potential or possible causes of action and claims of NATIONAL ROOFING relating to the Projects; and

WHEREAS, the Parties to this Agreement do not admit any wrongdoing or liability, but have determined to settle and compromise these claims to avoid the financial expense and burden and uncertainties associated with protracted and complex litigation; and

WHEREAS, the Parties desire to reduce this, their agreement of settlement, to writing so that it may be binding upon the Parties, their successors and assigns; and

WHEREAS, except for the Twin Lakes and North Central Area Office projects, construction work has been completed on the Projects; and

WHEREAS, construction work never commenced on the Twin Lakes Project; and

WHEREAS, except for minor punch list work, the additional work required to be performed on the North Central Area Office project falls outside of NATIONAL ROOFING's contractual obligations; and

WHEREAS, the additional work required to be performed on the North Central Area Office project cannot be assigned to NATIONAL ROOFING to be performed via additive change order because NATIONAL ROOFING is no longer in business; and

WHEREAS, with regard to resolution of all claims outlined in this Agreement, the Parties agree to bear their own costs, including expert and attorney's fees.

NOW, THEREFORE, in consideration of the foregoing representation of the mutual covenants, promises and considerations hereinafter set forth with the intent to be legally bound, it is agreed by and between the Parties as follows:

1. **Incorporation of Recitals:** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Matters Settled:** This Agreement settles all claims on the Projects, any and all claims and causes of action of any nature whatsoever that the Parties had, has or will have in the future relating to the above referenced Projects. This Agreement does not settle, and specifically excludes the settlement of or release of NATIONAL ROOFING from any liability, duty or responsibility of NATIONAL ROOFING relating to latent defects or damages associated therewith, and which are associated with the Projects.

3. **Payment of Settlement Sums:** In full and complete settlement of all claims, SBBC agrees to pay NATIONAL ROOFING, its Engineer of Record and its material supplier the total amount of ONE HUNDRED TWENTY-SEVEN THOUSAND ONE HUNDRED SEVENTY-SIX DOLLARS AND 76/100 (**\$127,176.76**) ("**Settlement Sum**"). This Settlement Sum shall consist of the following, three (3) separate payments:

- a. One check made payable to **SOPREMA, INC.**, the roofing manufacturer, c/o Mr. Todd Jackson, General Counsel, 310 Quadral Drive, Wadsworth, OH 44281, in the amount of SIX THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS AND 00/100 (**\$6,125.00**);
- b. One check made payable to **IA ENGINEERING AND DESIGN, INC.**, c/o Mr. Irving Abcug, 8427 Siciliano Street, Boynton Beach, Florida 33472 (the Engineer of Record for the Atlantic Technical Center and North Central Area Office projects), in the amount of EIGHT HUNDRED AND 00/100 (**\$800.00**); and

- c. Once check made payable to **VEZINA LAWRENCE AND PISCITELLI P.A TRUST ACCOUNT**, 300 SW First Avenue, Suite 150, Fort Lauderdale, Florida 33301 (Counsel for National Roofing), for the balance of the Settlement Sum in the amount of ONE HUNDRED TWENTY-ONE THREE-HUNDRED SEVENTY-SIX AND 76/100 (**\$120,251.76**).

4. **Approval of Agreement and Payment Terms:** Approval of this Agreement by SBBC at a duly called Board Meeting, shall serve as a condition precedent to payment.

- a. SBBC shall transmit the \$6,125.00 check described in paragraph 3.a above within fifteen (15) days of the School Board's approval of this Agreement.
- b. SBBC shall transmit the \$800.00 check described in paragraph 3.b above within fifteen (15) days of the School Board's approval of this Agreement.
- c. SBBC shall transmit the \$120,251.76 payment described in paragraph 3.c above within five (5) days of emailed confirmation from the General Counsel to Soprema, Inc., Mr. Todd Jackson, that the Platinum NDL Roof Warranty with 140 m.p.h. Wind Rider for the Atlantic Technical Center project, which is to be held in trust by counsel to the School Board, is valid and enforceable.

To the extent that any conditions precedent as described above are not satisfied, all documents (including the Releases executed by the Parties) shall be returned to the Parties, and this Agreement shall be declared null and void.

5. **Releases:** Parties shall provide the other executed Releases in the forms attached hereto as Exhibit "A" and Exhibit "B."

6. **Dismissal of Claims with Prejudice:** Within five (5) business days of NATIONAL ROOFING's receipt of the Settlement Sum described in paragraph 3.b, NATIONAL ROOFING will file a Notice of Dismissal with Prejudice and Order of Dismissal of all claims that were raised or could have been raised, with each party agreeing to bear their own attorneys' fees and cost, and with the Court reserving jurisdiction to enforce the terms of this Agreement. The Notice of Dismissal with Prejudice and Order of Dismissal shall in no way release SBBC from its payment obligations pursuant to paragraph 3.b above.

7. **Assignment of Claims:** NATIONAL ROOFING and SBBC hereby warrant and represent to each other that as an inducement to enter into this Agreement, that neither party has, nor shall not assign or transfer any of its rights, titles or interest to any claim, cause of action or action that it has or may have in the future relating to any of the aforementioned matters to any person or entity relative to the Projects.

8. **Attorney's Fees and Costs:**

a. The Parties shall each bear their own attorney's fees and costs incurred in relation to the matters resolved by this Agreement.

b. The prevailing party in any action to enforce any terms of this Agreement shall be entitled to recover reasonable attorney's fees and costs.

9. **Choice of Law and Venue:**

a. This Agreement shall be interpreted in accordance with the substantive laws of the State of Florida.

b. Venue for any dispute arising out of this Agreement shall lie solely and exclusively in a court of competent jurisdiction in the 17th Judicial Circuit in and for Broward County, Florida, and the Parties waive the right to venue elsewhere.

10. **Waiver of Jury Trial:** **THE PARTIES TO THIS AGREEMENT EXPRESSLY WAIVE THEIR RIGHT TO A JURY TRIAL FOR ANY DISPUTE ARISING OUT OF THIS AGREEMENT.**

11. **Authority:** The signatories to this Agreement represent that they have the authority to enter into this Agreement and have the authority to execute the Releases attached hereto as Exhibits "A" and "B".

12. **Entire Agreement:**

a. This Agreement sets forth the entire Agreement between the Parties hereto and supersedes any and all prior agreements, understandings, or representations between the Parties hereto pertaining to the subject matter hereof.

b. The Parties acknowledge that this Agreement is the result of their joint efforts with each party having the benefit of legal counsel, and shall be construed as having been drafted by all Parties hereto.

c. The Parties acknowledge and agree that each is foregoing certain rights and assuming certain duties and obligations which, but for this Agreement, would not have been released or assumed. Accordingly, the Parties agree that this Agreement is fully and adequately supported by consideration, is fair and reasonable, and that the Parties have had the opportunity to consult with and have in fact discussed this matter with counsel of their choice.

d. The Parties have read this Agreement and the Exhibits attached hereto, and have freely and voluntarily entered into this Agreement.

13. **Modification and Waiver:**

a. This Agreement may not be modified except by a writing signed by all Parties hereto.

b. The failure of any of the Parties executing this Agreement to require the performance of any term or obligation of this Agreement or the waiver by any of the Parties executing this Agreement of any breach of this Agreement shall not prevent any subsequent enforcement of such term or obligation and shall not be deemed a waiver of any subsequent breach.

14. **Counterparts:** This Agreement may be executed in counterparts with each copy being deemed an original.

15. **Notices:** Notices, to the extent they are referenced in this Agreement, shall be to the following persons on behalf of the Parties by certified mail, return receipt requested:

As to SBBC: THOMAS C. COONEY, ESQ.
Office of the General Counsel
600 S.E. 3rd AVE, FL 11
Fort Lauderdale, Florida 33301

As to NATIONAL ROOFING: JODI N. COHEN, ESQ.
Vezina, Lawrence & Piscitelli P.A.
300 SW First Avenue, Suite 150
Fort Lauderdale, Florida 33301

16. **Effective Date:**

a. This Agreement shall be binding upon and shall inure to the benefit of the Parties, as well as their successors and assigns.

b. This Agreement shall be effective upon execution of this Agreement by all Parties hereto.

17. **Time is of the Essence:** Time is of the essence for the performance and completion of all duties required by this Agreement.

18. **Headings:** All headings contained in this Agreement are designed and used for reference purposes only. The language used in the headings is not controlling and is not considered a substantive part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the Effective Date.

SBBC

(Corporate Seal)



THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

Nora Reyes
Chair

ATTEST:

Robert W. Runcie

Robert W. Runcie, Superintendent of
Schools

Approved as to form and legal content

M. Comy
Office of the General Counsel

NATIONAL ROOFING

NATIONAL ROOFING OF SOUTH
FLORIDA, INC.

By: *Louis T. Crispino*
LOUIS T. CRISPINO President

ATTEST:

Maurice H. Elza Jr.
Name: Maurice H. ELZA Jr.

State of Florida)
) SS:
County of Broward)

BEFORE ME, the undersigned authority, personally appeared Louis Crispino,
President of NATIONAL ROOFING OF SOUTH FLORIDA, INC. to me known to be the person
described in and who executed the foregoing instrument and acknowledged before me that he
executed the same freely and voluntarily for the purposes expressed.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal in the
County and State last aforesaid this 27th day of October, 2017.

(Seal)



Notary Public, State of Florida
Name: *Michael Friedman*
My Commission Expires: 2/17/19

EXHIBIT "A"
RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That NATIONAL ROOFING OF SOUTH FLORIDA, INC. its officers, agents, servants, successors, heirs, administrators, executors, successors, and assigns ("NATIONAL ROOFING"), for and in consideration of the mutual covenants and promises as set forth in the Agreement, hereby remises, releases, acquits, satisfies and forever discharges THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, and any of its employees, agents, officers, directors, servants, executors, heirs, administrators, successors, assigns, design professionals, architects, engineers, attorneys and consultants, subcontractors, materialmen and suppliers (hereinafter collectively referred to as "SBBC"), from the matters referenced in the Agreement, as well as from any and all manner of action and actions, claims, liabilities, losses, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, warranties (including express, implied, contractual and statutory), claims and demands whatsoever, in law or in equity, which NATIONAL ROOFING can, shall, or may have in the future or did have against SBBC emanating or relating in any way, directly or indirectly, from professional services performed by NATIONAL ROOFING on the Projects referenced in the Agreement, as well as all services provided pursuant to the agreement between the Parties, including but not limited to the matters alleged in the matters styled NATIONAL ROOFING OF SOUTH FLORIDA, INC. v. SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, Broward County Case Number CACE 16-009474 (18), from the beginning of time through the day that the Agreement has been approved by SBBC. In the event that any portion or provision of this Release is finally adjudged to be invalid or unenforceable for any reason, such portion or provision shall be deemed excised and such rescission shall have no effect upon the remaining portions and provisions of this Release.

It is further stated that the undersigned has read the foregoing Release and knows the content and signs it as a free act.

NATIONAL ROOFING OF SOUTH
FLORIDA, INC.

By: *Louis T. Crispino*
LOUIS T. CRISPINO, President

ATTEST:

Maurice H. Elza Jr.

Name: Maurice H. ELza Jr.

State of Florida)

) SS:

County of Broward)

BEFORE ME, the undersigned authority, personally appeared *Lou Crispino*, President of NATIONAL ROOFING OF SOUTH FLORIDA, INC., to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same freely and voluntarily for the purposes expressed.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal in the County and State last aforesaid this *27th* day of *October*, 2017.

Notary Public, State of Florida

Name: *M Friedman*

(Seal) *Michael Friedman*

My Commission Expires: *2/17/19*

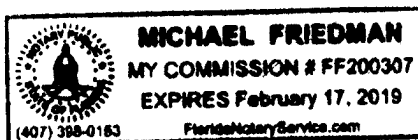


EXHIBIT "B"
RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, its officers, agents, servants, successors, heirs, administrators, executors, successors, and assigns (hereinafter referred to as "SBBC"), for and in consideration of the mutual covenants and promises as set forth in the Agreement, hereby remises, releases, acquits, satisfies and forever discharges NATIONAL ROOFING OF SOUTH FLORIDA, INC., its officers, agents, servants, successors, heirs, administrators, executors, successors, and assigns ("NATIONAL ROOFING"), from the matters referenced in the Agreement, as well as from any and all manner of action and actions, claims, liabilities, losses, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, warranties (including express, implied, contractual and statutory), claims and demands whatsoever, in law or in equity, which SBBC can, shall, or may have in the future or did have against NATIONAL ROOFING emanating or relating in any way, directly or indirectly, from professional services performed by NATIONAL ROOFING on the Projects referenced in Agreement, from the beginning of time through the day that the Agreement has been approved by SBBC. This Agreement does not settle, and specifically excludes the settlement of or release of NATIONAL ROOFING from any liability, duty or responsibility of NATIONAL ROOFING relating to latent defects or damages associated therewith, and which are associated with the Projects. In the event that any portion or provision of this Release is finally adjudged to be invalid or unenforceable for any reason, such portion or provision shall be deemed excised and such rescission shall have no effect upon the remaining portions and provisions of this Release.


It is further stated that the undersigned has read the foregoing Release and knows the content and signs it as a free act.

(Corporate Seal)

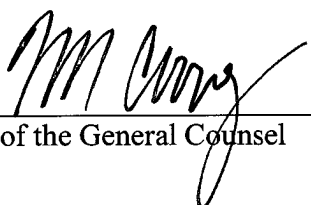
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA


Chair

ATTEST:


Robert W. Runcie, Superintendent of
Schools

Approved as to form and legal content


Office of the General Counsel

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

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

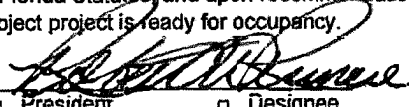
OEF USE ONLY

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

RE: Broward County Public Schools
Atlantic Technical Center
Roof Replacement Building 15
P.001383

School District Florida College
 School Name Campus)
 Description of Project
 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.

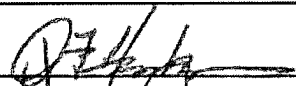
Signature: Robert W. Runcie  Date: 10/3/2017
 Superintendent President Designee

Intended Occupancy Date: September 24, 2012

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* and the facility are 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:

High Performance Green Building Standard Used [S. 255.2575(2), F.S.] _____ Rating Achieved _____
Irving Abcug 28376 02/28/19
 Name (Type or Print) License # Expiration Date
 Signature: _____
 Architect Engineer

Building Official:
Robert F. Hamberger BU1112 11/30/17
 Name (Type or Print) License # Expiration Date
 Signature:  SEP 19 2017

Contractor:
National Roofing South Florida, Inc. _____
 Name (Type or Print) License # Expiration Date

Threshold Inspector (if applicable):
 Name (Type or Print) License # Expiration Date

Project Information As-built lowest floor elevation (for new construction) _____
 Code/Edition 2007 Occupancy Type(s) N/A Construction Type(s) N/A Occupant Load N/A
 Automatic Sprinkler System Required Y N District/Florida College Permit Number N/A
 Special Permit Stipulations _____

*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

OE F 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: Broward County (School District Community College)
McFatter Technical Center (School Name Campus)
Re Roof Bldg 3 Description of Project
P000857 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: 8/23/11

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:

High Performance Green Building Standard Used (S. 255.2575(2), F.S.) Rating Achieved _____

Living Absig, PE PE# 28376 Expiration Date 02/2013
Name (Type or Print) License #

Signature: [Signature]
 Architect Engineer

Building Official: Robert Hamberger BU1112 11/30/11
Name (Type or Print) License # Expiration Date

Signature: [Signature] 8/18/11
Contractor: National Roofing Co., Inc CCC056894 08/2012
Name (Type or Print) License # Expiration Date

Threshold Inspector (if applicable):

Name (Type or Print) License # Expiration Date

Project Information

Code/Edition 2007 Occupancy Type(s) [X] Construction Type(s) [X] Occupant Load [X]

Automatic Sprinkler System Required Y X N District/Community College Permit Number 0712910189

Special Permit Stipulations NO

*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: _____ OEF Assigned Project Number
Broward County Public Schools _____ (School District Florida College)
Atlantic Technical Center _____ (School Name Campus)
P.001383 _____ (School College) Code Number
Roof Replacement Building 15 _____ 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) **Robert W. Runcle**
 Signature: _____ Date: **10/13/2017**
 (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: _____ Date: **8/30/2017**

Firm Name: **Irving Abcug**

Address: **3935 NW 126th Avenue** **Coral Springs, FL 33065**
 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 F. Hamberger**
 Signature: _____ Date: **SEP 19 2017**
 (Building Official Certified Inspector)

SECTION D: FACILITY INFORMATION

1. TYPE OF PROJECT: <input type="checkbox"/> New Plant <input type="checkbox"/> Addition <input type="checkbox"/> Remodelling <input type="checkbox"/> Renovation <input checked="" type="checkbox"/> Roof Replacement	2. CORRECTED "SPACE INVENTORY REPORT" (land, building, room) HAS BEEN FILED WITH THE OEF: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If "No," explain: _____
3. SOURCE OF FUNDS: <input type="checkbox"/> Local <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> _____	4. ADJUSTED FINAL CONTRACT AMOUNT: \$ 414,829.00 5. PROJECT GROSS SQUARE FOOTAGE: N/A SQ. FT. 6. COST PER GROSS SQUARE FOOT: \$ N/A 7. COST PER STUDENT STATION: \$ N/A

CERTIFICATE OF FINAL INSPECTION (CFI)

8. BUILDING CONTRACT DATE: February 15, 2011 COMPLETION DATE: _____

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

C.O. No. <u>001</u>	\$ <u>29,530.00</u>	C.O. No. _____	\$ _____
C.O. No. <u>002</u>	\$ <u>9,938.00</u>	C.O. No. _____	\$ _____
C.O. No. _____	\$ _____	C.O. No. _____	\$ _____
C.O. No. _____	\$ _____	C.O. No. _____	\$ _____

10. Date of Occupancy: _____

11. Additional Information:

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) 245-0494 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 000857 OEF Assigned Project Number
The School Board of Broward County (School District Community College)
McFatter Technical Center (School Name Campus)
(School College) Code Number
TPM Roofing Project Description of Project

SECTION A: BOARD'S ACCEPTANCE

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

Name (Type or Print) Robert W. Runcie
 Signature: *Robert W. Runcie* Date: April 2, 2013
 (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, FS, and the Florida Building Code.

Signature: *[Signature]* Date: 8/11/11 2/11/13
 Firm Name: JEA Engineer Inc.
 Address: 3935 NW 126 Ave, Coral Springs, FL 0063 City State Zip
 Street/P.O. Box

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: 3/25/13
 Building Official Certified Inspector

SECTION D: FACILITY INFORMATION.

1. TYPE OF PROJECT: <input type="checkbox"/> New Plant <input type="checkbox"/> Addition <input type="checkbox"/> Remodeling <input checked="" type="checkbox"/> Renovation <input type="checkbox"/> _____	2. CORRECTED "SPACE INVENTORY REPORT" (land, building, room) HAS BEEN FILED WITH THE OEF: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If "No," explain: _____
3. SOURCE OF FUNDS: <input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> _____	4. ADJUSTED FINAL CONTRACT AMOUNT: \$ <u>598,099.33</u>
	5. PROJECT GROSS SQUARE FOOTAGE: <u>19,316</u> SQ. FT.
	6. COST PER GROSS SQUARE FOOT: <u>\$ 15.37</u>
7. COST PER STUDENT STATION: \$ <u>1,075.63</u>	

CERTIFICATE OF FINAL INSPECTION (CFI)

8. BUILDING CONTRACT DATE: 4/1/11 COMPLETION DATE: 9/18/11

9. CHANGE ORDERS - List of each Change Order and amount:

C.O. No. <u>1</u>	\$ <u>0.00 (Contract Time)</u>	C.O. No. <u>5</u>	\$ <u>(8,003.03)</u>
C.O. No. <u>2</u>	\$ <u>0.00 (Contract Time)</u>	C.O. No. _____	\$ _____
C.O. No. <u>3</u>	\$ <u>9,524.00</u>	C.O. No. _____	\$ _____
C.O. No. <u>4</u>	\$ <u>14,622.70</u>	C.O. No. _____	\$ _____

10. Date of Occupancy: 8/18/11

11. Additional Information:

RECEIVED

SEP 16 2014

BUILDING DEPARTMENT
BCPS

The School Board of Broward County, Florida
The Building Department
Robert F. Hamberger, Chief Building Official

CERTIFICATE OF COMPLETION

Project: Tile Roof	Project Number: P.001442
Facility: Riverglades Elementary School	Project Manager: Robert Stagliano
Contractor: Advanced Roofing, Inc.	Consultant: Atlantic & Caribbean Roof Consulting, LLC
Permit Number: 1446	Date: 9/9/14

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. I have further determined that the safety systems utilized in conjunction with the scope of work are functioning satisfactorily. This project is in compliance with statutes, rules and codes affecting the health and safety of its occupants to the extent that is governed by the contract scope.

Architect or Engineer of Record:

THOMAS J. THOMAS
Name (Type or Print)

P.E. 25626
License #

2/28/15
Exp. Date

Signature

Architect

Engineer

9/9/14
Date

Contractor:

Advanced Roofing, Inc.

Name (Type or Print)

CC 024413
License #

8/31/2016
Exp. Date

Building Official:

Robert Hamberger
Name (Type or Print)

B01112
License #

11/30/15
Exp. Date

Signature

9-17-14
Date