



REVISED

AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2018-05-08 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-2.

TITLE:

Settlement Agreement between The School Board of Broward County, Florida, Burke Construction Group, Inc., T.Y. Lin International and Pierce Goodwin Alexander & Linville, Inc.

REQUESTED ACTION:

Approve the Settlement Agreement between The School Board of Broward County, Florida, Burke Construction Group, Inc., T.Y. Lin International and Pierce Goodwin Alexander & Linville, Inc., and approve the Final Acceptance of Sheridan Technical Center, Project No. P.000197.

SUMMARY EXPLANATION AND BACKGROUND:

This Settlement Agreement is the result of extensive efforts to resolve differences regarding claims asserted by and between four (4) parties, Burke Construction Group, Inc. ("BURKE"), The School Board of Broward County, Florida (the "SBBC"), T.Y. Lin International ("TYLI") and Pierce Goodwin Alexander & Linville, Inc. ("PGAL"), for additional costs and delays associated with the design and construction of renovations of the Cosmetology Building at Sheridan Technical Center, Project No. P.000197 (hereinafter, the "Project").

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 \$300,000. The source of funds is \$234,336 from the Workforce Development Fund and \$65,664 in retainage from the project.

EXHIBITS: (List)

(1) Summary Explanation and Background (2) Settlement Agreement (3) Policy 7005 (4) Memo to Revise

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

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

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Barbara J. Myrick - General Counsel

Approved In Open Board Meeting On: MAY 08 2018

Signature

Barbara J. Myrick

5/4/2018, 1:10:51 PM

By: *[Signature]*
School Board Chair


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

BARBARA J. MYRICK
GENERAL COUNSEL

MEMORANDUM

TO: Nora Rupert, Chair
All School Board Members
Robert W. Runcie, Superintendent of Schools

FROM: Barbara J. Myrick, General Counsel 

DATE: May 4, 2018

SUBJECT: Revision to HH-2, Settlement Agreement between The School Board of Broward County, Florida, Burke Construction Group, Inc., T.Y. Lin International and Pierce Goodwin Alexander & Linville, Inc., for the May 8, 2018 School Board Operational Meeting

Attached is a revision for HH-2, Settlement Agreement between The School Board of Broward County, Florida, Burke Construction Group, Inc., T.Y. Lin International and Pierce Goodwin Alexander & Linville, Inc., for the May 8, 2018 School Board Operational Meeting.

This item has been revised in order to include an executed Certificate of Occupancy (Form OEF 110B) and an executed Certificate of Final Inspection (Form OEF 209).

BJM/TCC:jcf
Enclosure

REVISED

HH-2 Settlement Agreement between The School Board of Broward County, Florida, Burke Construction Group, Inc., T.Y. Lin International and Pierce Goodwin Alexander & Linville, Inc.
05/08/18 SBOM

SUMMARY EXPLANATION AND BACKGROUND

This Settlement Agreement is the result of extensive efforts to resolve differences regarding claims asserted by and between four (4) parties, Burke Construction Group, Inc. ("BURKE"), The School Board of Broward County, Florida (the "SBBC"), T.Y. Lin International ("TYLI") and Pierce Goodwin Alexander & Linville, Inc. ("PGAL"), for additional costs and delays associated with the design and construction of renovations of the Cosmetology Building at Sheridan Technical Center, Project No. P.000197 (hereinafter, the "Project").

On or about November 4, 2003, TYLI and the SBBC entered into a Professional Services Agreement (hereinafter "PSA") for provision of design and construction administration services on the Project, and on or about July 12, 2007, TYLI and PGAL entered into an agreement whereby PGAL, would provide architectural services as a subconsultant. Then on or about February 22, 2012, the SBBC and BURKE entered into the Agreement to construct the Project.

During and after construction of the Project, BURKE submitted claims seeking additional costs and time associated with work performed and delays encountered. Such claims were denied. Thereafter, BURKE filed a complaint against the SBBC for recovery of its Damages. In response, the SBBC asserted various defenses and sued TYLI for indemnity. TYLI, in turn, sued its subconsultant, PGAL. The matter is currently styled BURKE CONSTRUCTION GROUP, INC. v. THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA v. TY LIN INTERNATIONAL v. PIERCE GOODWIN ALEXANDER & LINVILLE, INC., Case No. 13-027283, pending in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida (the "Lawsuit").

Resolution and Recommendation

To settle the Lawsuit, BURKE has agreed to accept a sum (inclusive of the *undisputed contract balance* of \$160,000) totaling \$500,000 (the "Settlement Sum"), within thirty (30) calendar days of the Effective Date of this Agreement. The Settlement Sum is composed of a \$200,000 contribution from TYLI and PGAL, and a \$300,000 contribution from the SBBC.

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

Cadre counsel, 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 five years. An executed Certificate of Occupancy (Form OEF 110B) and an executed Certificate of Final Inspection (Form OEF 209) are ~~forthcoming and are to be received by Friday, May 4, 2018 attached to the Agenda Request form as Exhibits four and five.~~ This agenda item ~~will be~~ has been revised in order to include same.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (this "Agreement") is entered into as of May 8, 2018, by and between BURKE CONSTRUCTION GROUP, INC., (hereinafter "BURKE"), THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA (hereinafter the "SCHOOL BOARD"), T.Y. LIN INTERNATIONAL (hereinafter "TYLI") and PIERCE GOODWIN ALEXANDER & LINVILLE, INC. (hereinafter "PGAL"). Collectively, BURKE, SCHOOL BOARD, TYLI AND PGAL shall be referred to collectively as the "Parties".

BACKGROUND

WHEREAS, this Agreement arises from the design and construction improvement of Sheridan Technical Center, Project No. P.000197 (hereinafter the "Project"); and

WHEREAS, on or about November 4, 2003, TYLI executed a Professional Services Agreement (hereinafter "PSA") with the SCHOOL BOARD to act as Design Professional of Record for the renovations of the Cosmetology Building at the Project; and

WHEREAS, on or about February 22, 2012, BURKE entered into a lump sum contract with the SCHOOL BOARD to act as general contractor for the Project; and

WHEREAS, on or about July 12, 2007, TYLI entered into a contract with PGAL whereby PGAL provided architectural services as a sub-consultant to TYLI; and

WHEREAS, the Certificate of Occupancy for this Project was issued on or about August 15, 2013; and

WHEREAS, at the time of completion, BURKE and SCHOOL BOARD experienced disputes as to monies owed with regard to change orders and claims and were not able to resolve their differences; and

WHEREAS, BURKE has asserted monetary claims against the SCHOOL BOARD for contract balances, change orders and delays arising from the Project; and

WHEREAS, the SCHOOL BOARD has denied liability for the claims and this Agreement is not an admission of liability. The SCHOOL BOARD does acknowledge the Project completion was delayed; and

WHEREAS, the SCHOOL BOARD has asserted indemnification and contract claims against TYLI for design errors, omissions and contract administration duties. TYLI denies liability for all claims asserted and this Agreement is not an admission of liability; and

WHEREAS, TYLI has asserted indemnification and contract claims against PGAL should the SCHOOL BOARD prevail on its indemnification and contract claims. PGAL denies liability for all claims asserted and this Agreement is not an admission of liability; and

WHEREAS, the Parties have taken extensive discovery and reviewed extensive Project documents; and

WHEREAS, the SCHOOL BOARD acknowledges that BURKE performed in a workmanlike manner and in accordance with the Project plans provided and acted with competence to overcome the Project issues that arose due to the age of the building and Project plans; and

WHEREAS, the Parties have agreed to resolve and settle all claims asserted in the case styled, BURKE CONSTRUCTION GROUP, INC. v. THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA v. TY LIN INTERNATIONAL v. PIERCE GOODWIN ALEXANDER & LINVILLE, INC., Case No. 13-027283, pending in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida (“Lawsuit”).

WHEREAS, BURKE has agreed to accept the sum of Five Hundred Thousand Dollars

(\$500,000.00) from the SCHOOL BOARD as full and final settlement of its claims in the Lawsuit; 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:

AGREED TERMS

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

2. Settlement Payment.

A. TYLI and PGAL will pay the sum of Two Hundred Thousand Dollars (\$200,000.00) to the SCHOOL BOARD, which amount represents a compromised sum as full and final payment of the claims made by the SCHOOL BOARD against TYLI, and also represents a compromised sum as full and final payment of the claims made by TYLI against PGAL. The payment of Two Hundred Thousand Dollars (\$200,000.00) shall be paid and held in Shendell & Pollock's Trust Account within five (5) business days of execution of this Agreement by BURKE, TYLI, and PGAL. TYLI's counsel, Kenneth Pollock, Esq., of Shendell & Pollock, P.L., shall confirm in writing to SCHOOL BOARD'S counsel, Felena Talbott, Esq., of The Soto Law Group, that said funds have been received and are being held in his law firm's Trust Account within the five (5) business days set forth above.

B. Within two (2) business days of execution of this Agreement by the SCHOOL BOARD, attested to by the Superintendent of the SCHOOL BOARD and approved as to form by the SCHOOL BOARD's Attorney at the next available School Board of Broward County, Florida Meeting which shall be May 8, 2018, and the execution of this Agreement by

BURKE, TYLI and PGAL set forth in Section 2(A) above, the attorneys for TYLI will wire the Two Hundred Thousand Dollars (\$200,000.00) held in its Trust Account to The Soto Law Group Trust Account.

C. The SCHOOL BOARD shall pay BURKE the sum of Three Hundred Thousand Dollars (\$300,000.00) and The Soto Law Group shall pay BURKE the Two Hundred Thousand Dollars (\$200,000.00) it receives from Shendell & Pollack. The total amount (\$500,000.00) represents a compromised sum as full and final payment of the claims made by BURKE against the SCHOOL BOARD. The payment of Three Hundred Thousand Dollars (\$300,000.00) shall be made within thirty (30) calendar days of execution of this Agreement by the SCHOOL BOARD at the next available School Board of Broward County, Florida Meeting, which is May 8, 2018. The payment of the Two Hundred Thousand Dollars shall be made within 5 business days of execution of this Agreement by the SCHOOL BOARD at the next available School Board of Broward County, Florida Meeting which shall be May 8, 2018. The settlement funds to BURKE shall be wired to the Trust Account of Elder & Lewis. In all events, if TYLI and/or PGAL does not pay their respective portion of the \$200,000.00 into the trust account of The Soto Law Group Trust Account in accordance with the terms of this Agreement, the SCHOOL BOARD and BURKE shall each have the option, within their absolute discretion, of enforcing the terms of this settlement or declaring the settlement null and void.

3. Mutual Release.

A. The Parties, on behalf of themselves, their predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates and assigns, and its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents,

employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, and each of them, hereby release and discharge the other Parties, together with their predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, insurers companies, under common control with any of the foregoing, affiliates and assigns and its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns and successors in interest, and all persons acting by, through, under or in concert with them, and each of them, from all known and unknown charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, tort claims, personal injury claims, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, medical costs, pain and suffering, mental anguish, emotional distress, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, known or unknown, which the Parties have, or may have had, against the other Parties, whether or not apparent or yet to be discovered, or which may hereafter develop, for any acts or omissions related to or arising between the Parties regarding the Project and/or the Lawsuit except SCHOOL BOARD excludes claims against BURKE for latent defects regarding the Project. Latent defects are specifically not released by SCHOOL BOARD against BURKE. The SCHOOL BOARD expressly states that as of the date of this Agreement, it has no knowledge of any such defects.

B. This Agreement resolves any claim for relief that could have been alleged, no matter how characterized, including, without limitation, compensatory damages, damages for breach of contract, tort damages, personal injury damages, bad faith damages, reliance damages, liquidated damages, damages for humiliation and embarrassment, punitive damages, costs and attorneys' fees related to or arising from any claims amongst the Parties.

4. Stipulation and Order of Dismissal. Within ten (10) days of receipt of the payment by the SCHOOL BOARD to BURKE above, the SCHOOL BOARD, BURKE and TYL, subject to the approval of the other Parties, shall file a Joint Stipulation for Dismissal with Prejudice of all claims, counterclaims, third and fourth party claims the Parties now have or may have in the future with respect to the Lawsuit excluding any claims by SCHOOL BOARD against BURKE for latent defects regarding the Project.

5. Attorneys' Fees. The Parties are solely responsible for paying any attorneys' fees and costs they incurred and no Party nor their attorney(s) will seek any award of attorneys' fees or costs from the other Party regarding the Lawsuit, except as provided herein.

6. Authority to Execute Agreement. Each person signing this Agreement on behalf of either party individually 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 obligate such party with respect to all provisions contained in this Agreement.

7. Entire Agreement. This Agreement contains the entire agreement between Parties, and the terms of the Agreement are contractual and not a mere recital. The Parties agree that all prior negotiations and understandings between them have been 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.

8. No Admission of Liability. The Parties acknowledge that the Settlement Payment was agreed upon as a compromise and final settlement of disputed claims and that payment of the Settlement Payment is not, and may not be construed as, an admission of liability by any of the Parties and is not to be construed as an admission that any of the Parties engaged in any wrongful, tortious or unlawful activity. The Parties specifically disclaim and deny (a) any liability regarding

the Project and (b) engaging in any wrongful, tortious or unlawful activity regarding the Project.

10. Interpretation. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and such illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement. The headings within this Agreement are purely for convenience and are not to be used as an aid in interpretation. Moreover, this Agreement shall not be construed against either Party as the author or drafter of the Agreement.

11. Governing Law and Choice of Forum. This Agreement is made and entered into within and shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Florida, without regard to the principles of conflicts of laws. Any action to enforce this Agreement shall be brought only in the Circuit Court in Broward County, Florida.

12. Counterparts. This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. Effective Date. The terms of the Agreement will be effective when a fully executed copy of this Agreement is delivered to counsel for the Parties (the "Effective Date").

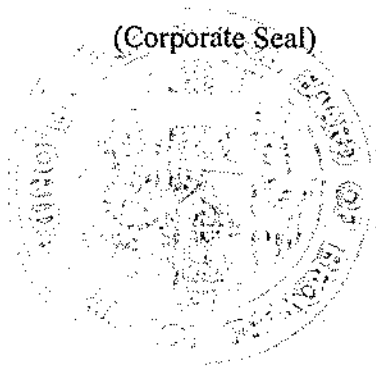
14. Default Provisions. If any legal action of any kind is brought by any Party to resolve a dispute regarding any of the Parties' rights or obligations under this Agreement, then the prevailing Party shall be entitled to recover reasonable attorney's fees and costs incurred. The Court shall retain jurisdiction over this Agreement.

READ THE FOREGOING DOCUMENT CAREFULLY. IT INCLUDES A RELEASE OF KNOWN AND UNKNOWN CLAIMS EXCEPT SCHOOL BOARD EXCLUDES CLAIMS AGAINST BURKE FOR LATENT DEFECTS REGARDING THE PROJECT.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SCHOOL BOARD:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA



By: Nora Rupert
Signature
NORA RUPERT
Nora Rupert, Chair
5/11/18
Date

ATTEST:

Robert W. Runcie
ROBERT W. RUNCIE, Superintendent of the SCHOOL BOARD

Approved as to form:

M. Cumby
Office of General Counsel

Oscar E. Soto 4.16.18
OSCAR E. SOTO, ESQ. Cadre Counsel to The School Board of Broward County, FL

(Corporate Seal)

FOR BURKE:

BURKE CONSTRUCTION GROUP, INC.

By: [Signature]

Signature

Anthony Burke
Print Name/Title

4/10/18
Date

ATTEST:

[Signature]
Secretary

-or-

Witness

STATE OF FLORIDA
COUNTY OF MIAMI DADE

SWORN TO and SUBSCRIBED before me this 10 day of APRIL, 2018, by ANTHONY BURKE, as PRES. of BURKE CONSTRUCTION GROUP, INC., who is personally known to me or produced _____ as identification and who did/did not first take an oath.

(SEAL)

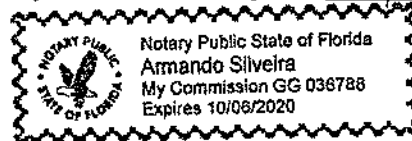
[Signature]

Signature, Notary Public

ARMANDO SILVEIRA

Print Name of Notary

My Commission expires: 10/6/20



FOR TYLI:

(Corporate Seal)

TY LIN INTERNATIONAL

By: [Signature]
Signature

ALVARO J. PIEDRAHITA -
Print Name/Title PRESIDENT & CEO

April 10, 2018
Date

ATTEST:

, Secretary

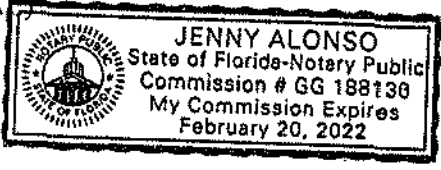
-or-

Witness

STATE OF FLORIDA
COUNTY OF Miami - DADE

SWORN TO and SUBSCRIBED before me this 10 day of April,
2018, by ALVARO Piedrahita, as Pres. / CEO of TY LIN
INTERNATIONAL, who is personally known to me or produced
_____ as identification and who did/did not first take an oath.

(SEAL)



[Signature]
Signature, Notary Public

Jenny Alonso
Print Name of Notary

My Commission expires: 2/20/22

(Corporate Seal)

FOR PGAL:

PIERCE GOODWIN ALEXANDER & LINVILLE, INC.

By: [Signature]
Signature

IAN A. HESTLER / EXECUTIVE VP
Print Name/Title

4/9/18
Date

ATTEST:

[Signature]
Secretary

Witness

STATE OF FLORIDA
COUNTY OF Palm Beach

SWORN TO and SUBSCRIBED before me this 9th day of April, 2018, by IAN A. HESTLER, as Executive VP of PIERCE GOODWIN ALEXANDER & LINVILLE, INC., who is personally known to me or produced _____ as identification and who did/did not first take an oath.

(SEAL)



[Signature]
Signature, Notary Public

Jennifer Restivo
Print Name of Notary

My Commission expires: May 20, 2021

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
 326 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

OEFL 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 Board of Broward County, Florida
Sheridan Technical Center
Cosmetology Lab Remodeling
P000197

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 D. Rennie*
 Superintendent President Designee

Date: 5/9/2018

Intended Occupancy Date: August 15, 2013

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:

n/a	n/a
High Performance Green Building Standard Used [S. 255.2575(2), F.S.]	Rating Achieved
Charles K. Deeb	36069
Name (Type or Print)	License #
Signature: <u><i>Charles K. Deeb</i></u>	Expiration Date
<input type="checkbox"/> Architect <input checked="" type="checkbox"/> Engineer	

Building Official:	BU1112	11/30/2019
Robert F. Hamberger	License #	Expiration Date
Name (Type or Print)		
Signature: <u><i>Robert F. Hamberger</i></u>	<u>5/14/18</u>	

Contractor:	CGCA38309	8/31/2018
Burke Construction Group, Inc.	License #	Expiration Date
Name (Type or Print)		

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

Project Information As-built lowest floor elevation (for new construction)

Code/Edition 2007 Occupancy Type(s) E Construction Type(s) IV Occupant Lo

Automatic Sprinkler System Required Y N District/Florida College Permit Number 200907100PRO201

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.

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: P000197 OEF Assigned Project Number

The School Board of Broward County, Florida School District Florida College)

Sheridan Technical Center School Name Campus)

0181 School College) Code Number

Cosmetology Lab Remodeling 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. Runcie

Signature: *Robert W. Runcie* Date: 5/9/2018

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: *Lin K. Lin* Date: 5/1/18

Firm Name: T.Y. Lin International

Address: 500 W. Cypress Creek Road, Suite 330 Fort Lauderdale FL 33309

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: *Robert F. Hamberger* Date: 5/4/18

Building Official Certified Inspector

SECTION D: FACILITY INFORMATION

1. TYPE OF PROJECT: <input type="checkbox"/> New Plant <input type="checkbox"/> Addition <input checked="" type="checkbox"/> Remodeling <input type="checkbox"/> Renovation <input type="checkbox"/> _____	2. CORRECTED "SPACE INVENTORY REPORT" (land, building, room) HAS BEEN FILED WITH THE OEF: <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> 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: \$ _____
	5. PROJECT GROSS SQUARE FOOTAGE: _____ SQ. FT.
	6. COST PER GROSS SQUARE FOOT: \$ _____
	7. COST PER STUDENT STATION: \$ _____

CERTIFICATE OF FINAL INSPECTION (CFI)

8. BUILDING CONTRACT DATE: _____		COMPLETION DATE: _____	
9. CHANGE ORDERS - List of each Change Order and amount (excluding Direct Purchase amounts):			
C.O. No. <u>1, 2</u>	\$ <u>64,949</u>	C.O. No. <u>1, 2</u>	\$ <u>64,949</u>
C.O. No. <u>1, 2</u>	\$ <u>64,949</u>	C.O. No. <u>1, 2</u>	\$ <u>64,949</u>
C.O. No. <u>1, 2</u>	\$ <u>64,949</u>	C.O. No. <u>1, 2</u>	\$ <u>64,949</u>
C.O. No. <u>1, 2</u>	\$ <u>64,949</u>	C.O. No. <u>1, 2</u>	\$ <u>64,949</u>
10. Date of Occupancy: <u>8/15/13</u>			
11. Additional Information:			