

**INTERNAL AUDIT REPORT**

**Review of Norcrest Elementary School  
Phased Replacement Phase III of III  
Project No. 0561-24-01/P.000105  
Financial Closeout - Final Change Order No. 5  
Agenda Item JJ-99D**



**To be presented to the:**

**Audit Committee on  
November 14, 2013**

**The School Board of Broward County, Florida on  
December 17, 2013**

**By**

**The Office of the Chief Auditor**



# *Broward County Public Schools*

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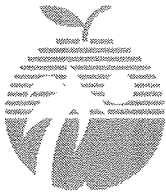
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November 5, 2013

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

Ladies and Gentlemen:

In accordance with the 2013-2014 Audit Plan, we reviewed the Norcrest Elementary School Phased Replacement Phase III of III Project No. 0561-24-01. The primary objectives of the audit were to determine if the Cost of Work charges made by Stiles Construction Co. (Construction Manager) were in compliance with the terms of the contract documents and to review the proposed return of cost savings in the amount of \$94,942 in subcontractor adjustments identified in proposed Change Order #5, dated June 11, 2013, to determine reasonableness and compliance with the contract terms.

It is our opinion that this project's financial close-out of the Cost of Work binders included charges that are not allowed as the Cost of Work, as such charges were already included in the Construction Phase Fee and General Conditions Fee. It is also our opinion that all costs outlined in Divisions 0 and 1 of the Specifications are precluded from being charged a second time as a Cost of Work charge per the contract documents. Based on our review of the Construction Manager's financial close-out of the Cost of Work binders and Application for Payment No. 39, we observed questionable costs in the amount of \$692,359.97, for which the District should seek reimbursement from the Construction Manager.

Subsequent to the completion of this report, the Office of the General Counsel was requested to provide a legal opinion, since the Office of Facilities & Construction disagreed with our report. On November 5, 2013, we received the Office of the General Counsel's Legal Opinion Memorandum (see Section V) that affirmed our audit's conclusions.

Some of the questionable costs included payments for damages by the Construction Manager to adjacent properties, Construction Manager Change Orders to subcontractors for work included in the Guaranteed Maximum Price, work coordination errors, overtime for subcontractors not approved by the District, payments for work that lacked the required support documentation, and excessive Builder's Risk Insurance premiums. Also, the District Administration should strengthen internal controls over the payment process for construction projects. Stronger contract monitoring and compliance procedures will help safeguard District assets.

The recommendation was discussed with appropriate staff. We would like to thank the Office of Facilities and Construction for their cooperation during this review.

This report will be presented to the Audit Committee at its November 14, 2013 meeting and will be presented to the School Board at its December 17, 2013 meeting.

Sincerely,

Patrick Reilly, CPA  
Chief Auditor  
Office of the Chief Auditor

## TABLE OF CONTENTS

### EXECUTIVE SUMMARY

Scope and Methodology .....	1
Opinion and Summary of Results.....	2

### SECTION I: FINDINGS

Finding No. 1: The Office of Facilities and Construction approved payments to the Construction Manager for charges that were not allowed per the Terms and Conditions of the CM Agreement as a Cost of the Work .....	3-10
---	------

### SECTION II: MATRIX

Schedule of Questioned Cost.....	11-26
----------------------------------	-------

### SECTION III: EXHIBITS

Exhibit A - Reference Documents No.1 through No. 69.....	27-159
Exhibit B - Agreement Between Owner and Construction Manager .....	160-183
Exhibit C - General Conditions of the Contract .....	184-215
Exhibit D - Project Manual Specification 01310 Project Management & Coordination ....	216-225
Exhibit E - Project Manual Specification 01320 Construction Documentation.....	226-245
Exhibit F - Project Manual Specification 01520 Construction Facilities .....	246-252
Exhibit G - Project Manual Specification 01550 Vehicular Access and Parking .....	253-256
Exhibit H - Project Manual Specification 01560 Temporary Barriers and Enclosures.....	257-269
Exhibit I - Project Manual Specification 01570 Temporary Controls.....	270-272
Exhibit J - Project Manual Specification 01720 Preparation-Surveying.....	273-280
Exhibit K - Project Manual Specification 01740 Cleaning .....	281-285
Exhibit L - Project Manual Specification 01780 Closeout Submittals.....	286-287
Exhibit M - Project Manual Specification 06400 Built-In Casework .....	288-292
Exhibit N - Project Manual Specification 08520 Aluminum Windows.....	293-298

### SECTION IV: FULL TEXT OF ADMINISTRATIVE RESPONSES

Office of Facilities and Construction.....	299-323
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### SECTION V: OFFICE OF THE GENERAL COUNSEL

Legal Opinion Memorandum dated November 5, 2013.....	324-338
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### SECTION VI: CONTRACT BULLETINS

Contract Bulletins Nos. 016 and 036.....	339-340
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## EXECUTIVE SUMMARY

In accordance with the 2013-2014 Audit Plan, we reviewed the Norcrest Elementary School Phased Replacement Phase III of III Project No. 0561-24-01. The primary objectives of the audit were to:

- Determine if the Cost of the Work charges made by Stiles Construction Co. (Construction Manager) were in compliance with the terms of the contract documents;
- Review the proposed return of cost savings in the amount of \$94,942 in subcontractor adjustments to determine reasonableness and compliance with the contract terms.

### **Scope and Methodology**

This review of the Office of Facilities & Construction's Norcrest Elementary School Phased Replacement Phase III of III Project No. 0561-24-01 includes a review of the Agreement Between Owner and Construction Manager (CM Agreement), General Conditions of the Contract, Addendums, Applications for Payment, Plans and Specifications, Construction Manager's financial close-out of Cost of the Work binders, and Subcontractor adjustments of Change Order No. 5.

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

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

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

- A review of the Agreement Between Owner and Construction Manager, General Conditions of the Contract, Addendums, Applications for Payment, Construction Manager's financial close-out of Cost of the Work binders, and Subcontractor adjustments of Change Order No. 5;
- Performing other auditing procedures as deemed necessary.

## Opinion and Summary of Results

It is the opinion of the Office of the Chief Auditor regarding the Norcrest Elementary School Phased Replacement Phase III of III Project No. 0561-24-01 that the project's financial close-out of Cost of the Work binders included charges that are not allowed as Cost of the Work, as such charges were already included in the Construction Phase Fee and General Conditions Fee. The costs outlined in Division 0 and 1 should not be charged a second time as a Cost of the Work charge per General Conditions of the Contract, Article 25.02.01.f Cost and Expenses Included in Fee, and Article 3.5.1 Construction Phase in the Agreement Between Owner and Construction Manager. Based on our review of the Construction Manager's financial close-out of Cost of the Work binders and Application for Payment No. 39, we observed questionable costs in the amount of \$692,359.97 for which the District should seek reimbursement from the Construction Manager.

Although charges in Divisions 0 and 1 are mentioned in the Project Specifications Manual's Cost of the Work Division's 2 through 16 and other documents, the CM Agreement and General Conditions mandate that all such costs are included and paid only once through the Construction Phase and General Conditions Phase Fee.

The Construction Management Association of America defines General Conditions as "A section of general clauses in the Contract Specifications that establish how the project is to be administered. Included in these clauses are obligations such as providing temporary work, insurance, field offices, etc." The Construction Manager's Fee for General Conditions was \$780,637. Some of the costs included in the General Conditions are the cost for transporting and maintaining materials, supplies, equipment, temporary facilities, the cost for all insurance premiums, the cost for trash and debris removal from the site, and the cost for horizontal and vertical transportation of materials, personnel, adequate storage and parking space.

The Construction Manager's Fee for the Construction Phase was \$996,471. Some of the costs included in the Construction Phase Fee are salaries for the Construction Manager's employees at the project site and general operating expenses related to the project at the Construction Manager's Broward offices.

Some of the questionable costs included payments for damages by the Construction Manager to adjacent properties, Construction Manager Change Orders to subcontractors for work included in the Guaranteed Maximum Price (GMP), work coordination errors, overtime for subcontractors not approved by the District, payments for work that lacked the required support documentation, and excessive Builder's Risk Insurance premiums. Also, the District Administration should strengthen internal controls over the payment process for construction projects. Stronger contract monitoring and compliance procedures will help safeguard District assets.

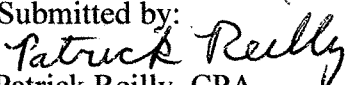
Subsequent to the completion of this report, the Office of the General Counsel was requested to provide a legal opinion, since the Office of Facilities & Construction disagreed with our report. On November 5, 2013, we received the Office of the General Counsel's Legal Opinion Memorandum (see Section V) that affirmed our audit's conclusions.

We would like to thank the OFC and all District personnel who aided in the completion of this report.

Audit performed by:

Robert Goode  
Gerardo Usallan, Jr.  
Joe Wright

Submitted by:

  
Patrick Reilly, CPA  
Chief Auditor  
Office of the Chief Auditor

**SECTION I**

**FINDINGS**

**FINDING #1 – The Office of Facilities and Construction (OFC) approved payments to the Construction Manager for charges that were not allowed per the Terms and Conditions of the CM Agreement as a Cost of the Work charge.**

**Objective**

To determine whether the Construction Manager complied with the terms and conditions of the Agreement Between the Owner and Construction Manager (CM Agreement) governing the allowable charges for the Cost of the Work.

**Condition**

Our review of the Construction Manager's Final Cost of the Work Binders (binders) revealed that the Construction Manager was incorrectly paid for Cost of the Work that was included in the Construction Phase Fee and General Conditions Fee. Change Order No. 5 includes a credit to the District for Subcontractor adjustments in the amount of \$94,942. In the binders submitted to the District by the Construction Manager, we observed a total of \$692,359.97 in questionable costs. The attached Matrix (see pages 11 - 26) itemizes 69 questionable costs and identifies the description of the work, the rationale for questioning the cost, and the contract reference documentation to support questioned costs.

**Criteria**

The CM Agreement (see Exhibit B) and General Conditions of the Contract (see Exhibit C) identify the allowable charges that comprise the Cost of the Work. Article 26 of the General Conditions states "The term Cost of the Project shall mean costs necessarily incurred in the Project during the Construction Phase for Construction services and paid by the Construction Manager which are not included in Article 25, Construction Manager Fees." The Construction Manager's Fees include Pre-Design and Design Phase, Bid and Award, Construction Phase, Overhead and Profit, General Conditions, and Warranty.

**Cause**

During the Financial Closeout of the project, the OFC failed to identify charges that were not allowed as a Cost of the Work per the terms and conditions of the CM Agreement and General Conditions of the Contract. These non-allowed charges were paid to the Construction Manager at each monthly progress payment.

**Impact**

Inadequate District management and oversight in determining the allowable Cost of the Work resulted in OFC approving payments to the Construction Manager that were not in accordance with the contract terms.

**Recommendation**

The District should seek a reimbursement in the amount of \$692,359.97 from the Construction Manager for the questionable costs and strengthen controls over the payment process over construction projects.

## **Management's Response**

### **Finding #1 - MANAGEMENT RESPONSE:**

In Finding # 1 the Office of the Chief Auditor (OCA) recommends that the District should seek a reimbursement in the amount of \$643,142.97 from the Construction Manager for questionable costs, and strengthen controls over the payment process over construction projects. It is alleged that the Office of Facilities and Construction (OFC) approved payments to the Construction Manager for charges that were not allowed per the Terms and Conditions of the CM Agreement as a Cost of the Work charge.

The OFC recently enhanced procedures to strengthen controls over the payment process. See attached Contract Bulletin Nos. 016 and 036, both issued on January 31, 2013.

### **OCA Follow Up Response**

NOTE: Subsequent to the release of the draft audit, two additional questioned costs relating to the Performance and Payment Bonds totaling \$49,217 were added to our Matrix increasing the Total Questioned Costs from \$643,142.97 to \$692,359.97.

OCA notes that Contract Bulletin No. 016 (see page 339) involves the participation of the Design and Construction Contracts Department to review for compliance and agenda preparation. During the 2013-2014 reorganization of the OFC, the Design and Construction Contracts Department, as of July 1, 2013, was removed from the OFC Department and relocated to the Office of Supply Management & Logistics. It appears this bulletin needs to be revised to accommodate the reporting change.

OCA notes that Contract Bulletin No. 036 (see page 340) only involves the participation of the project manager and the consultant to review the appropriateness of the schedule of values. This audit affirms that these two parties were unable to prevent the CM from including cost of work items included in the CM's fees from being charged a second time as line item costs in the schedule of values. OCA recommends a construction contract expert review the schedule of values for correct cost entitlements and to eliminate all costs of the work paid as General Condition fees from being included in the schedule of values.

## **Management's Response**

To the matter of reimbursement, the OFC's interpretation and application of the CM agreement differs from that of the OCA.

### **OCA Follow Up Response**

OCA requested a legal opinion from the Office of the General Counsel's Office. The Legal Opinion Memorandum was received on November 5, 2013 and affirms the OCA's position (see Section V).

### **Management's Response**

The OCA's CONDITION as to Finding # 1 stated, *"Our review of the Construction Manager's Final Cost of the Work Binders revealed that the Construction Manager was incorrectly paid for Cost of the Work that was included in the Construction Phase Fee and General Conditions Fee."*

The OFC maintains that Construction Manager's Final Cost of the Work Binders were not the final determination used in establishing the Cost of Work as presented in the Financial Close-Out of the Project for the Final Credit Change Order. See EXHIBIT # 1 (Excel Spread Sheet of Comments; after five separate meetings with the CM.) They were used for the purpose of beginning discussions with the CM and the details of the cost items were amended after several deliberations with the CM. The final determination of the Cost of Work was as a result of amending the information contained within the original document.

### **OCA Follow Up Response**

It is OCA's opinion that the audit complied with the contract provisions that determine the cost of work amounts and the required supporting documentation. OCA does not believe that OFC's Exhibit #1 complied with those provisions. OFC believes the \$94,942 "All Deltas" (Questioned Costs) reimbursement amount shown in Exhibit #1 is significantly understated by hundreds of thousands of dollars.

### **Management's Response**

The OFC previously reviewed and arrived at the recommendation for a Final Credit Change Order with respect to the Financial Close-Out, based on the following criteria:

#### **[1] Construction Manager's Service**

The CM Agreement supersedes the Project Manual, Divisions 0 and 1, when there is a conflict between both. See Article below:

#### **Article 3.5.1 Construction Phase**

*"The Construction Manager shall fully comply with the provision of the Owner's Project Manual, including but not limited to Division 0 and 1, and the attached General Conditions of this contract. In the event of a conflict between this Agreement and such documents the Agreement shall control."*

### **OCA Follow Up Response**

OCA agrees with this contract cite, but not the OFC's interpretation of this contract cite. OCA requested a legal opinion from the Office of the General Counsel's Office. The Legal Opinion Memorandum was received on November 5, 2013 and affirms the OCA's position (see Section V).

## **Management's Response**

### **[2] GMP Amends The Agreement**

GMP includes the Schedule of Values and Construction Scope of Work with Clarifications, Alternates and Exclusions. See Article below:

*Article 1.3 Entire Agreement "...an Addendum to the Agreement shall be signed by the Owner and the Construction Manager, acknowledging the GMP amount and the drawings, specifications and other descriptive documents upon which the GMP is based....."*

### **OCA Follow Up Response**

OCA acknowledges the GMP Addendum but acknowledgement does not change our office's position on the reimbursements due the District for the Cost of Work amounts not allowable under the terms of the contract. We agree such addendums modify cost amounts, schedule of values, progress schedule dates, qualifications & clarifications and specific contract terms. All of the contract terms that are not modified by the GMP Addendum are preserved and govern accordingly. OCA believes that if the GMP Addendum documents inadvertently contained errors such as schedule of value costs precluded from being Cost of Work items, the District is fully within its rights to correct these errors and make the necessary adjustments for reimbursement to the District.

An example of the CM incorrectly changing the terms of the CM Agreement through the GMP Addendum occurred when the CM moved the payment of the Builders Risk premium originally included in the General Conditions Fee to a line item cost in the schedule of values as a Cost of Work line item. OCA questions why the General Conditions Fee was not reduced by the Builders Risk premium amount rather than being allowed to remain unchanged. OCA feels this action allowed the CM to include the Builders Risk premium cost in the General Conditions Fee during negotiations and remain there and charged the same amount in the Cost of Work Schedule of Values GMP Addendum and in effect was allowed to charge and receive payment twice for the Builders Risk insurance premium.

## **Management's Response**

### **i. GMP Amendment – (Schedule of Values)**

- GMP Amendment includes a detailed Schedule of Values – Distribution for Cost of Work (COW); see Article 8 below:
  - a. *Article 8 Payments to the Construction Manager, 8.1 Schedule of Values: (.3) "The Construction Manager's Schedule of Values apportions the GMP among the different elements of the required Work for purposes of periodic and final payments and shall be submitted as detailed support for the Contractor's monthly Application for Payment."*

## **OCA Follow Up Response**

OCA does not agree with OFC's opinion that the GMP Addendum allowed the CM's creation of a schedule of values that incorrectly included Cost of Work items that were paid under the fee provisions of the contract to supersede the CM Agreement, which prohibits such costs from being paid twice as a Cost of Work item.

OCA requested a legal opinion from the Office of the General Counsel's Office. The Legal Opinion Memorandum was received on November 5, 2013 and affirms the OCA's position (see Section V).

## **Management's Response**

### **ii. Surveying - Schedule of Values**

- GMP Amendment includes Schedule of Values - Cost of Work
- See Schedule of Values in GMP Amendment (COW)
  - a. *Division 2 Section 02200 Paragraph 1.4.A BENCH MARKS: "Employ an experienced and competent State of Florida licensed surveyor to establish the benchmarks, determine all lines and grades."*

As required, Division 2 Section 02200 Paragraph 1.4.A BENCH MARKS establishes that a State of Florida licensed surveyor is to be employed for the transferring of benchmarks, and to include the determination of all lines and grades. The CM's Schedule of Values and the list of Sub-Contracts provided evidence that the services were classified as a Cost of Work item.

## **OCA Follow Up Response**

OCA does not agree with OFC's opinion that the GMP Addendum allowed the CM's creation of a schedule of values that incorrectly included Cost of Work items that were paid under the fee provisions of the contract to supersede the CM Agreement, which prohibits such costs from being paid twice as a Cost of Work item.

OCA requested a legal opinion from the Office of the General Counsel's Office. The Legal Opinion Memorandum was received on November 5, 2013 and affirms the OCA's position (see Section V).



### Management's Response

#### iii. Final Cleaning - Schedule of Values (COW)

- Division 1 Section 01740 CLEANING
  - a. *Division 1 Section 01740 CLEANING Paragraph 1.6 QUALITY ASSURANCE (A) Cleaning: (1) "Employ experienced workers or professional cleaners for Final Cleaning"*
  - b. Division 2 through 17: Cleaning for specific products or elements of the Work

As required, Division 1 Paragraph 1.6 QUALITY ASSURANCE (A) Cleaning: establishes that experienced workers or professional cleaners are to be employed for the final cleaning. The CM's Schedule of Values and the list of Sub-Contracts provided evidence that the services were classified as a Cost of Work item.

### OCA Follow Up Response

OCA does not agree with OFC's opinion that the GMP Addendum allowed the CM's creation of a schedule of values that incorrectly included Cost of Work items that were paid under the fee provisions of the contract to supersede the CM Agreement, which prohibits such costs from being paid twice as a Cost of Work item.

OCA requested a legal opinion from the Office of the General Counsel's Office. The Legal Opinion Memorandum was received on November 5, 2013 and affirms the OCA's position (see Section V).

### Management's Response

#### iv. Temporary Fencing – Schedule of Values & Division 1

Temporary Fencing interpreted to be COW by OFC:

- See Schedule of Values in GMP Amendment - Temporary Fencing defined as COW
- **Section 01560 TEMPORARY BARRIERS AND ENCLOSURES**
  - a. *Paragraph 1.4 A. "Provide barriers to prevent unauthorized entry to construction areas to allow for the Owner's use of site, and protect existing facilities and adjacent properties from damage from construction activities."*
  - b. *Paragraph 1.5 A. "Prior to the start of Construction Activities: provide temporary 6 foot high enclosures/fencing around construction site; equipped with vehicular and pedestrian gates."*

As required, Division 1 Section 01560 TEMPORARY BARRIERS AND ENCLOSURES provides for barriers to prevent unauthorized entry to construction areas to allow for the Owner's use of site, and protect existing facilities and adjacent properties from damage from construction activities. The CM's Schedule of Values and the list of Sub-Contracts provided evidence that the services were classified as a Cost of Work item.

### **OCA Follow Up Response**

OCA does not agree with OFC's opinion that the GMP Addendum allowed the CM's creation of a schedule of values that incorrectly included Cost of Work items that were paid under the fee provisions of the contract to supersede the CM Agreement, which prohibits such costs from being paid twice as a Cost of Work item.

OCA requested a legal opinion from the Office of the General Counsel's Office. The Legal Opinion Memorandum was received on November 5, 2013 and affirms the OCA's position (see Section V).

### **Management's Response**

#### **v. General Requirement Division 1**

##### **Cost of Work per GMP Amendment**

- See the Schedule of Values:
  - a. *Item 2111 Surveying;*
  - b. *Item 2110 Demo;*
  - c. *Item 2821 Fencing and Gates and Final Cleaning*

#### **[3] General Conditions**

Description of General Conditions Items included in the CM Fees.

*Article 7 Construction Manager's Fees see paragraph 7.1 "General Conditions include items of Labor, Materials and Services set forth in General Conditions."*

*Article 26.02 Subsection 04, 06, 09, 10, 13, 15, 16, and 18*

#### **[4] CM's Affidavit vs. Sub-Contractors' Sworn Statement**

*Article 8 Payments To the Construction Manager 8.16 (.1) ".....An Affidavit that Construction Manager's obligations to all subcontractors, laborers, equipment or suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;...."*

*Article 5.2.03 "Prior to being entitled to receive final payment, and as a condition precedent thereto, the Construction Manager shall provide the Owner, in the form and manner required by Owner, if any, the following (.1) An affidavit that Construction Manager's obligations to all subcontractors, laborers, equipment or suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied."*

### **OCA Follow Up Response**

OCA requested a legal opinion from the Office of the General Counsel's Office. The Legal Opinion Memorandum was received on November 5, 2013 and affirms the OCA's position (see Section V).

### **Management's Response**

#### **[5] Change Orders using Owner's Savings**

Funding Additional Scope:

#### ***Article 6 Guaranteed Maximum Price for Construction***

- 6.1.2 "..... The Owner may utilize funds from the Owner saving line item in the Schedule of Values to fund added scope change orders."

### **OCA Follow Up Response**

OCA agrees with this contract cite.

### **Management's Response**

#### **[6] Additional Cost Item of Work not included in GMP**

For Example:

Additional Demolition Scope of Work shown on drawings but not included in the original demolition Sub-Contractor's scope of work.

### **OCA Follow Up Response**

OCA agrees with this contract cite but does not agree with OFC's interpretation and example.

### **Management's Response**

***Article 25 Construction Manager's Fees 25.1 (4)*** "The Construction Manager shall not be paid overhead and profit on any additional cost item of work not included in the GMP, for which the Construction Manager to the best of its ability should have reasonably discovered in their review of Contract Documents (see also Paragraph 3.3.2 and exhibits G and H), review of other project documentation and existing site conditions."

### **OCA Follow Up Response**

OCA agrees with this contract cite.

**SECTION II**

**MATRIX**

**SCHEDULE OF QUESTIONED COST  
PREPARED BY THE OFFICE OF THE CHIEF AUDITOR**

**NORCREST ELEMENTARY SCHOOL PROJECT #P.000105 PHASE III REPLACEMENT FINANCIAL CLOSEOUT - STILES CONSTRUCTION CO.**

ITEM NO.	DESCRIPTION OF WORK	AMOUNT PAID	QUESTIONED AMOUNT PAID	RATIONALE FOR QUESTIONED COST	DOCUMENTATION TO SUPPORT QUESTIONED COST
1	Surveying for building layout and elevations of finish floors and grades.  (see Exhibit A-1)	\$ 34,390.00	\$ 34,390.00	The Project Manual Specification 01720 - Preparation (see Exhibit J), includes numerous required surveys, such as site improvements, buildings, utilities, and final property survey. This Specification is in Division 0 and as per the Construction Manager Agreement (CM Agreement), it is included in the Construction Phase Fee.	1. General Conditions Article 25.02.01.f <u>Costs and Expenses Included in Fee</u> identifies "Those services set forth in Article 3 of the Agreement Between the Owner and Construction Manager" (CM Agreement) included in the Fee (see Exhibit C). 2. CM Agreement Article 3.5.1 <u>Construction Phase</u> . "The Construction Manager shall fully comply with the provisions of the Owner's Project Manual including but not limited to Division 0 and 1, and the attached General Conditions of this Contract." The Office of the Chief Auditor's opinion is that the intent of the General Conditions and CM Agreement mandates that all cost of all requirements listed in Division 0 and 1 are paid under the combined CM <u>General Conditions Fee</u> and the <u>Construction Phase Fee</u> \$1,777,108 total and cannot be charged in the Schedule of Values as a Cost of the Work (see Exhibit B). CM Agreement Article 1.4 "This Construction Management At Risk Contract, along with the Contract Documents consisting of the Agreement Form, M/WBE goals as set forth in the Request for Qualifications, Documents contained in the Project Manual (including but not limited to Division 0 and 1)..." Division 1 General Requirements Specification Section 01720 (Exhibit H), 1.03 Quality Control requires the CM to "employ a land surveyor" for all required surveying services included but not limited to those services required under 1.07 Surveying (see Exhibit B). 3. CM Agreement Article 3.5.5 Construction Phase "The Construction Manager shall coordinate project close-out, operation, and transition to occupancy" (see Exhibit B). Division 1 General Requirements Specification Section 01780 Close Out Submittals (Exhibit M), 1.04 Final Site Survey, A. Submit the certificates, copies of final property survey, electronic media file project record documents as required by Section 01720 Preparation (Exhibit J). Section 01720 Preparation (Exhibit J) 1.06 Construction Layout and Field Engineering, 1.05 Project Record Documents, and 1.07 Surveying. 4. General Conditions Article 26.03.04 Cost Not To Be Reimbursed "Any cost not specifically and expressly described in subsection 26.02 above" (see Exhibit C).
2	Demolition of existing building and site structures.  (see Exhibit A-2)	\$ 282,184.00	\$ 7,220.00	Deny demolition Change Order #1 previously approved in the amount of \$7,220 because the existing chiller walls are included in drawing DO-O and are part of the GMP.	CM Agreement Article 6.1 Guaranteed Maximum Price For Construction. This Article states that "However, the actual price paid for the Work by the Owner shall be the actual cost of all Work subcontracts, supply contracts, direct labor costs, direct supervision costs, and direct job costs as defined under Article 26 of the general conditions, plus the Construction Manager's fees or the GMP, whichever is less when the Work is complete" (see Exhibit B).

ITEM NO.	DESCRIPTION OF WORK	AMOUNT PAID	QUESTIONED AMOUNT PAID	RATIONALE FOR QUESTIONED COST	DOCUMENTATION TO SUPPORT QUESTIONED COST
3	Video Assessment Survey (see Exhibit A-3)	\$ 900.00	\$ 900.00	Taking a video of the project site is for the convenience of the CM to document conditions and is not a cost of the work. The District/Owner paid for Builders Risk Insurance to cover it's risk and is not responsible for the CM's decision or cost to video the project. The CM is required to take monthly photographs for each monthly payment application.	<p>1. CM Agreement Article 3.5.1 Construction Phase. Division 1 General Requirements Specification Section 01320 Construction Progress Documentation 1.07 Construction Photographs (see Exhibit E).</p> <p>2. General Conditions Article 25.02.01 COST AND EXPENSES INCLUDED IN FEE, 25.02.01.e. "General operating expenses incurred in the management and supervision of the project, except as expressly included in Article 26 of the General Conditions" (see Exhibit C).</p>
4	Labor for running Temporary Fence (see Exhibit A-4)	\$ 201.68	\$ 201.68	Temporary fencing is not allowed as a Cost of the Work, as these costs are part of the Construction Phase and General Conditions Fees.	<p>1. CM Agreement Article 3.5.1., Division 1 General Requirements Specification Section 01560 Temporary Barriers &amp; Enclosures, 1.04 Fencing (see Exhibit H).</p> <p>2. The Construction Manager Agreement Article 7 Construction Manager's Fees, identifies the General Conditions Article 26 Cost of the Project, Section 26.2.04 "Cost including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen, which are employed or consumed in the performance of the work" and Section 26.2.16 "Costs for such temporary facilities at the Project site during construction, as approved by the Owner, including temporary water, heat, power, sanitary facilities and telephones", are to be included in the General Conditions Fee and is not a Cost of the Work (see Exhibit B).</p>
5	Clean up labor for Tropical Storm Fay (see Exhibit A-5)	\$ 128.88	\$ 128.88	The cost for clean up labor is included in the two referenced contract documents as part of the CM's fees and is not a part of the Cost of Work.	<p>1. CM Agreement Article 3.5.1., Division 1 General Requirements Specification Section 01740 Cleaning, identifies clean up cost as part of the Construction Phase Fee and not a Cost of the Work (see Exhibit K).</p> <p>2. The Construction Manager Agreement Article 7 Construction Manager's Fees, identifies the General Conditions Article 26 Cost of the Project, Section 26.02.10, "Cost for trash and debris control and removal from the site", are to be included in the General Conditions Fee and not a Cost of the Work (see Exhibit B).</p>
6	Clean up labor for Tropical Storm Fay (see Exhibit A-6)	\$ 379.76	\$ 379.76	The cost for clean up labor is included in the two referenced contract documents as part of the CM's fees and is not a part of the Cost of Work.	<p>1. CM Agreement Article 3.5.1., Division 1 General Requirements Specification Section 01740 Cleaning, identifies clean up cost as part of the Construction Phase Fee and not a Cost of the Work (see Exhibit K).</p> <p>2. The Construction Manager Agreement Article 7 Construction Manager's Fees, identifies the General Conditions Article 26 Cost of the Project, Section 26.02.10, "Cost for trash and debris control and removal from the site", are to be included in the General Conditions Fee and not a Cost of the Work (see Exhibit B).</p>

ITEM NO.	DESCRIPTION OF WORK	AMOUNT PAID	QUESTIONED AMOUNT PAID	RATIONALE FOR QUESTIONED COST	DOCUMENTATION TO SUPPORT QUESTIONED COST
7	Clean up labor for Tropical Storm Fay (see Exhibit A-7)	\$ 5,469.50	\$ 5,469.50	The cost for clean up labor is included in the two referenced contract documents as part of the CM's fees and is not a part of the Cost of Work.	<p>1. CM Agreement Article 3.5.1., Division 1 General Requirements Specification Section 01740 Cleaning, identifies clean up cost as part of the Construction Phase Fee and not a Cost of the Work (see Exhibit K).</p> <p>2. The Construction Manager Agreement Article 7 Construction Manager's Fees, identifies the General Conditions Article 26 Cost of the Project, Section 26.02.10, "Cost for trash and debris control and removal from the site", are to be included in the General Conditions Fee and not a Cost of the Work (see Exhibit B).</p>
8	Site Work - On Site - Temporary Parking (see Exhibit A-8)	\$ 1,196.25	\$ 1,196.25	The cost for temporary parking is included in the two referenced contract documents as part of the CM's fees and is not a part of the Cost of Work.	<p>1. CM Agreement Article 3.5.1., Division 1 General Requirements Specification Section 01550 Vehicular Access and Parking, identifies Temporary Parking as part of the Construction Phase Fee and not a Cost of the Work (see Exhibit G).</p> <p>2. The Construction Manager Agreement Article 7 Construction Manager's Fees, identifies the General Conditions Article 26.2.15 Cost of the Project, "Also costs for adequate storage and parking space", to be included in the General Conditions Fee and not a Cost of the Work (see Exhibit B).</p>
9	Repair sinkhole on neighbor's property. (see Exhibit A-9)	\$ 1,508.50	\$ 1,508.50	This item is for the repair of the neighbor's sink hole. The Construction Manager is responsible for taking reasonable precautions for safety of, and shall provide reasonable protection to prevent damage to adjacent property.	<p>1. CM Agreement, Article 3.5.1, Division 1 General Requirements Specification Section 01570, 1.03 Water Control and 1.04 Erosion (see Exhibit I).</p> <p>2. General Conditions Article 14.01, "Construction Manager shall at all times conduct all operations under the Construction Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property" (see Exhibit C).</p> <p>3. General Conditions Article 26.2.08, "No costs shall be paid by the Owner to the Construction Manager for any expenses made necessary to correct defective workmanship or to correct any work not in conformance with the Plans and Specifications or to correct any deficiency or damage caused by negligent acts by the Construction Manager" (see Exhibit C).</p> <p>4. General Conditions Article 15.3.1.3, "The Construction Manager shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: Other property at the site or adjacent thereto"(see Exhibit C).</p> <p>5. Repairs for damages like neighbor's sinkhole should be subject to General Conditions Article 31 CONSTRUCTION MANAGER'S INSURANCE and is not a Cost of the Work (see Exhibit C).</p>

ITEM NO.	DESCRIPTION OF WORK	AMOUNT PAID	QUESTIONED AMOUNT PAID	RATIONALE FOR QUESTIONED COST	DOCUMENTATION TO SUPPORT QUESTIONED COST
10	Traffic cones (65) (see Exhibit A-10)	\$ 1,772.55	\$ 1,772.55	Traffic cones for safety and protection of the work are included in the CM's Construction Phase and General Conditions Fees and not a part of the Cost of the Work.	1. CM Agreement Article 3.5.1., Division 1 General Requirements Specification Section 01550 Vehicular Access and Parking, 3.04 Traffic Signs and Signals (see Exhibit G). 2. The Construction Manager Agreement Article 7 Construction Manager's Fees, identifies the General Conditions Article 26.2.15 Cost of the Project "Costs for efficient logistical control of the site, including horizontal and vertical transportation of materials and personnel", are to be included in the General Conditions Fee and is not a Cost of the Work (see Exhibit B). 3. General Conditions Article 15.3.1, "The Construction Manager shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to The Work, and 15.3.3.6, "Erecting and maintaining reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities" (see Exhibit C).
11	No Parking Signs (see Exhibit A-11)	\$ 580.00	\$ 580.00	Parking signs are included in the General Conditions Fee and are not a part of the Cost of the Work.	1. CM Agreement Article 3.5.1., Division 1 General Requirements Specification Section 01550 Vehicular Access and Parking, 3.04 Traffic Signs and Signals (see Exhibit G). 2. The Construction Manager Agreement Article 7 Construction Manager's Fees, identifies the General Conditions Article 26.2.15 Cost of the Project "Also, costs for adequate storage and parking space", are to be included in the General Conditions Fee and is not a Cost of the Work (see Exhibit B).
12	Trash Hauling, concrete hauled off (see Exhibit A-12)	\$ 1,515.00	\$ 1,515.00	Costs for trash and debris control and removal from the site are included in the General Conditions Fee and are not a part of the Cost of the Work.	1. CM Agreement Article 3.5.1., Division 1 General Requirements Specification Section 01740 Cleaning, 1.03a and 1.06a (see Exhibit K). 2. The Construction Manager Agreement Article 7 Construction Manager's Fees, identifies the General Conditions Article 26.2.10 Cost of the Project "Costs for trash and debris control and removal from the site", are to be included in the General Conditions Fee and is not a Cost of the Work (see Exhibit B).
13	Trash dumpster (see Exhibit A-13)	\$ 300.00	\$ 300.00	Costs for trash and debris control and removal from the site are included in the General Conditions Fee and are not a part of the Cost of the Work.	1. CM Agreement Article 3.5.1., Division 1 General Requirements Specification Section 01740 Cleaning, 1.03a and 1.06a (see Exhibit K). 2. The Construction Manager Agreement Article 7 Construction Manager's Fees, identifies the General Conditions Article 26.2.10 Cost of the Project "Costs for trash and debris control and removal from the site", are to be included in the General Conditions Fee and is not a Cost of the Work (see Exhibit B).
14	Dump Truck hauling concrete (see Exhibit A-14)	\$ 646.40	\$ 646.40	Costs for trash and debris control and removal from the site are included in the General Conditions Fee and are not a part of the Cost of the Work.	1. CM Agreement Article 3.5.1., Division 1 General Requirements Specification Section 01740 Cleaning, 1.03a and 1.06a (see Exhibit K). 2. The Construction Manager Agreement Article 7 Construction Manager's Fees, identifies the General Conditions Article 26.2.10 Cost of the Project "Costs for trash and debris control and removal from the site", are to be included in the General Conditions Fee and is not a Cost of the Work (see Exhibit B).



ITEM NO.	DESCRIPTION OF WORK	AMOUNT PAID	QUESTIONED AMOUNT PAID	RATIONALE FOR QUESTIONED COST	DOCUMENTATION TO SUPPORT QUESTIONED COST
15	Demolish neighbor's driveway and replace with new concrete  (see Exhibit A-15)	\$ 8,317.38	\$ 8,317.38	This item is for the repair of the neighbor's driveway. The Construction Manager is responsible for taking reasonable precautions for safety of, and shall provide reasonable protection to prevent damage to adjacent property.	1. CM Agreement Article 3.5.1., Division 1 General Requirements Specification Section 01560 Temporary Barriers and Enclosure 1.03a (see Exhibit H). 2. General Conditions Article 14.01 "Construction Manager shall at all times conduct all operations under the Construction Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property" (see Exhibit C). 3. Repairs for damages like neighbor's driveway should be subject to General Conditions Article 31 CONSTRUCTION MANAGER'S INSURANCE and is not a Cost of the Work (see Exhibit C).
16	Crane Road  (see Exhibit A-16)	\$ 927.18	\$ 927.18	The cost to construct a temporary road to serve the construction area is included in General Conditions Fee and is not a part of the Cost of the Work.	1. CM Agreement Article 3.5.1., Division 1 General Requirements Specification Section 01550 Vehicular Access and Parking, 3.06 Access Roads (see Exhibit G). 2. The Construction Manager Agreement Article 7 Construction Manager's Fees, identifies the General Conditions Article 26.2.15 Cost of the Project "Costs for efficient logistical control of the site, including horizontal and vertical transportation of materials and personnel", and 26.6.16 Costs for such temporary facilities at the Project site during construction, as approved by the Owner, including temporary water, heat, power, sanitary facilities and telephones", are to be included in the General Conditions Fee and is not a Cost of the Work (see Exhibit B).
17	Crane road bldg. 15  (see Exhibit A-17)	\$ 22,340.00	\$ 22,340.00	The cost to construct a temporary road to serve the construction area is included in General Conditions Fee and is not a part of the Cost of the Work.	1. CM Agreement Article 3.5.1., Division 1 General Requirements Specification Section 01550 Vehicular Access and Parking, 3.06 Access Roads (see Exhibit G). 2. The Construction Manager Agreement Article 7 Construction Manager's Fees, identifies the General Conditions Article 26.2.15 Cost of the Project "Costs for efficient logistical control of the site, including horizontal and vertical transportation of materials and personnel", and 26.6.16 Costs for such temporary facilities at the Project site during construction, as approved by the Owner, including temporary water, heat, power, sanitary facilities and telephones", are to be included in the General Conditions Fee and is not a Cost of the Work (see Exhibit B).
18	Street Cleaning  (see Exhibit A-18)	\$ 21,447.17	\$ 21,447.17	Trash and debris removal from the public streets is included in the General Conditions Fee and not part of the Cost of the Work.	1. CM Agreement Article 3.5.1., Division 1 General Requirements Specification Section 01550 Vehicular Access and Parking, 3.11 Maintenance (see Exhibit G). 2. General Conditions Article 25.02.01e COST AND EXPENSES INCLUDED IN FEE "General operating expenses incurred in the management and supervision of the project, except as expressly included in Article 26 of the General Conditions", are to be included in the General Conditions Fee and is not a Cost of the Work (see Exhibit C).
19	Site Labor for carpenters and laborers  (see Exhibit A-19)	\$ 106,084.00	\$ 300.00	The \$300 for dumpster fee not allowed as a part of the Cost of Work as dumpsters are part of the General Conditions Fee.	1. CM Agreement Article 3.5.1., Division 1 General Requirements Specification Section 01740 Cleaning, 1.03a and 1.06a (see Exhibit K). 2. The Construction Manager Agreement Article 7 Construction Manager's Fees, identifies the General Conditions Article 26.2.10 Cost of the Project, "Costs for trash and debris control and removal from the site", are to be included in the General Conditions Fee and is not a Cost of the Work (see Exhibit B).

ITEM NO.	DESCRIPTION OF WORK	AMOUNT PAID	QUESTIONED AMOUNT PAID	RATIONALE FOR QUESTIONED COST	DOCUMENTATION TO SUPPORT QUESTIONED COST
20	Miscellaneous machine time-Tropical Storm Fay (see Exhibit A-20)	\$ 27,880.00	\$ 2,156.23	Tropical Storm Fay was not a hurricane. Small tools and miscellaneous hurricane supplies are not machine time costs and are part of the General Conditions Fee and are not part of the Cost of Work.	General Conditions Article 26.2.04 "Cost including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen, which are employed or consumed in the performance of the work" (see Exhibit C).
21	Trailer site clean-up (see Exhibit A-21)	\$ 480.00	\$ 480.00	Trailer site clean up ticket #1027 is not allowed as a Cost of the Work, as this cost is part of the Construction Phase and General Conditions Fees.	1. CM Agreement Article 3.5.1., Division 1 General Requirements Specification Section 01520 Construction Facilities (see Exhibit F). 2. The Construction Manager Agreement Article 7 Construction Manager's Fees, identifies the General Conditions Article 26.2.10 Cost of the Project "Costs for trash and debris control and removal from the site", are to be included in the General Conditions Fee and is not a Cost of the Work (see Exhibit B).
22	Moving office (see Exhibit A-22)	\$ 960.00	\$ 960.00	Moving Office charge ticket #706 is not allowed as a Cost of the Work, as these costs are part of the Construction Phase and General Conditions Fees.	1. CM Agreement Article 3.5.1., Division 1 General Requirements Specification Section 01520 Construction Facilities (see Exhibit F). 2. The Construction Manager Agreement Article 7 Construction Manager's Fees, identifies the General Conditions Article 26.2.4 Cost of the Project "Cost including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen, which are employed or consumed in the performance of the work" and Article 26.2.16 "Costs for such temporary facilities at the Project site during construction, as approved by the Owner, including temporary water, heat, power, sanitary facilities and telephones." Moving of temporary facilities is a cost included in the General Conditions Fee and is not a Cost of the Work (see Exhibit B).
23	Tropical Storm Fay clean-up (see Exhibit A-23)	\$ 540.00	\$ 540.00	Tropical Storm Fay clean up is not allowed as a Cost of the Work, as these costs are part of the Construction Phase and General Conditions Fees.	1. CM Agreement Article 3.5.1., Division 1 General Requirements Specification Section 01740 Cleaning, 1.03a and 1.06a (see Exhibit K). 2. The Construction Manager Agreement Article 7 Construction Manager's Fees, identifies the General Conditions Article 26.2.10 Cost of the Project, "Costs for trash and debris control and removal from the site", are to be included in the General Conditions Fee and is not a Cost of the Work (see Exhibit B).
24	Clean up and load concrete and dumpster (see Exhibit A-24)	\$ 480.00	\$ 480.00	Dumpster ticket #107 is not allowed as a Cost of the Work, as these costs are part of the Construction Phase and General Conditions Fees.	1. CM Agreement Article 3.5.1., Division 1 General Requirements Specification Section 01520 Construction Facilities (see Exhibit F). 2. General Conditions Article 26 Cost of the Project, Section 26.2.10. "Costs for trash and debris control and removal from the site", are to be included in the General Conditions Fee and are not a Cost of the Work (see Exhibit C).

ITEM NO.	DESCRIPTION OF WORK	AMOUNT PAID	QUESTIONED AMOUNT PAID	RATIONALE FOR QUESTIONED COST	DOCUMENTATION TO SUPPORT QUESTIONED COST
25	Clean up and load lumber in dumpster (see Exhibit A-25)	\$ 480.00	\$ 480.00	Dumpster ticket #704 is not allowed as a Cost of the Work, as these costs are part of the Construction Phase and General Conditions Fees.	<ol style="list-style-type: none"> <li>1. CM Agreement Article 3.5.1., Division 1 General Requirements Specification Section 01520 Construction Facilities (see Exhibit F).</li> <li>2. General Conditions Article 26 Cost of the Project, Section 26.2.10. "Costs for trash and debris control and removal from the site", are to be included in the General Conditions Fee and are not a Cost of the Work (see Exhibit C).</li> </ol>
26	Spread rock for crane road (see Exhibit A-26)	\$ 300.00	\$ 300.00	Rock for crane pad #1114 is not allowed as a Cost of the Work, as these costs are part of the Construction Phase and General Conditions Fees.	<ol style="list-style-type: none"> <li>1. CM Agreement Article 3.5.1., Division 1 General Requirements Specification Section 01550 Vehicular Access and Parking, 3.06 Access Roads (see Exhibit G).</li> <li>2. The Construction Manager Agreement Article 7 Construction Manager's Fees, identifies the General Conditions Article 26 Cost of the Project, Section 26.2.04 "Cost including transportation and maintenance of all materials, supplies, equipment, <u>temporary facilities</u> and hand tools not owned by the workmen, which are employed or consumed in the performance of the work", are to be included in the General Conditions Fee and is not a Cost of the Work (see Exhibit B).</li> </ol>
27	Fencing & Gates (see Exhibit A-27)	\$ 122,183.00	\$ 3,550.00	Repair 85 feet and 70 feet of the neighbor's fence is not allowed as a Cost of the Work, as these costs are part of the Construction Phase and General Conditions Fees.	<ol style="list-style-type: none"> <li>1. CM Agreement Article 3.5.1., Division 1 General Requirements Specification Section 01560 Temporary Barriers &amp; Enclosures, 1.03A Barriers &amp; Barricades (see Exhibit H).</li> <li>2. The Construction Manager Agreement Article 7 Construction Manager's Fees, identifies the General Conditions Article 14 Cost of the Project Section 14.01 "Construction Manager shall at all times conduct all operations under the Construction Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property", are to be included in the General Conditions Fee and is not a Cost of the Work (see Exhibit B).</li> <li>3. General Conditions Article 26.2.08, "No costs shall be paid by the Owner to the Construction Manager for any expenses made necessary to correct defective workmanship or to correct any work not in conformance with the Plans and Specifications or to correct any deficiency or damage caused by negligent acts by the Construction Manager" (see Exhibit C).</li> <li>4. General Conditions Article 15.3.1.3, "The Construction Manager shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: Other property at the site or adjacent thereto" (see Exhibit C).</li> <li>5. Repairs for damages like fencing and gates should be subject to General Conditions Article 31 CONSTRUCTION MANAGER'S INSURANCE and is not a Cost of the Work (see Exhibit C).</li> </ol>
28	Fencing & Gates (see Exhibit A-28)	\$ 1,800.00	\$ 1,800.00	Dumpster costs are not allowed as a Cost of the Work, as these costs are part of the Construction Phase and General Conditions Fees.	<ol style="list-style-type: none"> <li>1. CM Agreement Article 3.5.1., Division 1 General Requirements Specification Section 01520 Construction Facilities (see Exhibit F).</li> <li>2. The Construction Manager Agreement Article 7 Construction Manager's Fees, identifies the General Conditions Article 26 Cost of the Project, Section 26.2.10 "Costs for trash and debris control and removal from the site", are to be included in the General Conditions Fee and is not a Cost of the Work (see Exhibit B).</li> </ol>

ITEM NO.	DESCRIPTION OF WORK	AMOUNT PAID	QUESTIONED AMOUNT PAID	RATIONALE FOR QUESTIONED COST	DOCUMENTATION TO SUPPORT QUESTIONED COST
29	Temporary Fencing (see Exhibit A-29)	\$ 49,835.65	\$ 49,835.65	Temporary fencing is not allowed as a Cost of the Work, as these costs are part of the Construction Phase and General Conditions Fees.	1. CM Agreement Article 3.5.1., Division 1 General Requirements Specification Section 01560 Temporary Barriers & Enclosures, 1.04 Fencing (see Exhibit H). 2. The Construction Manager Agreement Article 7 Construction Manager's Fees, identifies the General Conditions Article 26 Cost of the Project, Section 26.2.04 "Cost including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen, which are employed or consumed in the performance of the work" and Section 26.2.16 "Costs for such temporary facilities at the Project site during construction, as approved by the Owner, including temporary water, heat, power, sanitary facilities and telephones", are to be included in the General Conditions Fee and is not a Cost of the Work (see Exhibit B).
30	Temporary Walkway (see Exhibit A-30)	\$ 83,299.20	\$ 83,299.20	Temporary walkways are considered to be temporary facilities and are not allowed as a Cost of the Work as these costs are part of the Construction Phase and General Conditions Fees.	1. CM Agreement Article 3.5.1., Division 1 General Requirements Specification Section 01560 Temporary Barriers & Enclosures, 1.04 Fencing (see Exhibit H). 2. The Construction Manager Agreement Article 7 Construction Manager's Fees, identifies the General Conditions Article 26 Cost of the Project Section 26.2.04 "Cost including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen, which are employed or consumed in the performance of the work" and Section 26.2.16 "Costs for such temporary facilities at the Project site during construction, as approved by the Owner, including temporary water, heat, power, sanitary facilities and telephones", are to be included in the General Conditions Fee and is not a Cost of the Work (see Exhibit B).
31	Demolish Gazebo (see Exhibit A-31)	\$ 24,777.00	\$ 24,777.00	No documentation was provided. This cost should be disallowed without any supporting documentation.	CM Agreement Article 6.1 Guaranteed Maximum Price For Construction. This Article states that "However, the actual price paid for the Work by the Owner shall be the actual cost of all Work subcontracts, supply contracts, direct labor costs, direct supervision costs, and direct job costs as defined under Article 26 of the general conditions, plus the Construction Manager's fees or the GMP, whichever is less when the Work is complete" (see Exhibit B).
32	Landscaping & Irrigation add new irrigation timer (see Exhibit A-32)	\$ 347,516.00	\$ 374.74	No documentation was provided. When using the quote "per the request of the SBBC to add this work", documentation, change order or CUD to support payment should be provided. This cost should be disallowed without any supporting documentation. for SBBC to review.	CM Agreement Article 6.1 Guaranteed Maximum Price For Construction. This Article states that "However, the actual price paid for the Work by the Owner shall be the actual cost of all Work subcontracts, supply contracts, direct labor costs, direct supervision costs, and direct job costs as defined under Article 26 of the general conditions, plus the Construction Manager's fees or the GMP, whichever is less when the Work is complete" (see Exhibit B).

ITEM NO.	DESCRIPTION OF WORK	AMOUNT PAID	QUESTIONED AMOUNT PAID	RATIONALE FOR QUESTIONED COST	DOCUMENTATION TO SUPPORT QUESTIONED COST
33	Miscellaneous irrigation repairs and landscaping (see Exhibit A-33)	\$ 5,144.71	\$ 5,144.71	No documentation was provided. When using the quote "per the request of the SBBC to add this work", documentation, change order or CUD to support payment should be provided. This cost should be disallowed without any supporting documentation. for SBBC to review.	CM Agreement Article 6.1 Guaranteed Maximum Price For Construction. This Article states that "However, the actual price paid for the Work by the Owner shall be the actual cost of all Work subcontracts, supply contracts, direct labor costs, direct supervision costs, and direct job costs as defined under Article 26 of the general conditions, plus the Construction Manager's fees or the GMP, whichever is less when the Work is complete" (see Exhibit B).
34	Additional landscape required from Phase 1 to Phase 3 transition (see Exhibit A-34)	\$ 7,345.00	\$ 7,345.00	No documentation was provided. When using the quote "per the request of the SBBC to add this work", documentation, change order or CUD to support payment should be provided. This cost should be disallowed without any supporting documentation. for SBBC to review.	CM Agreement Article 6.1 Guaranteed Maximum Price For Construction. This Article states that "However, the actual price paid for the Work by the Owner shall be the actual cost of all Work subcontracts, supply contracts, direct labor costs, direct supervision costs, and direct job costs as defined under Article 26 of the general conditions, plus the Construction Manager's fees or the GMP, whichever is less when the Work is complete" (see Exhibit B).
35	Replace existing pump and landscape (see Exhibit A-35)	\$ 3,367.00	\$ 3,367.00	No documentation was provided. When using the quote "per the request of the SBBC to add this work", documentation, change order or CUD to support payment should be provided. This cost should be disallowed without any supporting documentation. for SBBC to review.	CM Agreement Article 6.1 Guaranteed Maximum Price For Construction. This Article states that "However, the actual price paid for the Work by the Owner shall be the actual cost of all Work subcontracts, supply contracts, direct labor costs, direct supervision costs, and direct job costs as defined under Article 26 of the general conditions, plus the Construction Manager's fees or the GMP, whichever is less when the Work is complete" (see Exhibit B).
36	Add masonry rebar (see Exhibit A-36)	\$ 1,847,786.00	\$ 39,268.23	Contract document masonry wall schedules and sections indicate this required reinforcing steel is part of GMP scope and lacks entitlement to be a change order extra cost.	<p>1. CM Agreement Article 1.4: "This Construction Management At Risk Contract, along with the Contract Documents consisting of the Agreement Form, M/WBE goals as set forth in the Request for Qualifications, Documents contained in the Project Manual (including but not limited to Division 0 and 1), a listing of which is attached to the GMP Addendum, General and Supplementary Conditions, Addenda, Drawings, Specifications, and modifications issued after execution of the Contract embodies the entire agreement between Owner and Construction Manager and supersedes all other writings, oral agreements, or representations" (see Exhibit B).</p> <p>2. CM Agreement Article 2.3.3 The Work, "The Construction Manager represents and warrants to the Owner that: It is able to provide the labor, materials, services, equipment and machinery necessary to complete the Work for the agreed upon price" (see Exhibit B).</p>

ITEM NO.	DESCRIPTION OF WORK	AMOUNT PAID	QUESTIONED AMOUNT PAID	RATIONALE FOR QUESTIONED COST	DOCUMENTATION TO SUPPORT QUESTIONED COST
37	Add additional labor to complete work  (see Exhibit A-37)	\$ 15,003.00	\$ 15,003.00	Additional man power to form beams and columns for the period of October 7, 2009 to October 30, 2009. There is no entitlement for additional labor to complete the original scope of work in GMP.	<p>1. CM Agreement Article 1.4: "This Construction Management At Risk Contract, along with the Contract Documents consisting of the Agreement Form, M/WBE goals as set forth in the Request for Qualifications, Documents contained in the Project Manual (including but not limited to Division 0 and 1), a listing of which is attached to the GMP Addendum, General and Supplementary Conditions, Addenda, Drawings, Specifications, and modifications issued after execution of the Contract embodies the entire agreement between Owner and Construction Manager and supersedes all other writings, oral agreements, or representations" (see Exhibit B).</p> <p>2. CM Agreement Article 2.1. The Work, "The CM Shall perform the work with sufficient manpower to meet the time set forth in the contract documents" and Article 2.2.3 "The Construction Manager represents and warrants to the Owner that: It is able to provide the labor, materials, services, equipment and machinery necessary to complete the Work for the agreed upon price" (see Exhibit B).</p>
38	Pre-stressed Joist  Additional Saturday overtime premium hourly wage rates  (see Exhibit A-38)	\$ 313,106.00	\$ 1,068.32	Unauthorized Saturday over time wages. There is no entitlement for additional labor to complete the original scope of work in the GMP.	<p>1. CM Agreement Article 1.4: "This Construction Management At Risk Contract, along with the Contract Documents consisting of the Agreement Form, M/WBE goals as set forth in the Request for Qualifications, Documents contained in the Project Manual (including but not limited to Division 0 and 1), a listing of which is attached to the GMP Addendum, General and Supplementary Conditions, Addenda, Drawings, Specifications, and modifications issued after execution of the Contract embodies the entire agreement between Owner and Construction Manager and supersedes all other writings, oral agreements, or representations" (see Exhibit B).</p> <p>2. CM Agreement Article 2.1. The Work, "The CM Shall perform the work with sufficient manpower to meet the time set forth in the contract documents" and Article 2.2.3 "The Construction Manager represents and warrants to the Owner that: It is able to provide the labor, materials, services, equipment and machinery necessary to complete the Work for the agreed upon price" (see Exhibit B).</p>
39	Window opening mistake  (see Exhibit A-39)	\$ 348,202.00	\$ 976.50	Window opening layout mistake is a coordination issue that is the responsibility of the CM.	General Conditions Article 26.02.08 "No costs shall be paid by the Owner to the Construction Manager for any expenses made necessary to correct defective workmanship or to correct any work not in conformance with the Plans and Specifications or to correct any deficiency or damage caused by negligent acts by the Construction Manager" (see Exhibit C).
40	Overtime to remove crane  (see Exhibit A-40)	\$ 426,499.00	\$ 2,104.00	Overtime to get crane off job site is not a part of the Cost of Work and is included in the General Conditions Fee.	General Conditions Article 26.02.15 "Costs for efficient logistical control of the site, including horizontal and vertical transportation of materials and personnel. Also, costs for adequate storage and parking space" (see Exhibit C).

ITEM NO.	DESCRIPTION OF WORK	AMOUNT PAID	QUESTIONED AMOUNT PAID	RATIONALE FOR QUESTIONED COST	DOCUMENTATION TO SUPPORT QUESTIONED COST
41	Steel beam and wall height conflicts (see Exhibit A-41)	\$ 813.00	\$ 813.00	The beam conflicts with lengthened partitions is a lack of coordination by the CM and is not part of the Cost of Work.	General Conditions Article 26.02.08 "No costs shall be paid by the Owner to the Construction Manager for any expenses made necessary to correct defective workmanship or to correct any work not in conformance with the Plans and Specifications or to correct any deficiency or damage caused by negligent acts by the Construction Manager" (see Exhibit C).
42	Correct angle bracing at curtain wall (see Exhibit A-42)	\$ 1,198.00	\$ 1,198.00	The angle bracing to curtain wall cost is due to a lack of coordination by the CM and lacks entitlement as a change order extra to the Cost of the Work.	General Conditions Article 26.02.08 "No costs shall be paid by the Owner to the Construction Manager for any expenses made necessary to correct defective workmanship or to correct any work not in conformance with the Plans and Specifications or to correct any deficiency or damage caused by negligent acts by the Construction Manager" (see Exhibit C).
43	Relocate wall light fixture (see Exhibit A-43)	\$ 281,093.00	\$ 2,400.00	Wall light fixture relocation due to lack of field coordination and shop drawing error by the CM and lacks entitlement as a change order extra to the Cost of the Work.	General Conditions Article 26.02.08 "No costs shall be paid by the Owner to the Construction Manager for any expenses made necessary to correct defective workmanship or to correct any work not in conformance with the Plans and Specifications or to correct any deficiency or damage caused by negligent acts by the Construction Manager" (see Exhibit C).
44	Seal leaks at both entrances (see Exhibit A-44)	\$ 94,440.00	\$ 440.00	The cost for ceiling leaks is part of warranty work and lacks entitlement as a change order extra to the Cost of the Work.	CM Agreement Article 3.6 - Warranty Phase "...the Construction Manager further agrees to correct all work found by the Owner to be defective in material and workmanship or not in conformance with the Drawings and Specifications for a period of one year from the Date of Owner Occupancy of the Project" (see Exhibit B).
45	Rough Carpentry- Charge for hand tools (see Exhibit A-45)	\$ 10,856.00	\$ 119.77	Hand tools such as extension cords, grinder wheels, and paint brushes lack entitlement as a change order extra to the Cost of the Work and is part of the General Conditions Fee.	General Conditions Article 26.02.04 "Cost including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen, which are employed or consumed in the performance of the work" (see Exhibit C).

ITEM NO.	DESCRIPTION OF WORK	AMOUNT PAID	QUESTIONED AMOUNT PAID	RATIONALE FOR QUESTIONED COST	DOCUMENTATION TO SUPPORT QUESTIONED COST
46	Clean up charges (see Exhibit A-46)	\$ 1,020.00	\$ 1,020.00	Clean up is not a part of the Cost of Work and is part of the General Conditions Fee.	General Conditions Article 26.02.10 "Costs for trash and debris control and removal from the site" (see Exhibit C).
47	Charge for cabinet hardware (see Exhibit A-47)	\$ 181,694.00	\$ 1,242.00	Stanley brand pulls are specified in section 06400 Built-In Casework and are part of the GMP and do not have entitlement as a change order to increase the GMP (see Exhibit M).	Specification 06400 - Built-In casework. 2.1E.9 - Hardware: Cabinet Pulls: Stanley 4484-US 260, wire pull (see Exhibit M).
48	Credit Service charge (see Exhibit A-48)	\$ 42,675.00	\$ 314.08	Home Depot Credit Service Cost does not have entitlement as a change order to increase the GMP.	Home Depot Credit Service Cost does not have entitlement as a change order to increase the GMP.
49	Vandalism to doors (see Exhibit A-49)	\$ 315,782.00	\$ 7,210.54	Vandalism and security for Doors & Frames is the responsibility of the CM to pursue through Builder's Risk Insurance Policy.	General Conditions Article 14.01 - "Responsibility For Work Security. Construction Manager shall at all times conduct all operations under the Construction Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property" (see Exhibit C).
50	Charge to match existing window color (see Exhibit A-50)	\$ 280,576.00	\$ 28,600.00	Window color finish is the CM's responsibility and lacks entitlement for a change order.	<ol style="list-style-type: none"> <li>1. CM Agreement Article 3.2.3 "Where the project includes renovation or expansion of an existing Facility, the Construction Manager will assist the Construction Team in, preparing an analysis package outlining the condition of the existing Facility, existing structure, <u>existing finishes</u>" (see Exhibit B).</li> <li>2. CM Agreement Article 3.3.3 "The Construction Manager will be required to work with and coordinate their activities with any additional consultants, or testing labs and others that Owner provides for the project and report all findings as specified in Document 01310" (see Exhibit B).</li> <li>3. Specification 01310 Project Management &amp; Coordination, Section 1.03C "offsite materials interface" and 1.09F.1h &amp; i. "compatibility problems in materials" (see Exhibit D).</li> <li>4. Specification 08520 Aluminum Windows, Section 2.10(B)(1) Finish states "A44 anodized to 215-R1, prepared with chemical C pre-treatment. <u>Finish to be anodized to a standard color as selected by architect</u>" (see Exhibit N).</li> </ol>



ITEM NO.	DESCRIPTION OF WORK	AMOUNT PAID	QUESTIONED AMOUNT PAID	RATIONALE FOR QUESTIONED COST	DOCUMENTATION TO SUPPORT QUESTIONED COST
51	Stucco & Drywall  Charges for coordination mistakes  (see Exhibit A-51)	\$ 748,200.00	\$ 28,753.90	Chase, kats, soffit & patching CM's coordination responsibility.	1. CM Agreement Article 3.3.1 CM's responsibility under the CM agreement Article 3.3.1 Design Phase Fee, requires the CM to comply with Specification Section 01310 Project Management and Coordination 1.03C to prepare coordination drawings....to ensure materials accurately interface and indicate sequence for installation. Paragraph 1.09 Pre-Installation Meeting, requires the CM to address compatibility problems of materials and equipment (see Exhibit D). 2. CM Agreement Article 3.3.2 and .8 requires the CM to warrant constructability of the plans and specifications (see Exhibit B). 3. Specification 01310 Project Management & Coordination, Section 1.03C "Prepare coordination drawings where work by separate entities requires fabrication off-site of products and materials which must accurately interface. Coordination drawings shall indicate how work shown by separate shop drawings will interface and shall indicate sequence for installation. Comply with related requirements in Section 01330, Submittal Procedures" and paragraph 1.09 Pre-installation Meeting requires the CM to address compatibility problems of materials and equipment. (F)(h) "Compatibility of materials" (see Exhibit D).
52	Charges for tile color  (see Exhibit A-52)	\$ 167,337.00	\$ 9,630.00	Drawings IDO-1 & 2 show color and patterns of ceramic tile and grades. CM's responsibility under Pre-Design and Design Fees.	1. CM Agreement Article 3.2.3 "Where the project includes renovation or expansion of an existing Facility, the Construction Manager will assist the Construction Team in, preparing an analysis package outlining the condition of the existing Facility, existing structure, <u>existing finishes</u> " (see Exhibit B). 2. CM Agreement Article 3.3.3 "The Construction Manager will be required to work with and coordinate their activities with any additional consultants, or testing labs and others that Owner provides for the project and report all findings as specified in Document 01310" (see Exhibit B). 3. Specification 01310 Project Management & Coordination, Section 1.03C "offsite materials interface" and 1.09F.1h & i. "compatibility problems in materials" (see Exhibit D).
53	Charges for cleaning  (see Exhibit A-53)	\$ 7,355.37	\$ 7,355.37	This cost should be disallowed as clean up is covered in the General Conditions Fee.	General Conditions Article 26.02.10 "Costs for trash and debris control and removal from the site" (see Exhibit C).
54	Software costs denied  (see Exhibit A-54)	\$ 21,368.00	\$ 193.40	\$193 Prolog, Timberline, no entitlement per General Conditions Article 26.03.07 (see Exhibit C).	General Conditions Article 26.03.07 Cost Not To Be Reimbursed "Any personal computer applications and related costs or remote job entry data functions and related costs which will be incurred by personnel at the job site must receive advance written approval from the Owner to be considered a reimbursable cost, otherwise the associated cost will not be paid" (see Exhibit C).

ITEM NO.	DESCRIPTION OF WORK	AMOUNT PAID	QUESTIONED AMOUNT PAID	RATIONALE FOR QUESTIONED COST	DOCUMENTATION TO SUPPORT QUESTIONED COST
55	Charges for overtime re-inspection  (see Exhibit A-55)	\$ 44,612.00	\$ 2,880.00	Overtime not authorized, work is part of GMP.	<p>1. CM Agreement Article 1.4: "This Construction Management At Risk Contract, along with the Contract Documents consisting of the Agreement Form, M/WBE goals as set forth in the Request for Qualifications, Documents contained in the Project Manual (including but not limited to Division 0 and 1), a listing of which is attached to the GMP Addendum, General and Supplementary Conditions, Addenda, Drawings, Specifications, and modifications issued after execution of the Contract embodies the entire agreement between Owner and Construction Manager and supersedes all other writings, oral agreements, or representations" (see Exhibit B).</p> <p>2. CM Agreement Article 2.3.3 The Work, "The Construction Manager represents and warrants to the Owner that: It is able to provide the labor, materials, services, equipment and machinery necessary to complete the Work for the agreed upon price" (see Exhibit B).</p>
56	Charges for re-inspection and overtime  (see Exhibit A-56)	\$ 664.00	\$ 664.00	Broward County BCS Elevating Device, elevator failed re-inspection fee, no entitlement.	General Conditions Article 18 Inspection: Rejection of Materials and Workmanship, 18.08 "...The Construction Manager shall be responsible for the costs of any additional site observations, special inspections and/or testing, or other activities of the Owner made necessary by the correction of such defective materials equipment or portions of the Work" (see Exhibit C).
57	Charges for overtime rates and delivery acceleration  (see Exhibit A-57)	\$ 151,009.00	\$ 7,608.00	\$5,608 Overtime not authorized, work is part of the GMP.  \$2,000 Pump acceleration delivery is CM's & Subcontractor's scheduling responsibility.	General Conditions Article 26.02.08 "No costs shall be paid by the Owner to the Construction Manager for any expenses made necessary to correct defective workmanship or to correct any work not in conformance with the Plans and Specifications or to correct any deficiency or damage caused by negligent acts by the Construction Manager" (see Exhibit C).
58	Telephone damages  (see Exhibit A-58)	\$ 2,481,173.00	\$ 3,325.13	Telephone repairs are not a part of the Cost of Work and are included in the General Conditions.	General Conditions Article 26.02.09 "Minor expenses at the site, such as telegrams, long distance telephone calls, telephone service, expressage, postage, and similar petty cash items in connection with the Project to be billed at cost" (see Exhibit C).
59	Telephone underground damages  (see Exhibit A-59)	\$ 2,090.75	\$ 2,090.75	Backhoe damages are not part of the Cost of Work.	<p>1. General Conditions Article 26.02.08 "No costs shall be paid by the Owner to the Construction Manager for any expenses made necessary to correct defective workmanship or to correct any work not in conformance with the Plans and Specifications or to correct any deficiency or damage caused by negligent acts by the Construction Manager" (see Exhibit C).</p> <p>2. Repairs for damages like telephone underground damages should be subject to General Conditions Article 31 CONSTRUCTION MANAGER'S INSURANCE and is not a Cost of the Work (see Exhibit C).</p>

ITEM NO.	DESCRIPTION OF WORK	AMOUNT PAID	QUESTIONED AMOUNT PAID	RATIONALE FOR QUESTIONED COST	DOCUMENTATION TO SUPPORT QUESTIONED COST
60	Charges for overtime (see Exhibit A-60)	\$ 32,768.00	\$ 32,768.00	Overtime to activate A/C system on time is CM's & Subcontractor responsibility.	1. General Conditions Article 26.02.08 "No costs shall be paid by the Owner to the Construction Manager for any expenses made necessary to correct defective workmanship or to correct any work not in conformance with the Plans and Specifications or to correct any deficiency or damage caused by negligent acts by the Construction Manager" (see Exhibit C). 2. CM Agreement Article 2.3.3 The Work, "The Construction Manager represents and warrants to the Owner that: It is able to provide the labor, materials, services, equipment and machinery necessary to complete the Work for the agreed upon price" (see Exhibit B).
61	Overtime to open school on time (see Exhibit A-61)	\$ 38,041.00	\$ 38,041.00	Overtime to open school on time is CM's & Subcontractor responsibility and is not a part of the Cost of Work.	1. General Conditions Article 26.02.08 "No costs shall be paid by the Owner to the Construction Manager for any expenses made necessary to correct defective workmanship or to correct any work not in conformance with the Plans and Specifications or to correct any deficiency or damage caused by negligent acts by the Construction Manager" (see Exhibit C). 2. CM Agreement Article 2.3.3 The Work, "The Construction Manager represents and warrants to the Owner that: It is able to provide the labor, materials, services, equipment and machinery necessary to complete the Work for the agreed upon price" (see Exhibit B).
62	Repairs for CM's electrical damages (see Exhibit A-62)	\$ 4,602.00	\$ 4,602.00	Repair CM's electrical damages and fire alarm trouble shooting with SBBC fire alarm crew is not a part of the Cost of Work.	General Conditions Article 26.02.08 "No costs shall be paid by the Owner to the Construction Manager for any expenses made necessary to correct defective workmanship or to correct any work not in conformance with the Plans and Specifications or to correct any deficiency or damage caused by negligent acts by the Construction Manager (see Exhibit C)."
63	Unauthorized time & material for demolition and reconnecting (see Exhibit A-63)	\$ 135,352.00	\$ 18,743.21	Duplication of electrical demolition and reconnections of existing services to buildings #7 and #500. Unauthorized Time & Material.	General Conditions Article 26.02.08 "No costs shall be paid by the Owner to the Construction Manager for any expenses made necessary to correct defective workmanship or to correct any work not in conformance with the Plans and Specifications or to correct any deficiency or damage caused by negligent acts by the Construction Manager" (see Exhibit C).
64	Telephone conduit repairs (see Exhibit A-64)	\$ 5,908.93	\$ 5,908.93	Unauthorized Time & Material to repair the 2 inch telephone conduit is not a part of the Cost of Work and is included in the General Conditions Fee.	1. General Conditions Article 26.02.09 "Minor expenses at the site, such as telegrams, long distance telephone calls, telephone service, expressage, postage, and similar petty cash items in connection with the Project to be billed at cost" (see Exhibit C). 2. Repairs for damages like telephone underground damages should be subject to General Conditions Article 31 CONSTRUCTION MANAGER'S INSURANCE and is not a Cost of the Work (see Exhibit C).

ITEM NO.	DESCRIPTION OF WORK	AMOUNT PAID	QUESTIONED AMOUNT PAID	RATIONALE FOR QUESTIONED COST	DOCUMENTATION TO SUPPORT QUESTIONED COST
65	Charges for CM's electrical power (see Exhibit A-65)	\$ 10,700.00	\$ 10,700.00	Temporary Power to trailer compound is not a part of the Cost of Work and is included in the General Conditions Fee.	General Conditions Article 26.02.16 "Costs for such temporary facilities at the Project site during construction, as approved by the Owner, including temporary water, heat, power, sanitary facilities and telephones" (see Exhibit C).
66	Final Cleaning (see Exhibit A-66)	\$ 25,947.37	\$ 25,947.37	Clean-up is not part of the Cost of Work and is included in the General Conditions Fee.	The Construction Manager Agreement Article 7 Construction Manager's Fees, identifies the General Conditions Article 26 Cost of the Project Section 26.02.10 "Costs for trash and debris control and removal from the site", are to be included in the General Conditions Fee and is not a Cost of the Work (see Exhibit B).
67	Builders Risk Insurance (see Exhibit A-67)	\$ 354,987.29	\$ 47,724.69	See OCA work paper dated July 17, 2013 for premium analysis.	See OCA work paper dated July 17, 2013 for premium analysis.
68	Verified Subcontractor Performance & Payment Bond Premiums paid (see Exhibit A-68)	\$ 30,192.00	\$ 30,192.00	Subcontractor Performance & Payment Bond premiums that are not required are not allowable as Cost of the Work item.	See Exhibit A-68, November 5, 2013 Legal Opinion Memorandum from the Office of the General Counsel.
69	Potential Subcontractor Performance & Payment Bond premiums requiring payment verification. (see Exhibit A-69)	\$ 19,025.00	\$ 19,025.00	Subcontractor Performance & Payment Bond premiums that are not required are not allowable as Cost of the Work item.	See Exhibit A-69, November 5, 2013 Legal Opinion Memorandum from the Office of the General Counsel.
<b>TOTAL</b>		<b>\$ 9,608,751.52</b>	<b>\$ 692,359.97</b>		
<b>NOTE: The original questioned amount paid was \$790,037.97. This amount was adjusted to \$692,359.97, based on the Office of the General Counsel Legal Memorandum dated November 5, 2013.</b>					

**SECTION III**

**EXHIBITS**

(3)

07052.00  
INV 6125



JOB NAME: Norcrest Elementary School

**SUBCONTRACTOR'S APPLICATION FOR PAYMENT**

15

I hereby certify that this breakdown of the cost of work is true and accurate, to the best of my knowledge and belief, and that the amounts shown in the "Materials" column are only materials supplied to the above captioned project under order of my firm, in pursuit of the completion of the scope of work as stipulated in the subcontract between KERLAND ASSOCIATES, INC. and STYLES CONSTRUCTION CO. (Contractor). I further certify that funds due my firm under this document shall be used first and foremost to satisfy any financial obligations incurred in connection with completion of this subcontract.

I also certify that payments, less applicable retention, have been made through the period covered by payments received from the contractor, to (1) all my subcontractors (sub-subcontractors) and (2) for all materials and labor used in or connection with the performance of this Contract. I further certify I have complied with Federal, State, and local tax laws, including Social Security laws and Unemployment Compensation laws insofar as applicable to the performance of this contract.

I further certify that all materials delivered to the site or any other location, for temporary storage, which have been installed as part of the work have been purchased from only those supply houses or vendors listed on my contractor affidavit, or as amended hereto, (or amended on prior applications for payment). Furthermore, I understand that my next application for payment must be accompanied by releases of lien from said suppliers in the amount shown in column "T".

Furthermore, in consideration of the payment received and upon receipt of the amount due, the undersigned does hereby waive, release and relinquish all claim or right of lien which the undersigned may now have upon the premises above described.

<p>Additions to list of suppliers as shown on Contractor's Affidavit:</p>   
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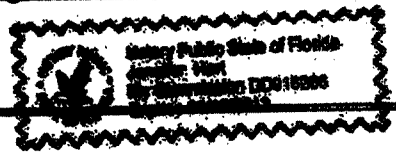
SUBCONTRACTOR NAME: Kerland Associates, Inc.  
 By: Dawn McNaught Date: 9/3/09  
 Title: Accountant

1. ORIGINAL CONTRACT VALUE .....	\$	<u>27,360.00</u>
1a. EXECUTED C.O.'s TO DATE .....	\$	<u>4,941.25</u>
1b. REVISED CONTRACT VALUE .....	\$	<u>32,301.25</u>
2. TOTAL WORK COMPLETED TO-DATE (Column J) .....	\$	<u>13,355.75</u>
3. RETAINAGE 5% of Completed Wo	0. * .. \$	<u>114.60</u>
4. TOTAL EARNED LESS (Line 2 less Line 3) .	A — 32,465. + B — 480. + ... \$	<u>13,241.15</u>
5. PREVIOUS CERTIFIC (Line 4 from prior a	C — 1,095. + D — 350. + ... \$	<u>11,063.75</u>
6. CURRENT PAYMENT (Line 4 less Line 5)	<u>34,390. *</u> .....	\$ <u>2,177.40</u>
7. BALANCE TO FINIS (Line 1 less Line 4, .....	\$	<u>19,060.10</u>

Sworn and Subscribed to me this 4 day of Sept. 2009

X Jennifer J. [Signature]  
NOTARY PUBLIC,

My Commission Expires:



For Accounting Use Only:

Vendor # \_\_\_\_\_  
 PM APPR. \_\_\_\_\_ SUPT. \_\_\_\_\_ W/C \_\_\_\_\_ LIAB \_\_\_\_\_  
 CONTRACT# \_\_\_\_\_ INV# \_\_\_\_\_ EXT \_\_\_\_\_

EXHIBIT A-1

27

# Application For Payment

Section 2 - Continuation Sheet

**Norcrest Elementary SBBC Project 0561-24-01**  
 3951 NE 16th Avenue  
 Pompano Beach, FL 33064

**Project # 3-70011**  
 Tel: 954-786-1936 Fax: 954-786-1857

**Stiles Construction Co.**

**Contract No:** 3-70011  
**To Company:** The School Board of Broward County, Florida  
**From Company:** Stiles Construction Co.

**Application No:** 039  
**Application Date:** 7/25/2010  
**Period To:** 7/25/2010  
**Architect's Project No:**

Item No.	Description	Contract	Installed	Complete	Contract	Complete	Percent Complete	Balance to Complete	Contractor Retainage and D.O.P.P.
001	Pre-Design Phase Fee	17,060.00	17,060.00	0.00	\$0.00	17,060.00	100.00	0.00	0.00
002	Design Phase Fee	89,640.00	89,640.00	0.00	\$0.00	89,640.00	100.00	0.00	0.00
003	Bidding and Award	64,450.00	64,450.00	0.00	\$0.00	64,450.00	100.00	0.00	0.00
004	Construction Phase Fee	996,471.00	968,669.46	27,801.54	\$0.00	996,471.00	100.00	0.00	0.00
005	Warranty	40,000.00	0.00	0.00	\$0.00	0.00	0.00	40,000.00	0.00
006	Overhead	626,772.00	609,285.06	17,486.94	\$0.00	626,772.00	100.00	0.00	0.00
007	Profit	609,970.00	592,951.84	17,018.16	\$0.00	609,970.00	100.00	0.00	0.00
008	General Conditions	780,637.00	758,857.23	21,779.77	\$0.00	780,637.00	100.00	0.00	0.00
009	Design and Construction Phase Fee Total	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	0.00
010	Surveying	32,465.00	17,681.00	0.00	\$0.00	22,681.00	69.86	9,784.00	453.62
011	Demolition	290,690.00	282,184.00	0.00	\$0.00	282,184.00	97.09	8,466.00	5,643.68
012	Sitework - On Site	2,216,404.00	2,086,569.00	0.00	\$0.00	2,197,405.00	99.14	18,999.00	43,948.10
070	Sitework-On Site Materials (DOPP)	187,171.00	0.00	0.00	\$185,944.69	185,944.69	99.34	1,226.31	185,944.69
074	Additional Site Work per GMP Amendment	39,948.13	39,948.13	0.00	\$0.00	39,948.13	100.00	0.00	798.96

**Note: Column E does not include previously requested stored materials that have not yet been installed as of this billing. (Column H from last Requisition)**

**Projog Manager**

Printed on: 8/4/2010

Current Projects







1310 NEPTUNE DRIVE / BOYNTON BEACH, FL 33426  
 561-738-4900 - 954-941-8700  
 FAX 561-737-9975 - 954-938-8900

INVOICE EXHIBIT A-1

INVOICE NUMBER: 76523

INVOICE DATE: 7/31/08

PAGE: 1

**TO**  
**STILES CONSTRUCTION**  
 300 SE 2ND STREET  
 ATTN: ACCT PAYABLE  
 FT. LAUDERDALE, FL 33301

**PROJECT**  
**NORCREST ELEMENTARY SCHOOL TV TOWER**  
 3951 NE 16TH AVENUE  
 POMPANO BEACH, FL

CUSTOMER ID		CUSTOMER CODE		PROJECT CODE	
ST112550		NORCREST ELE		No 30 Days	
SALES REP ID		BILLING PERIOD		DATE	
				8/30/08	
QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL	
40.00	201	TEST BORINGS - PER LINEAR FOOT	12.50	500.00	
1.00	208	MOBILIZATION OF DRILL RIG/CREW	100.00	100.00	
1.00	216	UTILITY CLEARANCE	50.00	50.00	
4.00	101	PROJECT ENGINEERING SERVICES: ANALYSIS/REVIEW	85.00	340.00	
1.00	101	PROFESSIONAL ENGINEERING REVIEW/SIGN OFF	105.00	105.00	
			<b>Subtotal</b>	<b>1,095.00</b>	
			<b>Sales Tax</b>		
			<b>Total Invoice Amount</b>	<b>\$1,095.00</b>	
			<b>Payment Received</b>	<b>0.00</b>	
<b>Check No:</b>			<b>TOTAL DUE</b>	<b>\$1,095.00</b>	

PLEASE NOTE: FINANCE CHARGES WILL BE APPLIED TO ALL PAST DUE ACCOUNTS



1910 NEPTUNE DRIVE / BOYNTON BEACH, FL 33426  
561-736-4900 - 954-941-8700  
FAX 561-737-9975 - 954-938-8900

**INVOICE EXHIBIT A-1**

INVOICE NUMBER: 2104

INVOICE DATE: 2/22/10

PAGE: 1

**TO**  
STILES CONSTRUCTION  
ATTN: MARK FORD  
3951 NE 16TH AVENUE  
POMPANO BEACH, FL 33064

**PROJECT**  
PROPOSED DRIVEWAY  
4011 NE 17TH TERRACE  
POMPANO BEACH, FL

CUSTOMER ID		CUSTOMER PO		PAYMENT TERMS	
ST12550.12		DRIVEWAY-4011 NE 17		Net 30 Days	
SALES REP ID		SHIPPING METHOD		SHIP DATE	DUE DATE
				3/24/10	
QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENSION	
1.00	352	CONCRETE CORE TEST-LUMP SUM	350.00	350.00	
			Subtotal	350.00	
			Sales Tax		
			Total Invoice Amount	350.00	
			Payment Received	0.00	
Check No: 417407			TOTAL DUE	0.00	

PLEASE NOTE: FINANCE CHARGES WILL BE APPLIED TO ALL PAST DUE ACCOUNTS

Subcontract Change Order



STILES CONSTRUCTION Invest·Build·Manage

Item #1

Norcrest Elementary SBBC Project 0561-24-01 Project # 3-70011
3951 NE 16th Avenue Tel: 954-786-1936 Fax: 954-786-1857
Pompano Beach, FL 33064

Date: 6/18/2009

To Subcontractor/Vendor: Miami Wrecking Company
2033 W. McNab Road, Suite 1
Pompano Beach, FL 33069

Contract Number: 3-70011-037
Change Order Number: 001

The Contract is hereby revised by the following items:

Additional Demolition to Existing Chiller not shown on plans to make room for new Chiller

Table with 4 columns: PCO, Item #, Budget Code, Amount. Row 1: 083, 001, 03-02-02110-FR-001-S Extra Demolition to Chiller not shown in drawings \$ 7,220.00. Summary: Equipment: 2000.00, Labor: 7680.00, Total: 9680.00, Discount: 1460.00, total: 7220.00.

Amount 7,220.00

Modification to this document shall render it void. Not Valid until signed by the Contractor and Subcontractor

Summary table with 2 columns: Description, Amount. Rows: The original Contract Value was \$ 211,161.00, Sum of changes by prior Subcontract Change Orders \$ 0.00, The Contract Value prior to this Subcontract Change Order was \$ 211,161.00, The Contract Value will be changed by this Subcontract Change Order in the amount of \$ 7,220.00, The new Contract Value including this Subcontract Change Order will be \$ 218,381.00.

Note: Please sign both copies and return ONE to our office as soon as possible. Thank You!!

Stiles Construction Co.
CONTRACTOR
300 S.E. 2nd Street
Fort Lauderdale, FL 33301

Miami Wrecking Company
SUBCONTRACTOR/VENDOR
2033 W. McNab Road, Suite 1
Pompano Beach, FL 33069

SIGNATURE [Signature]
By [Signature]
DATE 6-19-09

SIGNATURE [Signature]
By [Signature]
DATE 11-17-09



03-10822-D-X  
998500170  
U-19748  
WBE 7007-5301-03

# MIAMI WRECKING CO.

June 4, 2009

Stiles Construction Co.  
300 SE 2<sup>nd</sup> Street  
Fort Lauderdale, FL 33301  
954-627-9150  
954-627-9174 (Fax)  
Attn: Lori Douvris

**MWC #107160**  
**Norcrest Elementary School**  
**3951 NE 16<sup>th</sup> Avenue**  
**Pompano Beach, FL 33064**

### CHANGE ORDER REQUEST

Removal of concrete wall around chiller (change in conditions)

Original cost (not counting disposal - no change)

- 1 - 330 excavator with operator (1) day      \$1,300.00
  - 1 Labor (1) day      160.00
- Total      \$1,460.00

**Change in Scope:** New wall was built around old wall

Rent compressors

Use hand labor and bobcat (not able to use heavy equipment)

- Equipment (bobcat, compressor rental)      2,000.00
  - Labor (6) men, (8) days @ \$160.00 x 6 = \$960.00 x 8      7,680.00
- \$9,680.00  
- 1,460.00

**Total C. O. Request      \$8,220.00**

~~1,000.00~~ Discount  
**\$7,220.00**

Sincerely,  
**Kenneth Chaiken**  
Project Estimator

Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_



954.627.9174



GFA INTERNATIONAL

1215 WALLACE DRIVE
Phone: 561-347-0070 Fax 561-819-1052
DELRAY BEACH, FL 33444

Invoice

Table with columns DATE and INVOICE #. Values: 6/11/2009, 151313

Additional Location
Ft. Myers: 239-489-2443 Stuart: 772-489-9989
Orlando: 407-447-9865 Jacksonville: 904-854-9900
Visit Our Web Site www.TeamGFA.com

# Item 11

BILL TO
Stiles Construction Company
300 S.E. 2nd Street
Fort Lauderdale, Florida 33134
Received
JUL 20 2009
Stiles Accounting

PROJECT NAME
Norcrest Elementary
3951 NE 16th Avenue
Pompano Beach, FL
GFA Proposal #09-0807
COPY

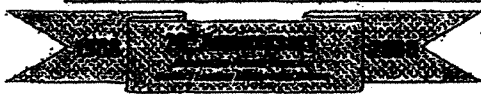


Table with columns P.O. NO., TERMS, DUE DATE, PROJECT ID#. Values: Net 30, 7/11/2009, 09-0317 Norcrest EL..

Main invoice table with columns DATE, DESCRIPTION, REPORT ID#, LOT #/LOC ..., QTY, RATE, AMOUNT. Includes handwritten notes: 'Video Assessment Survey | TO protect SBBC', 'ATTENTION ACCOUNTS PAYABLE', 'Entered JUL 20 2009 Stiles Accounting', '3-70611 Approved CD 7-20-09 #1039', and 'APP VENDOR # 31522 EXT WCC JOB # 70071 CODE 1039 CAT'.

Please include the project # and invoice # on all payments. Thank you for your business.

Summary table with rows Total (\$900.00) and Balance Due (\$900.00)

For a nominal fee, GFA accepts credit card payments. Return your invoice with your credit card number, expiration date, and amount to be paid and we will process immediately. A 1.5% Per Month Late Fee Will Be Added To All Past Due Invoices.

PAST DUE



Customer: STILES CONSTRUCTION DIVISION  
Attention: ACCOUNTS PAYABLE  
Address: 300 SE 2ND STREET  
FT LAUDERDALE FL 33301

Invoice: 45382FTL  
Week Ending: 7/12/2009  
Office: FT. LAUDERDALE  
Phone: (954) 491-3001  
Territory: 137

Account #: 140619

Remit to:  
P.O. Box 684005, Houston, TX 77268-4005

Billing Inquiries:  
cgomez@pps.com or 1-888-529-0202 ext. 117

Billing Detail For: NORCREST ELEMENTARY

EMPLOYEE	TICKET #	WORK DATE	HOURS	BILL RATE	BILL TOTAL
BRESNIHAN, WARREN	3298620	Tuesday, July 07, 2009	8.00	12.48	99.84
ROBLETO, MIGUEL	3298621	Tuesday, July 07, 2009	8.00	12.48	99.84

(2) Overtime Hours: 0.00 Regular Hours: 16.00 Sub Total: \$199.68  
 1% Fuel Surcharge: \$2.00  
**PAY THIS AMOUNT: \$201.68**

Received  
JUL 20 2009  
Stiles Accounting

Received  
JUL 23 2009  
Stiles Accounting

*Rising Tide of  
FEBRUARY*

APP LP VENDOR # 45518 EXT urec  
 JOB # 70011 CODE 710 CAT \_\_\_\_\_  
 GL # \_\_\_\_\_  
 JRN AP \_\_\_\_\_ SC \_\_\_\_\_ RUN # \_\_\_\_\_  
 DATE PD \_\_\_\_\_ CK # \_\_\_\_\_ REVIEW \_\_\_\_\_

Entered  
JUL 23 2009  
Stiles Accounting

Notice: Insurance restrictions prohibit workers from working on rooftops and scaffolding more than 6 feet above ground level.



ALABAMA  
FLORIDA  
GEORGIA  
TEXAS

(954) 491-3001  
FTLAUDER  
NO. 3298620



DAILY TIME TICKET

CUSTOMER: **STILES CONSTRUCTION DIVISION** ACCOUNT NO. **140619** SPECIAL INSTRUCTIONS: **Transit Van**  
**NORCREST ELEMENTARY** **POMPANO** **OSHA GLOVES BROOM FLAT**  
 75 N TO SIMPLE RD, GO E TO 13TH AVE, GO RIGHT BEFORE FEDERAL HWY  
 GO L TO SCHOOL, MUST GO TO CORNER ENTRANCE OF SCHOOL.

MARKER: **MARK** JOB SITE: **NORCREST ELEMENTARY** TIME: **7:00AM** DATE: **07/07/09**

**HOURLY WORKERS TO REPORT**

There is a four hour minimum charge per employee per day.  
 Please fill in the hours worked by the employee in the next quarter hour and sign below.  
 Retain one copy. Do not advance money or any employees for services rendered on your time clock.  
 This time ticket and the services provided are subject to inspection and compliance by the relevant IRS.

*O, lack of work*

START	LUNCH	FINISH	NO. OF WORKERS
07:00	1 hr	08:30	30

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ NO. OF WORKERS: \_\_\_\_\_

EXCELLENT  GOOD  FAIR  POOR

customercare@pacesetterpersonal.com

EMPLOYEE NAME: **Mark P. Alley**  REPEAT WORKER NOT AVAILABLE  
 EMPLOYEE NUMBER: **0347**

BOOTS  SQUARE SHOVEL  BROOM  
 DUST MASK  ROUND SHOVEL  CLOTH GLOVES  
 SAFETY GOGGLES  HARD HAT  LEATHER GLOVES  
 SAFETY GLASSES  RAINCOAT  WEIGH BELT  
 OTHER: \_\_\_\_\_

ADVANCE ON SALARY: \$ \_\_\_\_\_ TRANSPORTATION: \$ **C** GAS ALLOWANCE: \$ \_\_\_\_\_

FORM FACESETTER RETURN THIS COPY Operator: ROEL

Notice: Insurance restrictions prohibit workers from working on rooftops and scaffolding more than 6 feet above ground level.



ALABAMA  
FLORIDA  
GEORGIA  
TEXAS

(954) 491-3001  
FTLAUDER  
NO. 3298621



DAILY TIME TICKET

CUSTOMER: **STILES CONSTRUCTION DIVISION** ACCOUNT NO. **140619** SPECIAL INSTRUCTIONS: **Transit Van**  
**NORCREST ELEMENTARY** **POMPANO** **OSHA GLOVES BROOM FLAT**  
 75 N TO SIMPLE RD, GO E TO 13TH AVE, GO RIGHT BEFORE FEDERAL HWY  
 GO L TO SCHOOL, MUST GO TO CORNER ENTRANCE OF SCHOOL.

MARKER: **MARK** JOB SITE: **NORCREST ELEMENTARY** TIME: **7:00AM** DATE: **07/07/09**

**HOURLY WORKERS TO REPORT**

There is a four hour minimum charge per employee per day.  
 Please fill in the hours worked by the employee in the next quarter hour and sign below.  
 Retain one copy. Do not advance money or any employees for services rendered on your time clock.  
 This time ticket and the services provided are subject to inspection and compliance by the relevant IRS.

*O, Lack of work*

START	LUNCH	FINISH	NO. OF WORKERS
07:00	1 hr	08:30	30

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ NO. OF WORKERS: \_\_\_\_\_

EXCELLENT  GOOD  FAIR  POOR

customercare@pacesetterpersonal.com

EMPLOYEE NAME: **Michael Ratale**  REPEAT WORKER NOT AVAILABLE  
 EMPLOYEE NUMBER: **2558**

BOOTS  SQUARE SHOVEL  BROOM  
 DUST MASK  ROUND SHOVEL  CLOTH GLOVES  
 SAFETY GOGGLES  HARD HAT  LEATHER GLOVES  
 SAFETY GLASSES  RAINCOAT  WEIGH BELT  
 OTHER: \_\_\_\_\_

ADVANCE ON SALARY: \$ \_\_\_\_\_ TRANSPORTATION: \$ **K** GAS ALLOWANCE: \$ \_\_\_\_\_

FORM FACESETTER RETURN THIS COPY Operator: ROEL

*clean up*



Customer: STILES CONSTRUCTION DIVISION  
Attention: ACCOUNTS PAYABLE  
Address: 300 SE 2ND STREET  
FT LAUDERDALE FL 33301  
Account #: 140617

Invoice: 42902FTL  
Week Ending: 8/24/2008  
Office: Ft. Lauderdale  
Phone: (954) 491-3001  
Territory: 137

Remit to:  
P.O. Box 684005, Houston, TX 77268-4005

Billing Inquiries:  
cgomez@pps.com or 1-888-529-2020 ext. 117

Billing Detail For: NORCREST ELEMENTARY

EMPLOYEE	TICKET #	WORK DATE	HOURS	BILL RATE	BILL TOTAL
FUENTES, FREDY RE	3282919	Monday, August 18, 2008	8.00	15.95	127.60

(1)

Overtime Hours: 0.00 Regular Hours: 8.00

Sub Total: \$127.60

1% Fuel Surcharge: \$12.78

PAY THIS AMOUNT: \$128.88

*BLE*

Received  
SEP 03 2008  
Stiles Accounting

Received  
SEP 05 2008  
Stiles Accounting

Entered  
SEP 05 2008  
Stiles Accounting

APP LD VENDOR # 45578 EXT urec  
JOB # 20011 CODE Z110 CAT \_\_\_\_\_  
GAL # \_\_\_\_\_  
JRN AP \_\_\_\_\_ SC \_\_\_\_\_ RUN # \_\_\_\_\_  
DATE PD \_\_\_\_\_ CK # \_\_\_\_\_ REVIEW \_\_\_\_\_

*6702 ROAD  
FOR TRUCKS  
STORM FAL*



Notice: Insurance companies prohibit workers from working on rooftops and scaffolding more than 6 feet above ground level.



ALABAMA  
FLORIDA  
GEORGIA  
TEXAS

(954) 491-3001

FTLAUDER

NO. 282919

FREDY HENBERTO FUENTES

595-85-4926

DAILY TIME TIC

CUSTOMER: STILES CONSTRUCTION DIVISION ACCOUNT NO. 140617  
NORCREST ELEMENTARY

SPECIAL INSTRUCTIONS: Trans: Car

?

REP: MTRK

JOB SITE:

TIME: 7:00AM

POS: 18/08

TO THE CUSTOMER

HOW MANY WORKERS TOMORROW?

There is a four hour minimum charge per employee per day.  
Please fill in the hours worked by the employee to the next quarter hour and sign below.  
Retain one copy. Do not advance money or pay employees for services rendered as you will be billed.  
THIS TIME TICKET AND THE SERVICES PROVIDED HEREUNDER ARE SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE.

*No Repeat until notice*

START	LUNCH	FINISH	TOTAL HOURS WORKED
8:00	1/2 hr	3:30	8.0

Thank You for Calling  
*[Signature]*  
TITLE

DATE: TIME: NO. OF WORKERS:

HOW'S OUR SERVICE?

EXCELLENT  GOOD  FAIR  POOR

customer care @ pacesetter personnel.com

EMPLOYEE NAME:  REPEAT WORKER NOT AVAILABLE

EMPLOYEE NUMBER:

FOR OFFICE USE ONLY

BOOTS  DUST MASK  SAFETY GOGGLES  SAFETY GLASSES  OTHER

SQUARE SHOVEL  ROUND SHOVEL  HARD HAT  RAINCOAT

BRDOM  CLOTH GLOVES  LEATHER GLOVES  WEIGHT BELT

1. BY ACCEPTING THIS JOB I CERTIFY THAT THE ABOVE EMPLOYEE NAME IS MY TRUE AND ONLY NAME AND THAT I HAVE NO PENDING FEES, DEBT OR BACK SALARY.  
2. MY SIGNATURE ATTESTS THAT I HAVE BEEN PAID IN FULL AND THAT NO ACCIDENT OR INJURY WAS SUSTAINED WHILE WORKING ON THIS ASSIGNMENT.  
3. WHEN MY ASSIGNMENT IS COMPLETED, I MUST REPORT BACK THE NEXT BUSINESS DAY TO THE COMPANY FOR REASSIGNMENT. IF I FAIL TO REPORT BACK, MY UNEMPLOYMENT BENEFITS MAY BE AFFECTED.  
4. SHOULD I FAIL TO RETURN ANY EQUIPMENT LISTED WHICH HAS BEEN LOANED TO ME BY THE COMPANY, I AUTHORIZE THE COMPANY TO DEDUCT THE COST OF SUCH EQUIPMENT FROM MY PAY.

ADVANCE ON SALARY: \$ TRANSPORTATION: \$ GAS ALLOWANCE: \$

Operator: ROUL

01998 PACESETTER

RETURN THIS COPY



Customer: STILES CONSTRUCTION DIVISION  
Attention: ACCOUNTS PAYABLE  
Address: 300 SE 2ND STREET  
FT LAUDERDALE FL 33301  
Account #: 140619

Invoice: 42903FTL  
Week Ending: 8/24/2008  
Office: Ft. Lauderdale  
Phone: (954) 491-3001  
Territory: 137

Remit to:  
P.O. Box 684005, Houston, TX 77268-4005

Billing Inquiries:  
cgomez@pps.com or 1-888-529-2020 ext. 117

Billing Detail For: NORCREST ELEMENTARY

EMPLOYEE	TICKET #	WORK DATE	HOURS	BILL RATE	BILL TOTAL
GARRISON, DARRYL L	3282922	Tuesday, August 19, 2008	8.00	11.75	94.00
JOHNSON, JERRY BER	3282933	Monday, August 18, 2008	8.00	11.75	94.00
PEREZ, RAUL	3282915	Monday, August 18, 2008	8.00	11.75	94.00
WALKER, OMAR	3282923	Tuesday, August 19, 2008	8.00	11.75	94.00

(4) Overtime Hours: 0.00 Regular Hours: 32.00 Sub Total: \$376.00

1% Fuel Surcharge: \$3.76

PAY THIS AMOUNT: \$379.76

Received

SEP 05 2008

Stiles Accounting

Received

SEP 03 2008

Stiles Accounting

Entered

SEP 05 2008

Stiles Accounting

APP LD VENDOR # 45518 EXT UCC  
 JOB # 70011 CODE 2110 CAT \_\_\_\_\_  
 GL # \_\_\_\_\_  
 JRN AP \_\_\_\_\_ SC \_\_\_\_\_ RUN # \_\_\_\_\_  
 DATE PD \_\_\_\_\_ CK # \_\_\_\_\_ REVIEW \_\_\_\_\_

*HUMANAS WOL*



ALABAMA FLORIDA GEORGIA TEXAS  
 (954) 491-3001  
 FT LAUDER  
 NO. 3282922



DAILY TIME TICKET

CUSTOMER: STILES CONSTRUCTION DIVISION ACCOUNT NO. 140619 SPECIAL INSTRUCTIONS: Trans: Van  
 NORCREST ELEMENTARY POMPANO  
 95 N TO SAMPLE RD, 60 E TO 15TH AVE, 60 RIGHT BEFORE FEDERAL HWY  
 60 L TO SCHOOL, MUST GO TO CONST ENTRANCE OF SCHOOL

REPORTER: JOB SITE: NORCREST ELEMENTARY TIME: 7:00AM DATE: 08/19/08

TO THE CUSTOMER HOW MANY WORKERS TOMORROW?  
 There is a four hour minimum charge per employee per day. Please fill in the hours worked by the employee to the next quarter hour and sign below. Retain one copy. Do not advance money or pay employees for services rendered as you will be billed. THIS TIME TICKET AND THE SERVICES PROVIDED HEREUNDER ARE SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE.

Thank You for Calling  
 DATE: TIME: NO. OF WORKERS:  
 HOW'S OUR SERVICE?  
 EXCELLENT  GOOD  FAIR  POOR

START LUNCH FINISH TOTAL HOURS WORKED  
 0700 1/2 hr 3:30 8.0  
 x Mark Albaugh  
 CUSTOMER SIGNATURE  
 TITLE  
 customercare@pacesetterpersonnel.com

FOR OFFICE USE ONLY  
 EMPLOYEE NAME: Garison REPEAT WORKER NOT AVAILABLE  
 EMPLOYEE NUMBER: 1011

BOOTS  SQUARE SHOVEL  BROOM  
 DUST MASK  ROUND SHOVEL  CLOTH GLOVES  
 SAFETY GOGGLES  HARD HAT  LEATHER GLOVES  
 SAFETY GLASSES  RAINCOAT  WEIGHT BELT  
 OTHER

1. BY ACCEPTING THIS JOB I CERTIFY THAT THE ABOVE EMPLOYEE NAME IS MY TRUE AND ONLY NAME AND THAT I HAVE NO PENDING HEAL, MED OR BACK INJURY.  
 2. MY SIGNATURE ATTESTS THAT I HAVE BEEN PAID IN FULL AND THAT NO ACCIDENT OR INJURY WAS SUSTAINED WHILE WORKING ON THIS ASSIGNMENT.  
 3. WHEN MY ASSIGNMENT IS COMPLETED I MUST REPORT BACK THE NEXT BUSINESS DAY TO THE COMPANY FOR REASSESSMENT. IF I FAIL TO REPORT BACK, MY UNEMPLOYMENT BENEFITS MAY BE AFFECTED.  
 4. I SHOULD FAIL TO RETURN ANY EQUIPMENT LISTED WHICH HAS BEEN LOANED TO ME BY THE COMPANY, I AUTHORIZE THE COMPANY TO DEDUCT THE COST OF SUCH EQUIPMENT FROM MY PAY.

ADVANCE ON SALARY \$ TRANSPORTATION \$ GAS ALLOWANCE \$  
 Operator: RBUL

RETURN THIS COPY



ALABAMA FLORIDA GEORGIA TEXAS  
 (954) 491-3001  
 FT LAUDER  
 NO. 3282933



DAILY TIME TICKET

CUSTOMER: STILES CONSTRUCTION DIVISION ACCOUNT NO. 140619 SPECIAL INSTRUCTIONS: Trans: ???  
 NORCREST ELEMENTARY POMPANO  
 95 N TO SAMPLE RD, 60 E TO 15TH AVE, 60 RIGHT BEFORE FEDERAL HWY  
 60 L TO SCHOOL, MUST GO TO CONST ENTRANCE OF SCHOOL

REPORTER: JOB SITE: NORCREST ELEMENTARY TIME: 7:00AM DATE: 08/18/08

TO THE CUSTOMER HOW MANY WORKERS TOMORROW?  
 There is a four hour minimum charge per employee per day. Please fill in the hours worked by the employee to the next quarter hour and sign below. Retain one copy. Do not advance money or pay employees for services rendered as you will be billed. THIS TIME TICKET AND THE SERVICES PROVIDED HEREUNDER ARE SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE.

Thank You for Calling  
 DATE: TIME: NO. OF WORKERS:  
 HOW'S OUR SERVICE?  
 EXCELLENT  GOOD  FAIR  POOR

START LUNCH FINISH TOTAL HOURS WORKED  
 0700 1/2 hr 3:30 8.0  
 x Mark Albaugh  
 CUSTOMER SIGNATURE  
 TITLE  
 customercare@pacesetterpersonnel.com

FOR OFFICE USE ONLY  
 EMPLOYEE NAME: Dlnsa REPEAT WORKER NOT AVAILABLE  
 EMPLOYEE NUMBER: 1011

BOOTS  SQUARE SHOVEL  BROOM  
 DUST MASK  ROUND SHOVEL  CLOTH GLOVES  
 SAFETY GOGGLES  HARD HAT  LEATHER GLOVES  
 SAFETY GLASSES  RAINCOAT  WEIGHT BELT  
 OTHER

1. BY ACCEPTING THIS JOB I CERTIFY THAT THE ABOVE EMPLOYEE NAME IS MY TRUE AND ONLY NAME AND THAT I HAVE NO PENDING HEAL, MED OR BACK INJURY.  
 2. MY SIGNATURE ATTESTS THAT I HAVE BEEN PAID IN FULL AND THAT NO ACCIDENT OR INJURY WAS SUSTAINED WHILE WORKING ON THIS ASSIGNMENT.  
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ADVANCE ON SALARY \$ TRANSPORTATION \$ GAS ALLOWANCE \$  
 Operator: RBUL

RETURN THIS COPY

40

Notice: insurance restrictions prohibit workers from working on rooftops and scaffolding more than 6 feet above ground level.



ALABAMA FLORIDA GEORGIA TEXAS  
 (954) 491-3001  
 FT LAUDER  
 NO. 3282915



DAILY TIME TICKET

CUSTOMER: STILES CONSTRUCTION DIVISION ACCOUNT NO. 140619 SPECIAL INSTRUCTIONS: Trans: Rider  
 NORCREST ELEMENTARY POMPANO  
 95 N TO SAMPLE RD, 60 E TO 15TH AVE, 60 RIGHT BEFORE FEDERAL HWY  
 60 L TO SCHOOL, MUST GO TO CONST ENTRANCE OF SCHOOL

REPORTER: JOB SITE: NORCREST ELEMENTARY TIME: 7:00AM DATE: 08/18/08

TO THE CUSTOMER HOW MANY WORKERS TOMORROW?  
 There is a four hour minimum charge per employee per day. Please fill in the hours worked by the employee to the next quarter hour and sign below. Retain one copy. Do not advance money or pay employees for services rendered as you will be billed. THIS TIME TICKET AND THE SERVICES PROVIDED HEREUNDER ARE SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE.

Thank You for Calling  
 DATE: TIME: NO. OF WORKERS:  
 HOW'S OUR SERVICE?  
 EXCELLENT  GOOD  FAIR  POOR

START LUNCH FINISH TOTAL HOURS WORKED  
 0700 1/2 hr 3:30 8.0  
 x Mark Albaugh  
 CUSTOMER SIGNATURE  
 TITLE  
 customercare@pacesetterpersonnel.com

FOR OFFICE USE ONLY  
 EMPLOYEE NAME: Garison REPEAT WORKER NOT AVAILABLE  
 EMPLOYEE NUMBER: 1011

BOOTS  SQUARE SHOVEL  BROOM  
 DUST MASK  ROUND SHOVEL  CLOTH GLOVES  
 SAFETY GOGGLES  HARD HAT  LEATHER GLOVES  
 SAFETY GLASSES  RAINCOAT  WEIGHT BELT  
 OTHER

1. BY ACCEPTING THIS JOB I CERTIFY THAT THE ABOVE EMPLOYEE NAME IS MY TRUE AND ONLY NAME AND THAT I HAVE NO PENDING HEAL, MED OR BACK INJURY.  
 2. MY SIGNATURE ATTESTS THAT I HAVE BEEN PAID IN FULL AND THAT NO ACCIDENT OR INJURY WAS SUSTAINED WHILE WORKING ON THIS ASSIGNMENT.  
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ADVANCE ON SALARY \$ TRANSPORTATION \$ GAS ALLOWANCE \$  
 Operator: RBUL

RETURN THIS COPY

Notice: insurance restrictions prohibit workers from working on rooftops and scaffolding more than 6 feet above ground level.



ALABAMA FLORIDA GEORGIA TEXAS  
 (954) 491-3001  
 FT LAUDER  
 NO. 3282923



DAILY TIME TICKET

CUSTOMER: STILES CONSTRUCTION DIVISION ACCOUNT NO. 140619 SPECIAL INSTRUCTIONS: Trans: Van  
 NORCREST ELEMENTARY POMPANO  
 95 N TO SAMPLE RD, 60 E TO 15TH AVE, 60 RIGHT BEFORE FEDERAL HWY  
 60 L TO SCHOOL, MUST GO TO CONST ENTRANCE OF SCHOOL

REPORTER: JOB SITE: NORCREST ELEMENTARY TIME: 7:00AM DATE: 08/19/08

TO THE CUSTOMER HOW MANY WORKERS TOMORROW?  
 There is a four hour minimum charge per employee per day. Please fill in the hours worked by the employee to the next quarter hour and sign below. Retain one copy. Do not advance money or pay employees for services rendered as you will be billed. THIS TIME TICKET AND THE SERVICES PROVIDED HEREUNDER ARE SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE.

Thank You for Calling  
 DATE: TIME: NO. OF WORKERS:  
 HOW'S OUR SERVICE?  
 EXCELLENT  GOOD  FAIR  POOR

START LUNCH FINISH TOTAL HOURS WORKED  
 0700 1/2 hr 3:30 8.0  
 x Mark Albaugh  
 CUSTOMER SIGNATURE  
 TITLE  
 customercare@pacesetterpersonnel.com

FOR OFFICE USE ONLY  
 EMPLOYEE NAME: Garison REPEAT WORKER NOT AVAILABLE  
 EMPLOYEE NUMBER: 1011

BOOTS  SQUARE SHOVEL  BROOM  
 DUST MASK  ROUND SHOVEL  CLOTH GLOVES  
 SAFETY GOGGLES  HARD HAT  LEATHER GLOVES  
 SAFETY GLASSES  RAINCOAT  WEIGHT BELT  
 OTHER

1. BY ACCEPTING THIS JOB I CERTIFY THAT THE ABOVE EMPLOYEE NAME IS MY TRUE AND ONLY NAME AND THAT I HAVE NO PENDING HEAL, MED OR BACK INJURY.  
 2. MY SIGNATURE ATTESTS THAT I HAVE BEEN PAID IN FULL AND THAT NO ACCIDENT OR INJURY WAS SUSTAINED WHILE WORKING ON THIS ASSIGNMENT.  
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ADVANCE ON SALARY \$ TRANSPORTATION \$ GAS ALLOWANCE \$  
 Operator: RBUL

RETURN THIS COPY

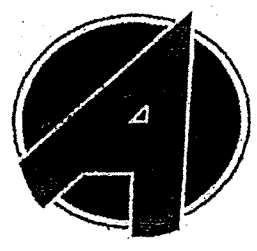
A-6

# EXHIBIT A-7

**INVOICE**

Page: 1 of 1

**Able Body Labor**  
3040 Gulf To Bay Blvd  
Clearwater, FL 33759-0000



Invoice Number: 0145-20802  
Invoice Date: 08/24/2008  
Account Number: ST174

**Questions or Comments?**

Phone (727) 724-2601  
Fax (727) 771-0236

File

*File & Replace 20800*

**Bill To**  
STILES CONST/NORCREST ELEM  
300 SE 2ND ST  
FT LAUDERDALE, FL 33301

**Remit To**  
Able Body Labor  
PO BOX 30532  
Tampa, FL 33630-3532

Terms Due upon Receipt Branch 0145-HOLLYWOOD

Work Order Number	Date	Job Site	Customer PO	Workers	Hour Type	Hours	Rate	Amount	Sales Tax	Total
5457802	08/18	NORCREST ELEMENTARY		2	Regular	16.00	\$25.50	\$408.00	\$0.00	\$408.00
5457803	08/18	NORCREST ELEMENTARY		1	Regular	8.00	\$23.50	\$188.00	\$0.00	\$188.00
5457810	08/19	NORCREST ELEMENTARY		2	Regular	48.00	\$25.50	\$1,224.00	\$0.00	\$1,224.00
	08/19	NORCREST ELEMENTARY		2	Overtime	18.00	\$38.25	\$688.50	\$0.00	\$688.50
5457811	08/19	NORCREST ELEMENTARY		1	Regular	24.00	\$23.50	\$564.00	\$0.00	\$564.00
	08/19	NORCREST ELEMENTARY		1	Overtime	9.00	\$35.25	\$317.25	\$0.00	\$317.25
5459295	08/22	NORCREST ELEMENTARY		1	Overtime	11.00	\$35.25	\$387.75	\$0.00	\$387.75
5459296	08/22	NORCREST ELEMENTARY		2	Overtime	44.00	\$38.25	\$1,683.00	\$0.00	\$1,683.00
<b>Job Site NORCREST ELEMENTARY Sub Total:</b>								<b>\$5,460.50</b>	<b>\$0.00</b>	<b>\$5,460.50</b>

**Received**  
**SEP 22 2008**  
*Sales Accounting*

~~Work Order Fees~~  
~~Hour's Summary~~

Fuel Surcharge \$9.00 \$0.00 \$9.00  
Regular 96.00  
Overtime 82.00

**Invoice Total: \$5,469.50**

**Entered**  
**SEP 22 2008**  
**Stiles Accounting**

APP CD VENDOR # 48969 EX WLC  
JOB # 70044 CODE 1908 CAT \_\_\_\_\_  
G/L # \_\_\_\_\_  
IRM AP \_\_\_\_\_ SC \_\_\_\_\_ RUN# \_\_\_\_\_  
A/E PD \_\_\_\_\_ CK # \_\_\_\_\_ REVIEW \_\_\_\_\_

1.5% Finance charge will be applied on invoices over 30 days.



Subcontract Change Order

Norcrest Elementary SBBC Project 0561-24-01  
3951 NE 16th Avenue  
Pompano Beach, FL 33064

Project # 3-70011  
Tel: 954-786-1936 Fax: 954-786-1857

Date: 4/25/2008

To Subcontractor/Vendor:  
American Engineering & Development Corp.  
11765 W. Okeechobee Road  
Hialeah Gardens, FL 33018

Received

JUN 02 2008

Contract Number: 3-70011-027  
Change Order Number 002

Stiles Accounting

The Contract is hereby revised by the following items:

Additional Limerock for a additional temprary parking lot that was needed

*95.176*

PCO	Item #	Budget Code	Description	Amount
018	001	03-02-02001-FN-001-S	Sitework-Additional Lime Rock for a additional temporary parking lot	\$ 1,196.25

Roller 2hr @ \$70.00 = \$140.00  
Limerock 45.25TN @ \$25.00 = \$1,056.25

Total \$1,196.25

Modification to this document shall render it void. Not Valid until signed by the Contractor and Subcontractor

The original Contract Value was.....	\$ 2,443,999.00
Sum of changes by prior Subcontract Change Orders.....	(\$ 198,401.20)
The Contract Value prior to this Subcontract Change Order was.....	\$ 2,245,597.80
The Contract Value will be changed by this Subcontract Change Order in the amount of.....	\$ 1,196.25
The new Contract Value including this Subcontract Change Order will be.....	\$ 2,246,794.05

Note: Please sign both copies and return ONE to our office as soon as possible. Thank You!!

Stiles Construction Co.  
CONTRACTOR  
300 S.E. 2nd Street  
Fort Lauderdale, FL 33301

American Engineering & Development Corp.  
SUBCONTRACTOR/VENDOR  
11765 W. Okeechobee Road  
Hialeah Gardens, FL 33018

SIGNATURE \_\_\_\_\_  
By *P. Zam* \_\_\_\_\_  
DATE *4.25.08* \_\_\_\_\_

SIGNATURE \_\_\_\_\_  
By *The Brankowski S.P.M.* \_\_\_\_\_  
DATE *5-5-08* \_\_\_\_\_

Entered

JUN 02 2008

Stiles Accounting

Subcontract Change Order



STIB & RETURN TO STILES..

Norcrest Elementary SBBC Project 0561-24-01  
3951 NE 18th Avenue  
Pompano Beach, FL 33064

Project # 3-70011  
Tel: 954-786-1936 Fax: 954-786-1857

Date: 6/16/2008  
To Subcontractor/Vendor:  
American Engineering & Development Corp.  
11765 W. Okeechobee Road  
Hialeah Gardens, FL 33018

Contract Number: 3-70011-027  
Change Order Number 004

Received  
JUN 26 2008

Stiles Accounting

The Contract is hereby revised by the following items:

Compact and Fill Sink Hole

PCO	Item #	Budget Code	Description	Amount
029	001	01-01-01935-JC-002-C	Contingency/Neighbor/Fill Sink Hole	\$ 1,508.50
Superintendent 4 hrs 100.00 =400				
Laborer 4 hrs 30.00 =120.00				
Flowable Fill 3 yd 135.00 =405.00				
Concrete Pump 1 LS =583.50				
Total =1,508.50				

Modification to this document shall render it void. Not Valid until signed by the Contractor and Subcontractor

The original Contract Value was.....	\$ 2,443,999.00
Sum of changes by prior Subcontract Change Orders.....	(\$ 199,064.95)
The Contract Value prior to this Subcontract Change Order was.....	\$ 2,253,934.05
The Contract Value will be changed by this Subcontract Change Order in the amount of.....	\$ 1,508.50
The new Contract Value including this Subcontract Change Order will be.....	\$ 2,255,442.55

Note: Please sign both copies and return ONE to our office as soon as possible. Thank You!!

Stiles Construction Co.  
CONTRACTOR  
300 S.E. 2nd Street  
Fort Lauderdale, FL 33301

American Engineering & Development Corp.  
SUBCONTRACTOR/VENDOR  
11765 W. Okeechobee Road  
Hialeah Gardens, FL 33018

SIGNATURE \_\_\_\_\_  
By L. [Signature]  
DATE 6-17-08

SIGNATURE \_\_\_\_\_  
By [Signature]  
DATE 6-23-08

Entered  
JUN 25 2008  
Stiles Accounting

Stiles#7

**Engineering &  
Development  
Corporation**

AEDC PROJECT NO: 07-719

**CHANGE ORDER PROPOSAL**

**TO:** Lori Douvris  
Stiles Construction  
3951 NE 16<sup>th</sup> Avenue  
Pompano Beach, FL. 33064  
Fax: (954) 786-1857

**CHANGE ORDER NO.** 13  
**DATE:** October 13, 2008  
**PROJECT:** Norcrest Elementary

We hereby propose to perform the following work:

<u>Please find cost to deliver 65 new Traffic Cones.</u>			<u>\$ 1,772.55</u>
Traffic Cones	65 EA @	\$ 27.00 =	\$ 1,755.00
Bond 1%	1 LS @	\$ 17.55 =	\$ 17.55

**TOTAL ADDITION FOR THIS CHANGE ORDER PROPOSAL:** \$ 1,772.55

**THE PARTIES HEREBY AGREE to modify the Contract by the herein Change Order, which becomes part of the Contract. All work is to be performed under the terms and conditions of the Contract unless otherwise agreed in writing. Facsimile signatures are binding as originals.**

ADD \$ 1,772.55

**American Engineering & Development Corporation**  
By: [Signature]  
Name: Joe Bracikowski  
Title: Senior Project Manager

**ACCEPTED:  
Stiles Construction**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*(Please sign, and return one copy for our records.)*

D:\Contracts\Job Files\07719 - Norcrest Elementary\Change Orders\719-13 (T&M Work).doc

Subcontract Change Order



STILES CONSTRUCTION Invest·Build·Manage

Received

OCT 09 2009

Norcrest Elementary SBBC Project 0561-24-01 3951 NE 16th Avenue Pompano Beach, FL 33064

Project # 3-70011 Tel: 954-786-1936 Fax: 954-786-1857

Stiles Accounting

Date: 5/7/2009

To Subcontractor/Vendor: American Engineering & Development Corp. 11765 W. Okeechobee Road Hialeah Gardens, FL 33018

Contract Number: 3-70011-027 Change Order Number: 008

The Contract is hereby revised by the following items:

Two additional NO PARKING SIGNS per the SBBC

Table with columns: PCO, Item #, Budget Code, Description, Amount. Row 1: 080, 001, 03-02-02001-FR-002-5, Sitework/ Two Additional NO PARKING signs per the SBBC, 580.00. Includes breakdown: 2 signs at 251.00 (supply and install), 10% O 50.20, 4% P 22.09, 1% B 5.74, 580.00.

Modification to this document shall render it void. Not Valid until signed by the Contractor and Subcontractor

Summary table showing contract value changes: Original Contract Value (\$2,443,999.00), Sum of changes by prior Subcontract Change Orders (\$135,076.97), The Contract Value prior to this Subcontract Change Order was (\$2,308,922.03), The Contract Value will be changed by this Subcontract Change Order in the amount of (\$580.00), The new Contract Value including this Subcontract Change Order will be (\$2,309,502.03).

Note: Please sign both copies, please forward both copies of this change order to your Surety agent for their signature acknowledging their receipt. Please return one copy of the fully executed document, including Surety signature to our office immediately. Payment for this change order cannot be released until the executed document is received.

The Surety, by signing below, acknowledges this Change Order and the modification to the Subcontract Agreement and agrees that the Penal Sum of the Payment and Performance Bonds it issued for this Project, naming Stiles as Obligee, and the Subcontractor as Principal, shall be adjusted by the amount of this Change Order. Thank you.

Signature lines for Contractor (Stiles Construction Co.), Subcontractor/Vendor (American Engineering & Development Corp.), and Surety Company (Western Surety Company). Includes fields for Signature, Print Name, and Date.

\* Note to Surety Company: Important! Please attach Power of Attorney with raised seal \*

Entered OCT 09 2009 Stiles Accounting



Stiles #17

American Engineering & Development Corporation

AEDC PROJECT NO: 07-719

# CHANGE ORDER PROPOSAL

**TO:** Lori Douvris  
Stiles Construction  
3951 NE 16<sup>th</sup> Avenue  
Pompano Beach, FL. 33064  
Fax: (954) 786-1857

**CHANGE ORDER NO.** 12 Revised  
**DATE:** October 13, 2008  
**PROJECT:** Norcrest Elementary

We hereby propose to perform the following work:

07/15/08 T & M Work

\$ 2,548.20

Limerock	102.42	TN	@	\$ 19.80 =	\$ 2,027.92
Bond 1%	1	LS	@	\$ 20.28 =	\$ 20.28

07/16/08 T & M Work

\$ 1,515.00

Concrete Haul Off	6	LD	@	\$ 250.00 =	\$ 1,500.00
Bond 1%	1	LS	@	\$ 15.00 =	\$ 15.00

07/24/08 T & M Work

\$ 646.40

Dump Truck (2)	8	HR	@	\$ 80.00 =	\$ 640.00
Bond 1%	1	LS	@	\$ 6.40 =	\$ 6.40

TOTAL ADDITION FOR THIS CHANGE ORDER PROPOSAL:

\$ 4,709.60

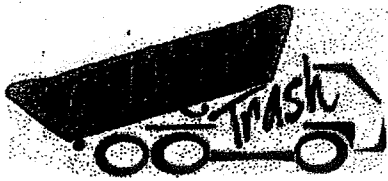
**THE PARTIES HEREBY AGREE to modify the Contract by the herein Change Order, which becomes part of the Contract. All work is to be performed under the terms and conditions of the Contract unless otherwise agreed in writing. Facsimile signatures are binding as originals.**

ADD \$ 4,709.60

American Engineering & Development Corporation  
 By: [Signature]  
 Name: Joe Bracikowski  
 Title: Senior Project Manager

**ACCEPTED:**  
 Stiles Construction  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

(Please sign, and return one copy for our records.)  
O:\Contracts\Job Files\07719 - Norcrest Elementary\Change Orders\719-12 Revised (T&M Work).doc



**9924 Happy Hollow Road**  
**Delray Beach, FL 33446**  
 Phone (561) 819-1144 Fax (561) 495-1478

**INVOICE# EXHIBIT A-13**  
 INV DATE 08/14/10  
 ACCOUNT# 207703  
 DUE DATE 09/14/10

STILES CONSTRUCTION  
 300 SE 2ND ST  
 FT LAUDERDALE, FL 33301

AMOUNT YOU  
 ARE PAYING \_\_\_\_\_

SERVICE ADDRESS: STILES / NORCREST #3-70011  
 3951 NE 16TH AVE (POMPANO BEACH, FL)

AMOUNT 300.00

DATE	DESCRIPTION	AMOUNT
08/10/10	LOCATION: 3951 NE 16TH AVE 08E00001 1 20Y C&D HAULING FEE 08/10/10 00015627	300.00
INV# 08E00001 ACCT# 207703		DATE 08/14/10 PAGE 1 OF 1

1.5% per month late charge assessed on past due amounts

**PLEASE PAY THIS AMOUNT 300.00**

Stiles #1

American Engineering & Development Corporation

AEDC PROJECT NO: 07-719

# CHANGE ORDER PROPOSAL

**TO:** Lori Douvris  
Stiles Construction  
3951 NE 16<sup>th</sup> Avenue  
Pompano Beach, FL. 33064  
Fax: (954) 786-1857

**CHANGE ORDER NO.** 12 Revised  
**DATE:** October 13, 2008  
**PROJECT:** Norcrest Elementary

We hereby propose to perform the following work:

07/15/08 T & M Work \$ 2,548.20

Limerock	102.42	TN	@	\$ 19.80 =	\$ 2,027.92
Bond 1%	1	LS	@	\$ 20.28 =	\$ 20.28

07/16/08 T & M Work \$ 1,515.00

Concrete Haul Off	6	LD	@	\$ 250.00 =	\$ 1,500.00
Bond 1%	1	LS	@	\$ 15.00 =	\$ 15.00

07/24/08 T & M Work \$ 646.40

Dump Truck (2)	8	HR	@	\$ 80.00 =	\$ 640.00
Bond 1%	1	LS	@	\$ 6.40 =	\$ 6.40

**TOTAL ADDITION FOR THIS CHANGE ORDER PROPOSAL:** \$ 4,709.60

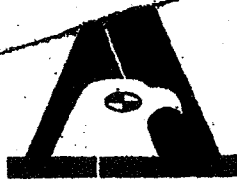
**THE PARTIES HEREBY AGREE** to modify the Contract by the herein Change Order, which becomes part of the Contract. All work is to be performed under the terms and conditions of the Contract unless otherwise agreed in writing. Facsimile signatures are binding as originals.

ADD \$ 4,709.60

American Engineering & Development Corporation  
By: [Signature]  
Name: Joe Bracikowski  
Title: Senior Project Manager

**ACCEPTED:**  
Stiles Construction  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(Please sign, and return one copy for our records.)  
O:\Contracts\Job Files\07719 - Norcrest Elementary\Change Orders\719-12 Revised (T&M Work).doc



**American  
Engineering &  
Development  
Corporation**

AEDC PROJECT NO: 07-719

**CHANGE ORDER PROPOSAL**

**TO:** Lori Douvris  
Stiles Construction  
3951 NE 16<sup>th</sup> Avenue  
Pompano Beach, FL. 33064  
Fax: (954) 786-1857

**CHANGE ORDER NO.** 18  
**DATE:** August 26, 2009  
**PROJECT:** Norcrest Elementary

We hereby propose to perform the following work:

8/11/09 Time & Material Work: Demo & haul off existing concrete / asphalt driveway at homeowners.

\$1,636.20

Dump truck	4	HR	@	\$ 80.00 =	\$ 320.00
Bobcat Operator	8	HR	@	\$ 65.00 =	\$ 520.00
Superintendent	3	HR	@	\$ 100.00 =	\$ 300.00
Laborer (2)	16	HR	@	\$ 30.00 =	\$ 480.00
Bond 1%	1	LS	@	\$ 16.20 =	\$ 16.20

8/12/09 Time & Material Work: Finish grade for new concrete driveway at homeowners.

\$ 6,681.15

Flatbed Truck	2	HR	@	\$ 60.00 =	\$ 120.00
Bobcat Operator	8	HR	@	\$ 65.00 =	\$ 520.00
Superintendent	3	HR	@	\$ 100.00 =	\$ 300.00
Foreman	3	HR	@	\$ 100.00 =	\$ 300.00
Laborer	8	HR	@	\$ 30.00 =	\$ 240.00
Survey Crew	1	HR	@	\$ 135.00 =	\$ 135.00
6" Concrete Driveway with 6" x 6" wire mesh	1000	SF	@	\$ 5.00 =	\$ 5,000.00
Bond 1%	1	LS	@	\$ 66.15 =	\$ 66.15

**TOTAL ADDITION FOR THIS CHANGE ORDER PROPOSAL:**

**\$8,317.38**

**THE PARTIES HEREBY AGREE to modify the Contract by the herein Change Order, which becomes part of the Contract. All work is to be performed under the terms and conditions of the Contract unless otherwise agreed in writing. Facsimile signatures are binding as originals.**

**ADD \$ 8,317.38**



Subcontract Change Order

**STILES**  
CONSTRUCTION  
Invest·Build·Manage

Received  
NOV 17 2009

Norcrest Elementary SBBC Project 0561-24-01  
3951 NE 16th Avenue  
Pompano Beach, FL 33064

Project # 3-70011  
Tel: 954-786-1936 Fax: 954-786-1857

Stiles Accounting

Date: 10/28/2009

To Subcontractor/Vendor:  
American Engineering & Development Corp.  
11765 W. Okeechobee Road  
Hialeah Gardens, FL 33018

Contract Number: 3-70011-027  
Change Order Number: 011

The Contract is hereby revised by the following items:

Additional Rock for the roadway per the crane

PCO	Item #	Budget Code	Description	Amount
089	001		Additional Rock per the crane roadway	\$ 927.18

Modification to this document shall render it void. Not Valid until signed by the Contractor and Subcontractor

The original Contract Value was.....	\$	2,443,999.00
Sum of changes by prior Subcontract Change Orders.....	(\$	48,447.87)
The Contract Value prior to this Subcontract Change Order was.....	\$	2,395,551.13
The Contract Value will be changed by this Subcontract Change Order in the amount of.....	\$	927.18
The new Contract Value including this Subcontract Change Order will be.....	\$	2,396,478.31

Note: Please sign both copies, please forward both copies of this change order to your Surety agent for their signature acknowledging their receipt. Please return one copy of the fully executed document, including Surety signature to our office immediately. Payment for this change order cannot be released until the executed document is received.

The Surety, by signing below, acknowledges this Change Order and the modification to the Subcontract Agreement and agrees that the Penal Sum of the Payment and Performance Bonds it issued for this Project, naming Stiles as Obligee and the Subcontractor as Principal, shall be adjusted by the amount of this Change Order. Thank you.

RETURN TO

Stiles Construction Co.

American Engineering & Development Corp.

Western Surety Company

CONTRACTOR

SUBCONTRACTOR/VENDOR

(SURETY COMPANY)

300 S.E. 2nd Street  
Fort Lauderdale, FL 33301

11765 W. Okeechobee Road  
Hialeah Gardens, FL 33018

SIGNATURE

SIGNATURE

\* SEE NOTE BELOW \*

PRINT NAME

PRINT NAME

SIGNATURE

DATE

DATE

PRINT NAME

DATE

\* Note to Surety Company: Important! Please attach Power of Attorney with raised seal \*

**CONTINUATION SHEET**

AIA DOCUMENT G703 (Instructions on reverse side) Page of Pages

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certificate is attached  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 71900021-WIP  
 APPLICATION DATE: 9/20/2010  
 PERIOD TO: 9/25/2010  
 ARCHITECT'S PROJECT NO: 07-719

A Item No.	B Description of Work	C Scheduled Value	D WORK COMPLETED		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored to Date (D + E + F)	H % (G + C)	I Balance to Finish (C - G)	J Retainage 5%
			From Previous Application (D + E)	This Period					
1	EARLY PH PAYMENT & PERF BOND	1,868.00	1,868.00			1,868.00	100.00%	0.00	93.40
2	DEMOLITION PH I	1,560.00	1,560.00			1,560.00	100.00%	0.00	78.00
3	EARTHWORK PH I	22,290.00	22,290.00			22,290.00	100.00%	0.00	1,114.50
4	ALT. PHI RETENT. AREA EARTHWORK	40,890.00	40,890.00			40,890.00	100.00%	0.00	2,044.50
5	EROSION CONTROL PH I	8,525.00	8,525.00			8,525.00	100.00%	0.00	426.25
6	MOT	1,340.00	1,340.00			1,340.00	100.00%	0.00	67.00
7	TEMPORARY WORK PH I	11,290.00	11,290.00			11,290.00	100.00%	0.00	564.50
8	TEMPORARY WORK PH II	35,380.00	35,380.00			35,380.00	100.00%	0.00	1,769.00
9	STORM DRAINAGE PH I	4,200.00	4,200.00			4,200.00	100.00%	0.00	210.00
10	SEWER COLLECTION EARLY PHI	61,310.00	61,310.00			61,310.00	100.00%	0.00	3,065.50
11	REMAINDER SCOPE OF WORK								
12	DEMO PH I	10,770.00	10,770.00			10,770.00	100.00%	0.00	538.50
13	EARTHWORK PH I	160,289.00	160,289.00			160,289.00	100.00%	0.00	8,014.45
14	ASPHALT PH I	46,025.00	46,025.00			46,025.00	100.00%	0.00	2,301.25
15	CONCRETE PH I	82,690.00	82,690.00			82,690.00	100.00%	0.00	4,134.50
16	PAVEMENT MARKING PH I	3,340.00	3,340.00			3,340.00	100.00%	0.00	167.00
17	ASBUILTS PH I	4,730.00	4,730.00			4,730.00	100.00%	0.00	236.50
18	NOTED	1,195.00	1,195.00			1,195.00	100.00%	0.00	59.75
19	CRANE ROAD BLDG#15	22,340.00	22,340.00			22,340.00	100.00%	0.00	1,117.00
20	NOTED								
21									
22	DEMO PHASE II	8,710.00	8,710.00			8,710.00	100.00%	0.00	435.50
23	EARTHWORK PHASE II	100,955.00	100,955.00			100,955.00	100.00%	0.00	5,047.75
24	TEMPORARY WORK PH II	65,305.00	65,305.00			65,305.00	100.00%	0.00	3,265.25
25	ASPHALT PH II	295,910.00	295,910.00			295,910.00	100.00%	0.00	14,795.50
26	CONCRETE PH II	321,195.00	321,195.00			321,195.00	100.00%	0.00	16,059.75
27	MARKINGS PH II	16,665.00	16,665.00			16,665.00	100.00%	0.00	833.25

51

EXHIBIT A-17

11/8/10

Phase Description

Vendor

Invoice

Date

Amount

Totals

Issued to

Subcontract Breakout

Subcontract Group

Invoice Breakout

48969	0145-20934	10/17/2008	644.38
48969	0145-20959	10/22/2008	166.15
48969	0145-20912	10/27/2008	1,151.94
48969	0145-20978	10/27/2008	94.94
45518	43409FTL	11/3/2008	94.94
45518	43461FTL	11/17/2008	379.76
45518	43530FTL	11/24/2008	569.64
45518	43592FTL	12/1/2008	474.7
45518	43647FTL	12/8/2008	189.88
45518	43706FTL	12/16/2008	284.82
45518	43818FTL	12/24/2008	664.58
45518	43870FTL	1/5/2009	284.82
45518	43922FTL	1/12/2009	189.88
45518	43967FTL	1/12/2009	100.84
45518	44009FTL	1/22/2009	100.84
45518	44056FTL	1/26/2009	318.24
45518	45921FTL	10/5/2009	-11,605.75
52641	281634	11/30/2009	-12,404.00
52641	283241	12/4/2009	1,690.00
56891	9C500001	12/14/2009	1,495.00
52641	285258	12/18/2009	1,300.00
56241	289516	2/2/2010	1,690.00
56241	289516	2/2/2010	1,300.00
52641	289516	2/2/2010	300
52641	289516	2/3/2010	344
52641	289516	2/3/2010	172
52641	290493	2/15/2010	172
52641	293104	2/15/2010	

201.68

Pacesetter Personnel  
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Rcls to Ph# 2.110  
Rcls to Ph# 2.215  
Skilled Services Cor  
Skilled Services Cor  
Skilled Services Cor  
Skilled Services Cor  
Skilled Services Cor  
Talkin' Trash, INc  
Trojan Labor  
Trojan Labor  
Trojan Labor

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21,447.17 \*

318.24  
100.84  
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189.88  
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188. +  
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379.76 +  
759.52 +  
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949.4 +  
854.46 +  
128.88 +  
854.46 +  
257.75 +  
547.72 +  
933.75 +  
692.72 +  
474.7 +  
901.17 +  
668.55 +  
612.16 +  
320.42 +  
644.38 +  
166.15 +  
1,151.94 +  
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100.84 +  
318.24 +  
21,447.17 \*

0. \*

EXHIBIT A-18

52

Item # 13

11/8/10

Phase Description	Vendor	Invoice	Date	Amount	Totals	Issued to	Subcontract Breakout	Subcontract Group	Invoice Breakout
	48969	0145-20626	7/18/2008	1,549.00		Able Body Labor			
	48969	0145-20653	7/29/2008	3,358.50		Able Body Labor			
	48969	0145-20674	7/29/2008	822.5		Able Body Labor			
	48969	0145-20703	8/11/2008	14,595.00		Able Body/Quality Ho			
	55982	1772791	6/2/2008	352		Amerit-Temps Employm			
	55982	1774754	6/11/2008	944		CLP Resources, Inc.			
	39051	53907	9/10/2007	944		CLP Resources, Inc.			
	39051	53950	9/17/2007	193.28		Dependable Temps of			
	45518	41709FTL	4/22/2008	1,147.60		Dependable Temps of			
	45518	41782FTL	4/28/2008	628.16		Dependable Temps of			
	45518	41844FTL	5/12/2008	193.28		Dependable Temps of			
	45518	41908FTL	5/19/2008	193.28		Dependable Temps of			
	45518	41964FTL	5/27/2008	188.32		General Labor Staffi			
	45518	42018FTL	6/11/2008	172		Municipal Publishing			
	45518	42113FTL	6/11/2008	-172		Municipal Publishing			
	45518	42151FTL	6/18/2008	188		Pacesetter Personnel			
	45518	42208FTL	6/20/2008	376		Pacesetter Personnel			
	45518	42269FTL	6/26/2008	940		Pacesetter Personnel			
	45518	42330FTL	7/3/2008	940		Pacesetter Personnel			
	45518	42345FTL	7/3/2008	940		Pacesetter Personnel			
	45518	42397FTL	7/14/2008	2,068.00		Pacesetter Personnel			
	45518	42410FTL	7/14/2008	379.76		Pacesetter Personnel			
	45518	42481FTL	7/18/2008	759.52		Pacesetter Personnel			
	45518	42509FTL	7/29/2008	949.4		Pacesetter Personnel			
	45518	42520FTL	7/29/2008	949.4		Pacesetter Personnel			
	45518	42534FTL	7/29/2008	854.46		Pacesetter Personnel			
	45518	42576FTL	7/29/2008	128.88		Pacesetter Personnel			
	45518	42585FTL	7/29/2008	854.46		Pacesetter Personnel			
	45518	42650FTL	8/4/2008	257.75		Pacesetter Personnel			
	45518	42656FTL	8/4/2008	547.72		Pacesetter Personnel			
	45344	105628	9/24/2007	933.75		Pacesetter Personnel			
2.100 Site Labor	45518	42717FTL	8/15/2008	692.72		Pacesetter Personnel			
	45518	42722FTL	8/15/2008	474.7		Pacesetter Personnel			
	48969	0145-20728	8/15/2008	901.17		Pacesetter Personnel			
	48969	0145-20751	8/19/2008	668.55		Pacesetter Personnel			
	45518	42880FTL	8/29/2008	612.16		Pacesetter Personnel			
	52896	106263	8/29/2008	320.42		Pacesetter Personnel			

53

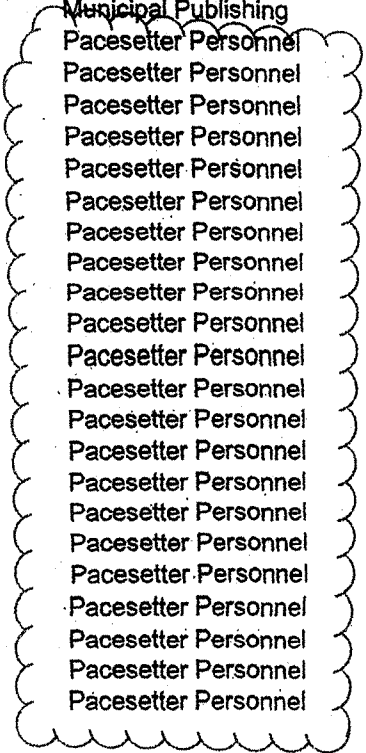


EXHIBIT 1A18



11/8/10

Phase Description	Vendor	Invoice	Date	Amount	Totals	Issued to	Subcontract Breakout	Subcontract Group	Invoice Breakout
	48969	0145-20934	10/17/2008	644.38		Pacesetter Personnel			
	48969	0145-20959	10/22/2008	166.15		Pacesetter Personnel			
	48969	0145-20912	10/27/2008	1,151.94		Pacesetter Personnel			
	48969	0145-20978	10/27/2008	94.94		Pacesetter Personnel			
	45518	43409FTL	11/3/2008	94.94		Pacesetter Personnel			
	45518	43461FTL	11/17/2008	379.76		Pacesetter Personnel			
	45518	43530FTL	11/24/2008	569.64		Pacesetter Personnel			
	45518	43592FTL	12/1/2008	474.7		Pacesetter Personnel			
	45518	43647FTL	12/8/2008	189.88		Pacesetter Personnel			
	45518	43706FTL	12/16/2008	284.82		Pacesetter Personnel			
	45518	43818FTL	12/24/2008	664.58		Pacesetter Personnel			
	45518	43870FTL	1/5/2009	284.82		Pacesetter Personnel			
	45518	43922FTL	1/12/2009	189.88		Pacesetter Personnel			
	45518	43967FTL	1/12/2009	100.84		Pacesetter Personnel			
	45518	44009FTL	1/22/2009	100.84		Pacesetter Personnel			
	45518	44056FTL	1/26/2009	318.24		Pacesetter Personnel			
	45518	45921FTL	10/5/2009	-11,605.75		Rcls to Ph# 2.110			
	52641	281634	11/30/2009	-12,404.00		Rcls to Ph# 2.215			
	52641	283241	12/4/2009	1,690.00		Skilled Services Cor			
	56891	9C500001	12/14/2009	1,495.00		Skilled Services Cor			
	52641	285258	12/18/2009	1,300.00		Skilled Services Cor			
	56241	289516	2/2/2010	1,690.00		Skilled Services Cor			
	56241	289516	2/2/2010	1,300.00		Skilled Services Cor			
	52641	289516	2/2/2010	300		Talkin' Trash, INC			
	52641	289516	2/3/2010	344		Trojan Labor			
	52641	289516	2/3/2010	172		Trojan Labor			
	52641	290493	2/15/2010	172		Trojan Labor			
	52641	293104	3/8/2010	172		Trojan Labor			
	52641	294328	3/23/2010	-172		Trojan Labor			
	52641	297573	4/20/2010	172		Trojan Labor			
	52641	298228	4/23/2010	688		Trojan Labor			
	52641	300647	5/10/2010	86		Trojan Labor			
	52641	300703	5/24/2010	172		Trojan Labor			
	52641	301803	5/24/2010	172		Trojan Labor			
	52641	302977	6/1/2010	860		Trojan Labor			
	57490	01-12926	8/24/2010	893.5		Trojan Labor			
	358		8/31/2008	1,568.00		Trojan Labor			

54

*Handwritten notes:*  
 - "Rcls to Ph# 2.110" and "Rcls to Ph# 2.215" are circled.  
 - "Dumps 7522" is written in a large circle next to the "Skilled Services Cor" entries.

EXHIBIT A-19

S  
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STILES CONSTRUCTION  
 300 SE 2ND ST  
 FT LAUDERDALE, FL

RECEIVED  
 APR 25 2008

Stiles Accounting

J  
O  
B  
  
D

NORCREST ELEMENTARY 3-70011  
 3951 NE 16 AVE  
 POMPANO BEACH, FL 33064

200

CUSTOMER NO. SOG00 JOB NO. SOG73 PHONE NO. 954-627-9150 OUR ORDER NO. 200285346

DATE ORDERED	DATE SHIPPED	CUSTOMER ORDER NO.	ORDERED BY	SOLD BY	OSS	TERMS
04/18/08	04/22/08	NORCREST ELEM		CALFARO	RL	Net 30 Days
DESCRIPTION	ZONE	QUANTITY	UNIT	PRICE	DISC.	AMOUNT
2X4 #2N S-DRY SY PINE 16'	1	208	EA	449.00	MBF	996.16
2X6-16' #2 PT USE SPEC FAST	YN4	06	EA	579.00	MBF	55.50
PLYWD RTD SHTG 23/32 (3/4) 4X8	6-A	10	EA	629.00	MSF	201.20
6 MIL 20 X 100 CLEAR POLY	626	4	ROL	74.44	ROL	297.76
BRITE COMMON NAILS 16D 50LB C	401	01	EA	35.95	EA	35.95
DUPLEX NAILS 16D 50LB CTN	401	01	EA	41.95	EA	41.95
DUPLEX NAILS 8D 50LB CTN	401	01	EA	53.95	EA	53.95
***	***	01	EA	0.00	EA	0.00
BELOW ITEM(S) PULLED IN RACK BY OFFICE						
WEDGE ANCHOR 1/2INX4-1/2IN W/W&N		30	EA	0.55	EA	16.64
DUST MASK 50PC BOX		4	BX	9.82	BX	39.29
SWEEP COMP OILBASE 50#	408	01	EA	15.88	EA	15.88
TAPCON HEX 1/4' X 3-1/4'		10	BX	12.16	BX	121.61
SPRAY PAINT INVERTED ORANGE		12	EA	4.17	EA	50.02
EXT CORD 14/3 OUTDOOR 100FT		02	EA	44.04	EA	88.08
Environmental and Fuel Recovery Charge		01	EA	20.00	EA	20.00

Received

APR 28 2008

Stiles Accounting

AN ARCHITECTURAL PRODUCTS SHOWROOM  
 APP # LD VENDOR # 20203 EXT 108  
 JOB # 70011 CODE Z13 CAT   
 JRN # 80 RUN #   
 DATE PD  CK #  REVIEW

Entered  
 APR 28 2008  
 Stiles Accounting

Misc  
 MEMO

YOU MAY DEDUCT	0.00	IF PAID BY	05/22/2008	NET INV. DUE	2,156.23	SUB TOTAL	2,034.17
						Tax	122.06
							0.00
						TOTAL DUE	2,156.23

RECEIVED BY

THIS SALE MADE AND ACCEPTED SUBJECT TO ALL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF

We Appreciate Your Business





# L&K EQUIPMENT INC.

954.275-2632

Billed To: *Stiles Construction Company*  
 Project: *Wancrest Ele School*

Invoice No. *2008-73*  
 Invoice Date: *12/18/08*

DATE	Ticket #	DESCRIPTION	HOURS	PER HOUR	TOTAL
<i>12-17-08</i>	<i>706</i>	<i>more office</i>	<i>8</i>	<i>\$60<sup>ce</sup></i>	<i>480<sup>ce</sup></i>
<i>12-18-08</i>	<i>706</i>	<i>more office Received</i>	<i>8</i>	<i>\$60<sup>ce</sup></i>	<i>480<sup>ce</sup></i>
<b>JAN 12 2009</b>					
<i>Stiles Accounting</i>					
VENDOR # <i>47511</i> EXT <i>WCC</i> JOB # <i>70011</i> CODE <i>1610</i> GAT G/L # _____ JRN AP _____ SC _____ RUN# _____ DATE PD _____ CK # _____ REVIEW _____					
<b>Entered</b>					
<b>JAN 12 2009</b>					
<i>Stiles Accounting</i>					
TOTALS			<i>16hrs</i>	<i>\$60<sup>ce</sup></i>	<i>960<sup>ce</sup></i>





# L&K EQUIPMENT INC.

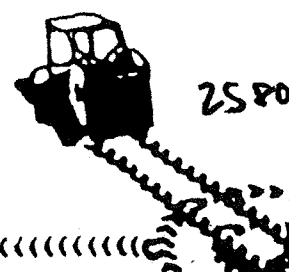
954-275-2632

Billed To: *Stiles Construction Company*  
 Project: *Worcester Ele School*

Invoice No. *2008-57*  
 Invoice Date:

DATE	Ticket #	DESCRIPTION	HOURS	PER HOUR	TOTAL
8-16-08	1504	site clean up (Hornbeam)	4	\$60 <sup>00</sup>	\$240 <sup>00</sup>
8-18-08	1504	site clean up (Hornbeam)	5	\$60 <sup>00</sup>	\$300 <sup>00</sup>
8-20-08	1504	Clean up & grade N.S. Bldg	8	\$60 <sup>00</sup>	\$480 <sup>00</sup>
8-21-08	1504	Pull out fence poles	8	\$60 <sup>00</sup>	\$480 <sup>00</sup>
8-22-08	1504	Move excess fill grade N.S. Bldg	7	\$60 <sup>00</sup>	\$420 <sup>00</sup>
Received SEP 05 2008 Stiles Accounting					
Entered SEP 05 2008 Stiles Accounting					
TOTALS			32 hrs	\$60 <sup>00</sup>	\$1920 <sup>00</sup>

APP LD VENDOR # 47511 EXT MRC  
 JOB # 10011 CODE 2001 GAT \_\_\_\_\_  
 G/L # \_\_\_\_\_  
 JRM AP \_\_\_\_\_ SC \_\_\_\_\_ RUN# \_\_\_\_\_  
 DATE PD \_\_\_\_\_ CK # \_\_\_\_\_ REVIEW \_\_\_\_\_





**L&K  
EQUIPMENT INC.**

954-275-2632

**Received**

FEB 01 2010

Stiles Accounting

Billed To: *Stiles Construction Company*

Invoice No. *2010-04*

Project: *Worcester Ele. School*

Invoice Date: *1/27/10*

DATE	Ticket #	DESCRIPTION	HOURS	PER HOUR	TOTAL
<i>1-25-10</i>	<i>107</i>	<i>clean up + grade Bldg</i>	<i>8</i>	<i>\$60<sup>00</sup></i>	<i>\$480<sup>00</sup></i>
<i>1-26-10</i>	<i>107</i>	<i>clean up + grade Bldg</i>	<i>8</i>	<i>\$60<sup>00</sup></i>	<i>\$480<sup>00</sup></i>
<i>1-27-10</i>	<i>107</i>	<i>clean up + grade Bldg</i>	<i>8</i>	<i>\$60<sup>00</sup></i>	<i>\$480<sup>00</sup></i>
		<i>Load concrete in dumpster</i>			
<b>Entered</b>					
<b>FEB 02 2010</b>					
<b>Stiles Accounting</b>					
APP	<i>LD</i>	VENDOR # <i>47511</i>	<i>MEC</i>		
JOB #	<i>02001</i>	CODE <i>3-7004</i>	CAT		
G/L #					
JFN/AP		SC	RUN#		
DATE PD		CK #	REVIEW		
TOTALS			<i>24 hrs</i>	<i>\$60<sup>00</sup></i>	<i>\$1440<sup>00</sup></i>





**L&K  
EQUIPMENT INC.**

Received

SEP 16 2008

Stiles Accounting

954-275-2632

Billed To: *Stiles Construction Company*  
Project: *Worcester Ele. School*

Invoice No. *2008-55*  
Invoice Date: *9/16/08*

DATE	Ticket #	DESCRIPTION	HOURS	PER HOUR	TOTAL
9-8-08	704	Push up till exterior AREA	8	\$60 <sup>00</sup>	\$480 <sup>00</sup>
		Load Lumber in dumpster			
9-9-08	704	clean up back of site	8	\$60 <sup>00</sup>	\$480 <sup>00</sup>
9-11-08	704	Clean up bus Loop	4	\$60 <sup>00</sup>	\$240 <sup>00</sup>
<b>Entered</b>					
<b>SEP 16 2008</b>					
<b>Stiles Accounting</b>					
TOTALS			<i>20 hrs</i>	<i>\$60<sup>00</sup></i>	<i>\$1200<sup>00</sup></i>

APP LD VENDOR # 47511 EXT urec  
 JOB # 70011 CODE 02170 CAT \_\_\_\_\_  
 G/L # \_\_\_\_\_  
 JRN AP \_\_\_\_\_ SC \_\_\_\_\_ RUN# \_\_\_\_\_  
 DATE PD \_\_\_\_\_ CK # \_\_\_\_\_ REVIEW \_\_\_\_\_





**L&K  
EQUIPMENT INC.**

Received

OCT 29 2009

Stiles Accounting

954-275-2632

Billed To: *Stiles Construction Company*  
Project: *Noncrest Ele. school*

Invoice No. *2009-87*

Invoice Date: *10/20/09*

DATE	Ticket #	DESCRIPTION	HOURS	PER HOUR	TOTAL
<i>10-19-09</i>	<i>1114</i>	<i>site clean up</i>	<i>8</i>	<i>\$60<sup>00</sup></i>	<i>\$480<sup>00</sup></i>
<i>10-20-09</i>	<i>1114</i>	<i>Spent rock for crane</i>	<i>5</i>	<i>\$60<sup>00</sup></i>	<i>\$300<sup>00</sup></i>
<p>Received OCT 29 2009 Stiles Accounting</p>					
<p>LP VENDOR # <i>47511</i> EXT <i>llc</i>                  JOB # <i>70011</i> CODE <i>2120</i> CAT _____                  G/L # _____                  JF:AP _____ SC _____ RUN# _____                  DATE PD _____ GK # _____ REVIEW _____</p>					
<p>Entered OCT 29 2009 Stiles Accounting</p>					
TOTALS			<i>13 hrs</i>	<i>\$60<sup>00</sup></i>	<i>\$780<sup>00</sup></i>





**ALL-STAR FENCING**  
 182 SW 52 AVE.  
 PLANTATION, FL 33317  
 954-295-0638 • 954-599-1764  
 COMMERCIAL • RESIDENTIAL • LOW RATES

9) 786-1857

**SERVICE INVOICE**

BILL TO Stiles Construction  
300 SE 2nd Street  
Port Lauderdale, FL

JOB LOCATION 4021 NE 17 Terr  
Pompano Beach, FL

TERMS: A FINANCE CHARGE OF 1 1/2% PER MONTH (ANNUAL RATE OF 18%)  
 WILL BE CHARGED ON BALANCES OVER 30 DAYS.

DATE	SOLD BY	<input type="checkbox"/> CASH	<input type="checkbox"/> C.O.D.	<input type="checkbox"/> CHARGES	<input type="checkbox"/> MOSE. RETD.
9/10/09	E. Palen				
QUANTITY	DESCRIPTION	PRICE	AMOUNT		
85'	85' of 6" wood shadowbox along south property line		2300.00		
1'	boundary survey		400.00	NA	
1	Permit with Pompano Bldg Dept		850.00		
			<del>3,550.00</del>		
			2950.00		
		MATERIAL			
		SALES TAX			
		TOTAL			
		L.S. POWER			
		LABOR			
		TOTAL AMOUNT			2550.00

A → 2,550.  
 B → 1,000.  
 3,550.

S.	WED.	THURS.	FRI.	SAT.	SUN.	TOTAL
					*	

Signed E. Palen

PLEASE PAY FROM THIS INVOICE. NO OTHER STATEMENT WILL BE RENDERED

8803  
 2550  
 11,353

2550.00

# EXHIBIT A-27

**ALL-STAR FENCING**  
 182 SW 52 AVE.  
 PLANTATION, FL 33317  
 954-295-0638 • 954-599-1764  
 COMMERCIAL • RESIDENTIAL • LOW RATES

## SERVICE INVOICE

BILL TO Stiles Construction  
300 SE 2<sup>ND</sup> Street.  
Fort Lauderdale, FL

JOB LOCATION Novcrest Elementary  
3951 NE 16 Avenue  
Pompano Beach, FL

TERMS: A FINANCE CHARGE OF 1 1/2% PER MONTH (ANNUAL RATE OF 18%)  
 WILL BE CHARGED ON BALANCES OVER 30 DAYS.

DATE	SOLD BY	<input type="checkbox"/> CASH	<input type="checkbox"/> C.O.D.	<input type="checkbox"/> CHARGES	<input type="checkbox"/> MDSE. RETD.	QUANTITY	DESCRIPTION	PRICE	AMOUNT
							new 1/8 green at NE retention pond		2300 00
							installed 40' wood fence for neighbor W side	6300 00	6300 00
							installed 30' x 6' gal. fence for neighbor on W side	450 00	450 00
							welded aluminum gate on W side bus loop	450 00	450 00
							installed 40' of 8' galvanized chainlink w/ gate	2200 00	2200 00
							installed new 48" gate (black)	600 00	600 00
							installed new 72" gate (black) w/ bike rack	500 00	500 00
							installed 11' x 6' black near retention pond W side	300 00	300 00
							gate switch on bus loop	1150 00	1150 00
							8' green retention pond	1000 00	1000 00
DESCRIPTION OF WORK								MATERIAL	
P								SALES TAX	
H								TOTAL	
								L.S. POWER UNIT	
								LABOR	
SIGNED <i>[Signature]</i>								TOTAL AMOUNT	9895 00

PLEASE PAY FROM THIS INVOICE. NO OTHER STATEMENT WILL BE RENDERED **8803.00**



# EXHIBIT A-28



**9924 Happy Hollow Road**  
**Delray Beach, FL 33446**  
 Phone (561) 818-1144 Fax (561) 495-1478

INVOICE# 06Q00001 *Juant*  
 INV DATE 06/28/10  
 ACCOUNT# 207703  
 DUE DATE 07/10/10

STILES CONSTRUCTION  
 300 SE 2ND ST  
 FT LAUDERDALE, FL 33301

AMOUNT YOU ARE PAYING \_\_\_\_\_

SERVICE ADDRESS: STILES / NORCREST #3-70011  
 3951 NE 16TH AVE (POMPANO BEACH, FL)

AMOUNT 390.00

DATE	DESCRIPTION	AMOUNT
<del>06/28/10</del> 6/28/10	LOCATION: 3951 NE 16TH AVE 06Q00001 1 20Y C&D HAULING FEE 06/28/10 00015348	390.00
PLEASE SEND PAST DUE AMOUNT IMMEDIATELY!		
INV# 06Q00001 ACCT# 207703		DATE 06/28/10 PAGE 1 OF 1

1 3% per month late charge assessed on past due amounts

PLEASE PAY THIS AMOUNT

**390.00**

*B*

# EXHIBIT A-28



**9924 Harry Hallow Road**  
**Delray Beach, FL 33446**  
 Phone (561) 875-1524 Fax (561) 895-1438

INVOICE# 07H00001  
 INV DATE 07/17/10  
 ACCOUNT# 207703  
 DUE DATE 07/31/10

*Items*

**STILES CONSTRUCTION**  
 300 SE 2ND ST  
 FT LAUDERDALE, FL 33301

AMOUNT YOU  
 ARE PAYING \_\_\_\_\_

SERVICE ADDRESS: STILES / NORCROFT #0-71011  
 3951 NE 16TH AVE (POMPANO BEACH, FL)

AMOUNT 300.00

DATE	DESCRIPTION	AMOUNT
<del>07/17/10</del> <i>For 6/24/10</i>	LOCATION: 3951 NE 16TH AVE 07H0001 1 20Y C&D HAULING FEE 07/18/10 00015443	300.00
INV# 07H00001 ACCT# 207703		DATE 07/17/10 PAGE 1 OF 1

\* 5% per month late charge assessed on past due amounts

**PLEASE PAY  
 THIS AMOUNT**

**300.00**

# EXHIBIT A-28



**9924 Happy Hollow Road  
Delray Beach, FL 33446**  
Phone (561) 876-7100 Fax (561) 876-7100

INVOICE# 07300001  
 INV DATE 07/08/10  
 ACCOUNT# 207703  
 DUE DATE 07/17/10

*Item 18*

STILES CONSTRUCTION  
 300 SE 2ND ST  
 FT LAUDERDALE, FL 33301

AMOUNT YOU  
 ARE PAYING

AMOUNT 600.00

SERVICE ADDRESS: STILES / NORCREST #3-70011  
 3951 NE 18TH AVE (POMPANO BEACH, FL)

DATE	DESCRIPTION	AMOUNT
07/08/10	HAULING FEE	300.00
07/08/10	HAULING FEE	300.00
LOCATION: 3951 NE 18TH AVE 1 20Y ORD 1 20Y ORD		
<i>For 7/6 110</i>		
INVOICE# 07300001 ACCT# 207703	DATE 07/08/10 PAGE 1 OF 1	

1.5% per month late charge assessed on past due amounts

PLEASE PAY  
 THIS AMOUNT

**600.00**

11/8/10

Phase Description	Vendor	Invoice	Date	Amount	Totals	Issued to	Sul B	
								189.88 +
								20,000. +
								20,000. -
								20,000. +
								20,000. +
								20,000. -
								22,222.22 +
								22,222.22 -
								22,000. +
								22,000. -
								24,444.44 +
								48,312.56 +
								18,070. +
								18,070. -
								18,070. +
								20,000. -
								24,444.44 -
								48,312.56 -
								44,947. -
								44,947. +
								14,705. -
								3,554.88 *
					49,835.65			

*TEMP. FENCE*

**B**

2.220 Fenc-Trnsfr V	39302	2051068	8/19/2008	7,347.25		Able Body Labor		
	46502	16756164-0	8/19/2008	11,605.75		Able Body Labor		
	20203	200307248	8/25/2008	2,550.00		All-Star Fencing, LL		
	44441	19257	8/25/2008	816.04		Causeway Lumber Co.		
	44441	19262	8/25/2008	897.65		Causeway Lumber Co.		0. *
	44441	19267	8/25/2008	385.6		CLP Resources, Inc.		
	47511	2008-408	8/25/2008	1,243.20		CLP Resources, Inc.	<b>A</b>	46,280.77 +
	47511	2008-49	8/25/2008	1,000.00		Florida Cleaning Con	<b>B</b>	3,554.88 +
	47815	1331181	8/25/2008	-430		Fort Lauderdale Lock		49,835.65 *
	47815	1331198	8/25/2008	430		Fort Lauderdale Lock		
	47815	1331210	8/25/2008	40,510.03		FSR Hauling/S&S/Wast		
	47815	1331323	8/25/2008	41.84		Home Depot Credit Se		
	44441	19311	8/29/2008	300		L & K Equipment Inc.		
	44441	19314	8/29/2008	1,440.00		L & K Equipment, Inc		

58

**EXHIBIT A-29**

11/8/10

Phase Description	Vendor	Invoice	Date	Amount	Totals	Issued to	0 *	Invoice Breakout
		351	6/30/2010	-258		Rcls to Ph# 2.100	4,438.75 +	
				-697.75	697.75		12,404. +	697.75
2.170 Water Distrib	47511	2008-54	9/16/2008	1,380.00		L & K Equipment, Inc	5,579.27 +	
	47511	2008-55	9/16/2008	1,200.00		L & K Equipment, Inc	336.02 +	
							336.02 +	
							265. +	
2.215 Fence-Pername	41553	RI-1955994	8/24/2007	4,438.75		Able Body Labor	336.02 +	
	41553	RI-1981399	9/24/2007	12,404.00		Able Body Labor	265. +	
	41553	RI-2016462	10/22/2007	5,579.27		National Constructio	336.02 +	
	41553	RI-2053145	11/12/2007	336.02		National Constructio	336.02 +	
	41553	RI-2053587	11/12/2007	336.02		National Constructio	336.02 +	
	41553	RI-2065255	11/16/2007	265		National Constructio	336.02 +	
	41553	RI-2088001	12/10/2007	336.02		National Constructio	336.02 +	
	41553	RI-2120591	1/7/2008	265		National Constructio	336.02 +	
	41553	RI-2152184	2/4/2008	336.02		National Constructio	336.02 +	
	41553	RI-2188101	3/11/2008	336.02		National Constructio	336.02 +	
2.215 Fence-Pername	41553	RI-2249189	4/28/2008	336.02		National Constructio	1,654.37 +	
	41553	RI-2282064	5/27/2008	336.02		National Constructio	356.8 +	
	41553	RI-2290493	5/27/2008	336.02		National Constructio	356.8 +	
	41553	RI-2314482	6/20/2008	336.02		National Constructio	356.8 +	
	41553	RI-2346632	7/18/2008	1,654.37		National Constructio	356.8 +	
	41553	RI-2377465	8/15/2008	356.8		National Constructio	5,781.41 +	
	41553	RI-2400094	8/29/2008	356.8		National Constructio	3,105.04 +	
	41553	RI-2401332	9/5/2008	356.8		National Constructio	1,607.51 +	
	41553	RI-2406090	9/5/2008	5,781.41		National Constructio	761.93 +	
	41553	RI-2406866	9/12/2008	3,105.04		National Constructio	338.34 +	
	45518	43034FTL	9/22/2008	1,607.51		National Constructio	202.74 +	
	48969	0145-20847	9/22/2008	761.93		National Constructio	750.27 +	
	41553	RI-2428385	9/24/2008	338.34		National Constructio	1,423.74 +	
	41553	RI-2431054	10/7/2008	202.74		National Constructio	1,634.01 +	
	41553	RI-2436632	10/13/2008	750.27		National Constructio	789.31 +	
	41553	RI-2440216	10/13/2008	1,423.74		National Constructio	920.5 +	
	41553	RI-2450552	10/17/2008	1,634.01		National Constructio	265. +	
	41553	RI-2465642	11/10/2008	789.31		National Constructio		
	41553	RI-2494139	12/8/2008	920.5		National Constructio		
	41553	RI-2529587	1/12/2009	265		National Constructio		
							<u>A</u> 46,280.77 *	

69

EXHIBIT A-29



11/8/10

Phase Description

Vendor

Invoice

Date

Amount

Totals

Issued to

2.220 Fenc-Trnsfr V

350 Fr: 2.226	8/31/2009	1,270.00
364 Fr: 2.110	8/31/2009	1,693.44
351 Fr: 1.820	9/30/2009	2,761.60
352 Fr: 1.820	9/30/2009	3,307.50
352 Fr: 1.825	9/30/2009	86
350 Fr: 1.820	11/30/2009	172
350 Fr: 1.835	11/30/2009	430
351 Fr: 1.820	3/31/2010	1,265.00
350	8/31/2010	-51,910.03
		336.02

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358 Fr: 2.215	4/30/2010	-44,947.00
351 Fr: 2.215	4/30/2010	48,312.56
353 Fr: 2.215	9/30/2008	20,000.00
353 Fr: 2.215	9/30/2008	24,444.44
54653 82708	8/29/2008	20,000.00
54653 82708	8/29/2008	-20,000.00
54653 81709.1	8/17/2009	9,895.00
54653 81709.2	8/17/2009	5,625.00
54653 7001104	6/8/2010	-18,070.00
54653 7001104	6/8/2010	11,356.00
54653 7001104	6/10/2010	18,070.00
54653 700114	6/10/2010	-18,070.00
54653 7001104	6/10/2010	-11,356.00
54653 700114	6/10/2010	11,356.00
354 Fr: 2.215	4/30/2010	44,947.00
351 Fr: 2.215	6/30/2010	14,705.00
41553 RI-2492239	12/1/2008	5,004.31
41553 2601677	2/24/2009	34.2
41553 2912251	4/12/2010	698.65
41553 2931352	5/10/2010	698.65
41553 2946167	6/1/2010	185.5
41553 2950802	6/2/2010	484.31
350	8/31/2009	-5,004.31
350	8/31/2009	-34.2
56891 5800002	5/17/2010	300

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EXHIBIT A-30

11/8/10

Phase Description	Vendor	Invoice	Date	Amount	Totals	Issued to	Subcontract Breakout	Subcontract Group	Invoice Breakout
		358 Fr: 2.100	8/31/2008	189.88		Pacesetter Personnel			
	54653	82708	8/29/2008	20,000.00		All-Star Fencing, LL			
	54653	82708	9/15/2008	-20,000.00		All-Star Fencing, LL			
	54653	82708	9/15/2008	20,000.00		All-Star Fencing, LL			
	54653	700112	9/15/2008	20,000.00		All-Star Fencing, LL			
	54653	700112	9/15/2008	-20,000.00		All-Star Fencing, LL			
	54653	700112	9/15/2008	22,222.22		All-Star Fencing, LL			
	54653	700112	9/15/2008	-22,222.22		All-Star Fencing, LL			
	54653	700112	9/15/2008	22,000.00		All-Star Fencing, LL		0.00	
	54653	700112	9/15/2008	-22,000.00		All-Star Fencing, LL			
	54653	700112	9/15/2008	24,444.44		All-Star Fencing, LL			
	54653	700113	4/29/2010	48,312.56		All-Star Fencing, LL			
	54653	7001104	6/8/2010	18,070.00		All-Star Fencing, LL			
	54653	7001104	6/10/2010	-18,070.00		All-Star Fencing, LL	000		
	54653	700114	6/10/2010	18,070.00		All-Star Fencing, LL		0.00	
	353		9/30/2008	-20,000.00		Rcls to Ph# 2.226			
	353		9/30/2008	-24,444.44		Rcls to Ph# 2.226			
	351		4/30/2010	-48,312.56		Rcls to Ph# 2.226	000		
	354		4/30/2010	-44,947.00		Rcls to Ph# 2.226		0.00	
	358		4/30/2010	44,947.00		(Rev)Rcls to Ph# 2.2			
	351		6/30/2010	-14,705.00		Rcls to Ph# 2.226			
					49,835.65			7,347.25	5,396.90
2.220 Fenc-Trnsfr V	39302	2051068	8/19/2008	7,347.25		Able Body Labor		2,550.00	
	46502	16756164-0	8/19/2008	11,605.75		Able Body Labor		816.04	
	20203	200307248	8/25/2008	2,550.00		All-Star Fencing, LL		897.65	
	44441	19257	8/25/2008	816.04		Causeway Lumber Co.		385.60	
	44441	19262	8/25/2008	897.65		Causeway Lumber Co.		1,243.20	
	44441	19267	8/25/2008	385.6		CLP Resources, Inc.		1,000.00	
	47511	2008-408	8/25/2008	1,243.20		CLP Resources, Inc.		430.00	
	47511	2008-49	8/25/2008	1,000.00		Florida Cleaning Con		430.00	
	47815	1331181	8/25/2008	-430		Fort Lauderdale Lock		430.00	
	47815	1331198	8/25/2008	430		Fort Lauderdale Lock		40,510.03	
	47815	1331210	8/25/2008	40,510.03		FSR Hauling/S&S/Wast		41.84	
	47815	1331323	8/25/2008	41.84		Home Depot Credit Se		300.00	
	44441	19311	8/29/2008	300		L & K Equipment Inc.		1,440.00	
	44441	19314	8/29/2008	1,440.00		L & K Equipment, Inc			

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68,137.36

EXHIBIT A-30

11/8/10

Phase Description

Vendor

Invoice

Date

Amount

Totals

Issued to

1,440.00 +  
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45518	42882FTL	8/29/2008	1,440.00	L & K Equipment, Inc
48969	0145-20780	8/29/2008	2,220.00	L & K Equipment, Inc
20203	200314208	12/16/2008	1,325.00	LBC Sprinklers
47511	2008-70	12/16/2008	3,015.00	LBC Sprinklers
41553	RI-2509705	12/19/2008	4.65	National Constructio
45518	43757FTL	12/19/2008	6.28	National Constructio
55982	1823260	12/19/2008	26.07	National Constructio
55982	1824565	12/24/2008	34.2	National Constructio
41553	RI-2521533	1/5/2009	34.2	National Constructio
41553	RI-2535247	1/22/2009	90.1	National Constructio
41553	RI-2545094	2/2/2009	248.04	National Constructio
41553	2625549	4/7/2009	418.78	National Constructio
41553	2647540	4/7/2009	463.83	National Constructio
41553	2669789	5/8/2009	606	National Constructio
41553	2691519	6/16/2009	615.75	National Constructio
41553	2714116	7/6/2009	634.83	National Constructio
41553	2734148	7/27/2009	648.19	National Constructio
41553	2735959	8/3/2009	648.19	National Constructio
41553	2736268	8/3/2009	682.11	National Constructio
41553	2754545	8/24/2009	682.11	National Constructio
41553	2758108	8/31/2009	682.11	National Constructio
54653	90109	9/1/2009	695.68	National Constructio
41553	2765321	9/10/2009	698.65	National Constructio
41553	2765332	9/10/2009	764.26	National Constructio
45518	45726FTL	9/10/2009	780.9	National Constructio
41553	2772205	9/14/2009	780.9	National Constructio
41553	2777591	9/22/2009	797.3	National Constructio
41553	2779190	9/24/2009	798.14	National Constructio
56891	9A300003	10/13/2009	798.14	National Constructio
56891	9AH00007	10/21/2009	798.14	National Constructio
41553	2800440	10/26/2009	827.86	National Constructio
56891	9AA00005	11/3/2009	851.95	National Constructio
41553	2816469	11/17/2009	1,512.19	National Constructio
56891	9BE00001	11/17/2009	1,648.89	National Constructio
41553	2820843	11/19/2009	4,049.66	National Constructio
56891	9BL00001	11/30/2009	5,004.31	National Constructio
41553	2832993	12/4/2009	199.68	Pacesetter Personnel

2.220 Fenc-Trnsfr V

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EXHIBIT A-30

72

B



Application For Payment  
Section 2 - Continuation Sheet

Contract No: 3-70011  
To Company: The School Board of Broward County, Florida  
From Company: Stiles Construction Co.

Application No: 039  
Application Date: 7/25/2010  
Period To: 7/25/2010  
Architect's Project No:

Item No.	Category	Description	Contract Value	Value Added	Work in Progress	Contract Value	Percent Complete	Balance To Complete Value	Contractor Retainage and D.O.P.	
109		Additional Site Work Change Order #6/Added Bus Loop	77,731.72	77,731.72	0.00	\$0.00	77,731.72	100.00	0.00	1,554.63
115		Additional Site Work Per Added Water Line CUD #2 from contingency	78,977.31	78,977.31	0.00	\$0.00	78,977.31	100.00	0.00	1,579.55
013		Street Cleaning	21,044.00	21,044.00	0.00	\$0.00	21,044.00	100.00	0.00	420.88
014		Site Labor	87,079.00	87,079.00	0.00	\$0.00	87,079.00	100.00	0.00	1,741.58
110		Additional Site Labor Work Change Order #6/Added Bus Loop	1,920.00	1,920.00	0.00	\$0.00	1,920.00	100.00	0.00	38.40
015		Misc. Machine Time	21,600.00	21,600.00	0.00	\$0.00	21,600.00	100.00	0.00	432.00
016		Sitework - Offsite	111,812.00	106,812.00	0.00	\$0.00	106,812.00	95.53	5,000.00	2,136.24
017		Soil Protection	4,310.00	4,310.00	0.00	\$0.00	4,310.00	100.00	0.00	86.20
018		Fencing and Gates	122,183.00	122,183.00	0.00	\$0.00	122,183.00	100.00	0.00	2,443.66
019		Temporary Fencing	49,327.00	47,334.19	0.00	\$0.00	47,334.19	95.96	1,992.81	946.68
112		Additional Fencing Change Order #6/Added Bus Loop	509.13	509.13	0.00	\$0.00	509.13	100.00	0.00	10.18
020		Temporary Walkway	155,687.00	149,387.25	0.00	\$0.00	149,387.25	95.96	6,289.75	2,987.95
021		Demo Gazebo Structure	24,777.00	24,777.00	0.00	\$0.00	24,777.00	100.00	0.00	495.54
022		Landscaping & Irrigation	305,695.00	302,537.00	0.00	\$0.00	302,537.00	98.97	3,158.00	6,050.74
080		Additional Landscaping Work per GMP Amendment	2,681.80	2,681.80	0.00	\$0.00	2,681.80	100.00	0.00	53.64
097		Landscape Change Order #2/Generator	1,385.75	1,385.75	0.00	\$0.00	1,385.75	100.00	0.00	27.71

Note: Column E does not include previously requested stored materials that have not yet been installed as of this billing. (Column H from last Requisition)

74

EXHIBIT A-31



NOV 26 REC'D  
BY: \_\_\_\_\_

ITEM #22  
**EXHIBIT A-32**  
Subcontract Change Order  
*PLEASE SIGN & FORWARD TO YOUR BIDDING COMPANY TO BE SIGNED & RETURNED TO STILES FOR PAYMENTS*

Norcrest Elementary SBBC Project 0561-24-01 Project # 3-70011  
3951 NE 16th Avenue Tel: 954-786-1936 Fax: 954-786-1857  
Pompano Beach, FL 33064

**Received**  
DEC 10 2008  
Stiles Accounting

Date: 11/20/2008  
To Subcontractor/Vendor:  
Tropic Landscaping &  
17973 S.W. 248th Street  
Homestead, FL 33031  
Contract Number: 003  
Change Order Number 002

The Contract is hereby revised by the following items:

Additional Timer needed existing not working

*PREP DSG  
&  
Dsg.*

PCO	Item #	Budget Code	Description	Amount
070	001	03-02-02230-FR-001-S	Additional Timer Required per existing not working	\$ 374.74

Modification to this document shall render it void. Not Valid until signed by the Contractor and Subcontractor

The original Contract Value was.....	\$	292,941.00
Sum of changes by prior Subcontract Change Orders.....	\$	2,681.80
The Contract Value prior to this Subcontract Change Order was.....	\$	295,622.80
The Contract Value will be changed by this Subcontract Change Order in the amount of.....	\$	374.74
The new Contract Value including this Subcontract Change Order will be.....	\$	295,997.54

Note: Please sign both copies, please forward both copies of this change order to your Surety agent for their signature acknowledging their receipt. Please return one copy of the fully executed document, including Surety signature to our office immediately. Payment for this change order cannot be released until the executed document is received.

The Surety, by signing below, acknowledges this Change Order and the modification to the Subcontract Agreement and agrees that the Penal Sum of the Payment and Performance Bonds it issued for this Project, naming Stiles as Obligee and the Subcontractor as Principal, shall be adjusted by the amount of this Change Order. Thank you.

*RETURN TO*

Stiles Construction Co. CONTRACTOR 300 S.E. 2nd Street Fort Lauderdale, FL 33301	Tropic Landscaping & SUBCONTRACTOR/VENDOR 17973 S.W. 248th Street Homestead, FL 33031	First Sealord Surety, Inc. SURETY COMPANY  * SEE NOTE BELOW * SIGNATURE _____ PRINT NAME <u>Joseph P. Nielson</u> DATE <u>12/03/2008</u>
SIGNATURE <u>[Signature]</u>	SIGNATURE <u>[Signature]</u>	
PRINT NAME <u>RANDY ZERAN</u>	PRINT NAME <u>DAVID SANTANA</u>	
DATE <u>11/25/08</u>	DATE <u>12/1/08</u>	

\* Note to Surety Company: Important! Please attach Power of Attorney with raised seal. \*

**Entered**  
DEC 10 2008  
Stiles Accounting

Subcontract Change Order



STILES CONSTRUCTION Invest·Build·Manage

Norcrest Elementary SBBC Project 0561-24-01 Project # 3-70011
3951 NE 16th Avenue Tel: 954-786-1936 Fax: 954-786-1857
Pompano Beach, FL 33064

Date: 10/13/2009
To Subcontractor/Vendor:
Tropic Landscaping &
17973 S.W. 248th Street
Homestead, FL 33031

Contract Number: 003
Change Order Number: 004

Received
NOV 19 2009
Stiles Accounting

The Contract is hereby revised by the following items.

Misc. Irrigation Repairs and Additional Landscaping

Table with 5 columns: PCO, Item #, Budget Code, Description, Amount. Row 1: 088, 001, 03-02-02230-FR-002-S, Misc. Irrigation Repairs and additional landscaping, \$ 5,144.71. Sub-items: Additional Irrigation Repairs \$362.21, Additional Landscaping \$1,462.50.

Total= \$5144.71

Modification to this document shall render it void. Not Valid until signed by the Contractor and Subcontractor

Summary table with 2 columns: Description, Amount. Rows: The original Contract Value was \$ 292,941.00; Sum of changes by prior Subcontract Change Orders \$ 4,442.29; The Contract Value prior to this Subcontract Change Order was \$ 297,383.29; The Contract Value will be changed by this Subcontract Change Order in the amount of \$ 5,144.71; The new Contract Value including this Subcontract Change Order will be \$ 302,528.00.

Note: Please sign both copies, please forward both copies of this change order to your Surety agent for their signature acknowledging their receipt. Please return one copy of the fully executed document, including Surety signature to our office immediately. Payment for this change order cannot be released until the executed document is received.

The Surety, by signing below, acknowledges this Change Order and the modification to the Subcontract Agreement and agrees that the Penal Sum of the Payment and Performance Bonds it issued for this Project, naming Stiles as Obligee and the Subcontractor as Principal, shall be adjusted by the amount of this Change Order. Thank you.

Stiles Construction Co. Tropic Landscaping & First Sealord Surety, Inc.
CONTRACTOR SUBCONTRACTOR/VENDOR SURETY COMPANY
300 S.E. 2nd Street 17973 S.W. 248th Street
Fort Lauderdale, FL 33301 Homestead, FL 33031
SIGNATURE [Signatures] \*SEE NOTE BELOW\*
PRINT NAME [Names] PRINT NAME Charles G. Nielson, Atty.-In-
DATE [Dates] DATE 11/30/09

\* Note to Surety Company: Important! Please attach Power of Attorney with raised seal \*

Entered
NOV 19 2009
Stiles Accounting

# EXHIBIT A-34

\* WERE THESE ITEMS ACCOMPLISHED WITHOUT A CO OR CUD ISSUED BY SBBC?

## Subcontract Change Order

Log

- PROVIDING DOCUMENTATION WHERE STATEMENTS "PER THE REQUEST OF THE SBBC"

**Noncrest Elementary SBBC Project 0561-24-01**  
3951 NE 16th Avenue  
Pompano Beach, FL 33064

**Project # 3-70011**  
Tel: 954-786-1936 Fax: 954-786-1857

**Stiles Construction Co.**

CO No	Date	Description	Status	NTP	Executed	Days	Appt Amt
001	11/15/2010	Reconciliation to Contract	Approved			0	(14,004)

**Revised Contract Amount: 13,356**

001	6/23/2008	Landscape/Plan Revisions to Building Department Comments and Design Changes GMP Admendment				0	2,682
002	11/20/2008	Per the request of the SBBC additional timer needed at existing timer not working	Approved			0	375
003	5/28/2009	Additional Landscaping per Added Generator Building Change Order #2 ASI #2	Approved			0	1,386
004	10/13/2009	Per the request of the SBBC Misc. Irrigation Repairs and Additional Landscaping	Approved			0	5,145
005	10/16/2009	Added Landscape per-added Bus Loop Change Order #3	Approved			0	322
006	12/16/2009	Additional work per GUID #2 Added Water Line	Approved			0	33,054
007	9/2/2010	Per the request of the SBBC- Additional Landscape Required form Phase I to Phase II transition	Approved			0	7,345
008	9/14/2010	Per the request of the SBBC Irrigation Pumped needed Existing is no longer working, Additional Landscaping per existing	Approved			0	2,347

Handwritten note: "Per the request of the SBBC providing documentation"

**Revised Contract Amount: 347,516**

001	4/23/2010	Deduct to Reconcile Contract because of being paid on invoice.	Approved			0	(18,070)
002	4/30/2010	Per request of the SBBC additional Fencing Required not shown on Drawings	Approved			0	11,356

**Revised Contract Amount: 104,113**



\* WERE THESE ITEMS ACCOMPLISHED WITH OUT A CO OR CUD ISSUED BY SBBC ?

**Subcontract Change Order**

Log

- PROVIDE DOCUMENTATION WHERE STATEMENTS PER THE REQUEST OF THE SBBC

**Noncrest Elementary SBBC Project 0561-24-01**      **Project # 3-70011**      **Stiles Construction Co.**  
 3951 NE 16th Avenue      Tel: 954-786-1936      Fax: 954-786-1857  
 Pompano Beach, FL 33064

CO No	Date	Description	Status	NIP	Executed	Days	Appt Amt
001	11/15/2010	Reconciliation to Contract	Approved			0	(14,004)

**Revised Contract Amount: 13,356**

001	6/23/2008	Landscape/Plan Revisions to Building Department Comments and Design Changes GMP Admendment				0	2,682
002	11/20/2008	Per the request of the SBBC additional timer needed at existing timer not working				0	375
003	5/28/2009	Additional Landscaping per Added Generator Building Change Order #2 ASI #2	Approved			0	1,386
004	10/13/2009	Per the request of the SBBC Misc. Irrigation Repairs and Additional Landscaping	Approved			0	5,145
005	10/16/2009	Added Landscape per added Bus Loop Change Order #3	Approved			0	322
006	12/16/2009	Additional work per CUD #2 Added Water Line	Approved			0	33,954
007	9/2/2010	Per the request of the SBBC- Additional Landscape Required form Phase I to Phase III transition	Approved			0	7,345
008	9/14/2010	Per the request of the SBBC Irrigation Pumped needed Existing is no longer working, Additional Landscaping per existing	Approved			0	3,367

PLEASE COMMENT PROVIDE DOCUMENTATION

**Revised Contract Amount: 347,516**

001	4/23/2010	Deduct to Reconcile Contract because of being paid on invoice.	Approved			0	(18,070)
002	4/30/2010	Per request of the SBBC additional Fencing Required not shown on Drawings	Approved			0	11,356

**Revised Contract Amount: 104,113**

Subcontract Change Order

Noted



Norcrest Elementary SBBC Project 0561-24-01  
3951 NE 16th Avenue  
Pompano Beach, FL 33064

Project # 3-70011  
Tel: 954-786-1936 Fax: 954-786-1857

Received  
JUN 03 2008

Date: 4/25/2008  
To Subcontractor/Vendor:  
Tiltcon Corporation  
10601 State Street  
Suite 10  
Tamarac, FL 33321

Contract Number: 3-70011-029  
Change Order Number 002

Stiles Accounting

The Contract is hereby revised by the following items:

Tilt-Con/ Provide additional Masonry Rebar not bought out in Masonry Contract

PCO	Item #	Budget Code	Description	Amount
017	001	03-03-03345-FN-001-S	Tilt Wall- Additional Masonry Rebar not bought out in Masonry Contract	\$ 39,268.23
			Rebar 44 tons x 785.00	37,172.28
			Tax	2,095.95
				39,268.23

Modification to this document shall render it void. Not Valid until signed by the Contractor and Subcontractor

The original Contract Value was.....	\$	1,969,962.00
Sum of changes by prior Subcontract Change Orders.....	(\$	462,646.54)
The Contract Value prior to this Subcontract Change Order was.....	\$	1,507,315.46
The Contract Value will be changed by this Subcontract Change Order in the amount of.....	\$	39,268.23
The new Contract Value including this Subcontract Change Order will be.....	\$	1,546,583.69

Note: Please sign both copies and return ONE to our office as soon as possible. Thank You!!

Stiles Construction Co.  
CONTRACTOR  
300 S.E. 2nd Street  
Fort Lauderdale, FL 33301

Tiltcon Corporation  
SUBCONTRACTOR/VENDOR  
10601 State Street  
Suite 10  
Tamarac, FL 33321

SIGNATURE \_\_\_\_\_  
By [Signature]  
DATE 4.28.08

SIGNATURE [Signature]  
By Mark Theisen President  
DATE May 7, 2007

REC'D / ENT'D  
MAY 06 2008  
TILT-CON

Entered  
JUN 03 2008  
Stiles Accounting



**STILES**  
CONSTRUCTION  
Invest·Build·Manage

**Subcontract Change Order**

RECEIVED  
NOV 18 2009  
TILT-CON

RECEIVED  
DEC 07 2009  
TILT-CON

RECEIVED  
NOV 30 2009  
RAYMOND

Norcrest Elementary SBBC Project 0561-24-01  
3951 NE 16th Avenue  
Pompano Beach, FL 33064

Project # 3-70011  
Tel: 954-786-1936 Fax: 954-786-1857

Date: 11/12/2009  
To Subcontractor/Vendor:  
Tiltcon Corporation  
1003 Orienta Avenue  
Altamonte Springs, FL 32701

Contract Number: 3-70011-029  
Change Order Number: 005

Received *OK #6+7*  
*OK-6P*  
DEC 14 2009  
Stiles Accounting

The Contract is hereby revised by the following items:

Additional Man Power to frame the Beams and Columns

PCO	Item #	Budget Code	Description	Amount
092	001	09-03-03511-FR-002-S	Additional Man Power to frame the beams Tilt-Con	\$ 15,003.00

Modification to this document shall render it void. Not Valid until signed by the Contractor and Subcontractor

The original Contract Value was.....	\$ 1,969,962.00
Sum of changes by prior Subcontract Change Orders.....	(\$ 176,920.01)
The Contract Value prior to this Subcontract Change Order was.....	\$ 1,793,041.99
The Contract Value will be changed by this Subcontract Change Order in the amount of.....	\$ 15,003.00
The new Contract Value including this Subcontract Change Order will be.....	\$ 1,808,044.99

Note: Please sign both copies, please forward both copies of this change order to your Surety agent for their signature acknowledging their receipt. Please return one copy of the fully executed document, including Surety signature to our office immediately. Payment for this change order cannot be released until the executed document is received.

The Surety, by signing below, acknowledges this Change Order and the modification to the Subcontract Agreement and agrees that the Penal Sum of the Payment and Performance Bonds it issued for this Project, naming Stiles as Oblige and the Subcontractor as Principal, shall be adjusted by the amount of this Change Order. Thank you.

RETURN TO *OK RW*

Stiles Construction Co.  
CONTRACTOR  
300 S.E. 2nd Street  
Fort Lauderdale, FL 33301  
SIGNATURE *[Signature]*  
PRINT NAME *[Name]*  
DATE *11/13/09*

Tiltcon Corporation  
SUBCONTRACTOR/VENDOR  
1003 Orienta Avenue  
Altamonte Springs, FL 32701  
SIGNATURE *[Signature]*  
PRINT NAME *Mark Treisen*  
DATE *12/1/09*

Liberty Mutual Insurance Company  
(SURETY COMPANY)  
\*SEE NOTE BELOW\*  
SIGNATURE *[Signature]*  
PRINT NAME *Bonnie L. Dalton*  
DATE *12/9/09*

\* Note to Surety Company: Important! Please attach Power of Attorney with raised seal \*/

Entered  
DEC 14 2009  
Stiles Accounting

"Inquiries: Brown & Brown of Florida, Inc.  
2600 Lake Lucien Dr., Suite 330  
Maitland, FL 32751-7234  
Phone: (407) 660-8282  
Facsimile: (407) 660-2012"



**Subcontract Change Order**

*SIGN & RETURN TO STILES*

**Received**

Norcrest Elementary SBBC Project 0561-24-01  
3951 NE 16th Avenue  
Pompano Beach, FL 33064

Project # 3-70011  
Tel: 954-786-1936 Fax: 954-786-1857

**JUN 20 2008**

**Stiles Accounting**

Date: 4/25/2008

To Subcontractor/Vendor:  
Prestress Concrete Inc.  
5881 N. W. 151st Street  
Miami Lakes, FL 33014

Contract Number: 3-70011-033  
Change Order Number 001

The Contract is hereby revised by the following items:

Precast-Approved Additional Time for work performed on Saturday

PCO	Item #	Budget Code	Description	Amount
019	001	03-03-03511-FN-001-S	Precast-Approved Additional Time for work performed \$ on Saturday	1,068.32

8 men for 8 hours at \$16.69 an hour=1068.32

**Modification to this document shall render it void. Not Valid until signed by the Contractor and Subcontractor**

The original Contract Value was.....	\$	309,000.00
Sum of changes by prior Subcontract Change Orders.....	\$	0.00
The Contract Value prior to this Subcontract Change Order was.....	\$	309,000.00
The Contract Value will be changed by this Subcontract Change Order in the amount of.....	\$	1,068.32
The new Contract Value including this Subcontract Change Order will be.....	\$	310,068.32

Note: Please sign both copies and return ONE to our office as soon as possible. Thank You!!

Stiles Construction Co.  
CONTRACTOR  
300 S.E. 2nd Street  
Fort Lauderdale, FL 33301

Prestress Concrete Inc.  
SUBCONTRACTOR/VENDOR  
5881 N. W. 151st Street  
Miami Lakes, FL 33014

SIGNATURE \_\_\_\_\_  
By *R. [Signature]*  
DATE *6-10-08*

SIGNATURE *[Signature]*  
By *WALTER ALVAREZ - PRESIDENT*  
DATE *6-16-08*

**Entered**

**JUN 20 2008**

**Stiles Accounting**



**STILES**  
CONSTRUCTION  
Invest·Build·Manage

**Subcontract Change Order**

Bond #1005932

Received

MAR 02 2010

Norcrest Elementary SBBC Project 0561-24-01  
3951 NE 16th Avenue  
Pompano Beach, FL 33064

Project # 3-70011  
Tel: 954-786-1936 Fax: 954-786-1857

Stiles Accounting

Date: 2/11/2010

To Subcontractor/Vendor:  
Southern State Masonry, Inc.  
4599 10th Avenue North  
Lake Worth, FL 33463

Contract Number: 3-70011-034  
Change Order Number 006

The Contract is hereby revised by the following items:

Media Center Changes

*Ex 0*

PCO	Item #	Budget Code	Description	Amount
O-009	002	03-04-04110-OA-004-S	Additional Block to adjust window openings in Building #6 not shown correctly on plans.	\$ 976.50

Modification to this document shall render it void. Not Valid until signed by the Contractor and Subcontractor

The original Contract Value was.....	\$	330,429.00
Sum of changes by prior Subcontract Change Orders.....	\$	16,797.04
The Contract Value prior to this Subcontract Change Order was.....	\$	347,226.04
The Contract Value will be changed by this Subcontract Change Order in the amount of.....	\$	976.50
The new Contract Value including this Subcontract Change Order will be.....	\$	348,202.54

Note: Please sign both copies, please forward both copies of this change order to your Surety agent for their signature acknowledging their receipt. Please return one copy of the fully executed document, including Surety signature to our office immediately. Payment for this change order cannot be released until the executed document is received.

The Surety, by signing below, acknowledges this Change Order and the modification to the Subcontract Agreement and agrees that the Penal Sum of the Payment and Performance Bonds it issued for this Project, naming Stiles as Oblige and the Subcontractor as Principal, shall be adjusted by the amount of this Change Order. Thank you.

RETURN TO ✓

Stiles Construction Co.  
CONTRACTOR  
300 S.E. 2nd Street  
Fort Lauderdale, FL 33301

Southern State Masonry, Inc.  
SUBCONTRACTOR/VENDOR  
4599 10th Avenue North  
Lake Worth, FL 33463

Lexon Insurance Company  
SURETY COMPANY

SIGNATURE *[Signature]*  
PRINT NAME *[Name]*  
DATE *2/11/10*

SIGNATURE *[Signature]*  
PRINT NAME *Edward R. Howley*  
DATE *2/22/10*

\* SEE NOTE BELOW \*  
SIGNATURE *[Signature]*  
PRINT NAME *Burton Harris*  
DATE *2-25-10*  
*Attorney-In-Fact*

\* Note to Surety Company: Important! Please attach Power of Attorney with raised seal \*

**Entered**  
**MAR 02 2010**  
**Stiles Accounting**



**Subcontract Change Order**

PLEASE HAVE YOUR SURETY CO. SIGN, ALSO SIGN YOURSELF AND RETURN TO STILES. ITEM # 27

Norcrest Elementary SBBC Project 0561-24-01  
3951 NE 16th Avenue  
Pompano Beach, FL 33064

Project # 3-70011  
Tel: 954-786-1936 Fax: 954-786-1857

Date: 8/27/2008  
To Subcontractor/Vendor:  
Steel Fabricators, L.L.C.  
721 N.E. 44th Street  
Fort Lauderdale, FL 33334

Contract Number: 3-70011-036  
Change Order Number 004

Received  
SEP 15 2008  
Stiles Accounting

The Contract is hereby revised by the following items:

Approved additional overtime for Saturday September 9, 2008

PCO	Item #	Budget Code	Description	Amount
060	001	03-05-05150-FN-002-S	Misc. Metals/Approved additional overtime for Saturday September 9, 2008	\$ 2,104.00

- Shop 200.00
- Super 160.00
- Foreman 375.00
- Iron 780.00
- Crane 300.00

Total 2104.00

Modification to this document shall render it void. Not Valid until signed by the Contractor and Subcontractor

The original Contract Value was.....	\$	422,703.00
Sum of changes by prior Subcontract Change Orders.....	(\$	22,371.40)
The Contract Value prior to this Subcontract Change Order was.....	\$	400,331.60
The Contract Value will be changed by this Subcontract Change Order in the amount of.....	\$	2,104.00
The new Contract Value including this Subcontract Change Order will be.....	\$	402,435.60

Note: Please sign both copies, please forward both copies of this change order to your Surety agent for their signature acknowledging their receipt. Please return one copy of the fully executed document, including Surety signature to our office immediately. Payment for this change order cannot be released until the executed document is received.

The Surety, by signing below, acknowledges this Change Order and the modification to the Subcontract Agreement and agrees that the Penal Sum of the Payment and Performance Bonds it issued for this Project, naming Stiles as Obligee and the Subcontractor as Principal, shall be adjusted by the amount of this Change Order. Thank you.

Stiles Construction Co.	Steel Fabricators, L.L.C.	FEDERAL INSURANCE COMPANY
CONTRACTOR	SUBCONTRACTOR/VENDOR	SURETY COMPANY
300 S.E. 2nd Street Fort Lauderdale, FL 33301	721 N.E. 44th Street Fort Lauderdale, FL 33334	* SEE NOTE BELOW *
SIGNATURE <i>[Signature]</i>	SIGNATURE <i>[Signature]</i>	SIGNATURE <i>Paula M. Eby</i>
PRINT NAME <b>Randy Zwart</b>	PRINT NAME <b>Thomas Tucker</b>	PRINT NAME <b>PAULA M. EBY</b>
DATE <b>8-29-08</b>	DATE <b>V.P., Secretary &amp; Treasurer</b>	DATE <b>9/10/2008</b>
	<b>8/30/08</b>	

Entered  
SEP 15 2008  
Stiles Accounting



**STILES**  
CONSTRUCTION  
Invest-Build-Manage

Subcontract Change Order

Received

JAN 07 2010

Stiles Accounting

Norcrest Elementary SBBC Project 0561-24-01      Project # 3-70011  
3951 NE 16th Avenue      Tel: 954-786-1936      Fax: 954-786-1857  
Pompano Beach, FL 33064

Date: 12/15/2009  
To Subcontractor/Vendor:  
Steel Fabricators, L.L.C.  
721 N.E. 44th Street  
Fort Lauderdale, FL 33334

Contract Number: 3-70011-036  
Change Order Number: 008

The Contract is hereby revised by the following items:

Metal/ Additional work on partition beams due to lengthened partition.

PCO	Item #	Budget Code	Description	Amount
0067	003	03-05-05150-FR-002-S	Misc. Metals/Approved cost associated with additional work on partition support beams due to the lengthened.	\$ 813.00

Modification to this document shall render it void. Not Valid until signed by the Contractor and Subcontractor

The original Contract Value was.....	\$	422,703.00
Sum of changes by prior Subcontract Change Orders.....	(\$	5,843.40)
The Contract Value prior to this Subcontract Change Order was.....	\$	416,859.60
The Contract Value will be changed by this Subcontract Change Order in the amount of.....	\$	813.00
The new Contract Value including this Subcontract Change Order will be.....	\$	417,672.60

Note: Please sign both copies, please forward both copies of this change order to your Surety agent for their signature acknowledging their receipt. Please return one copy of the fully executed document, including Surety signature to our office immediately. Payment for this change order cannot be released until the executed document is received.

The Surety, by signing below, acknowledges this Change Order and the modification to the Subcontract Agreement and agrees that the Penal Sum of the Payment and Performance Bonds it issued for this Project, naming Stiles as Obligee, and the Subcontractor as Principal, shall be adjusted by the amount of this Change Order. Thank you.

RETURN TO *✓*  
Stiles Construction Co.

CONTRACTOR  
300 S.E. 2nd Street  
Fort Lauderdale, FL 33301

Steel Fabricators, L.L.C.  
SUBCONTRACTOR/VENDOR  
721 N.E. 44th Street  
Fort Lauderdale, FL 33334

Federal Insurance Company  
SURETY COMPANY

SIGNATURE *[Signature]*  
PRINT NAME *[Name]*  
DATE *[Date]*

SIGNATURE *[Signature]*  
PRINT NAME Aaron McKee  
Controller  
DATE 12/15/09

\* SEE NOTE BELOW \*  
SIGNATURE *[Signature]*  
PRINT NAME Paula M. Eby Attorney-In-Fact  
DATE 1/6/2010

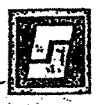
\* Note to Surety Company: Important! Please attach Power of Attorney with raised seal \* ,

Entered

JAN 07 2010

Stiles Accounting

021-36015



**STILES**  
CONSTRUCTION  
Invest·Build·Manage

**Subcontract Change Order**

**Received**  
**JAN 22 2010**

Norcrest Elementary SBBC Project 0561-24-01      Project # 3-70011  
3951 NE 18th Avenue      Tel: 954-786-1936      Fax: 954-786-1857  
Pompano Beach, FL 33064

**Stiles Accounting**

Date: 1/5/2010  
To Subcontractor/Vendor:  
Steel Fabricators, L.L.C.  
721 N.E. 44th Street  
Fort Lauderdale, FL 33334

Contract Number: 3-70011-036  
Change Order Number: 009

The Contract is hereby revised by the following items:

Misc. Metals/Approved cost associated with reworking on angle bracing on curtain wall to accommodate ceiling.

PCO	Item #	Budget Code	Description	Amount
098	001	03-05-05150-FR-003-S	Misc. Metals/Approved cost associated with reworking on angle bracing on curtain wall to accommodate ceiling.	\$ 1,198.00

Modification to this document shall render it void. Not Valid until signed by the Contractor and Subcontractor

The original Contract Value was.....	\$	422,703.00
Sum of changes by prior Subcontract Change Orders.....	(\$	5,030.40)
The Contract Value prior to this Subcontract Change Order was.....	\$	417,672.60
The Contract Value will be changed by this Subcontract Change Order in the amount of.....	\$	1,198.00
The new Contract Value including this Subcontract Change Order will be.....	\$	418,870.60

Note: Please sign both copies, please forward both copies of this change order to your Surety agent for their signature acknowledging their receipt. Please return one copy of the fully executed document, including Surety signature to our office immediately. Payment for this change order cannot be released until the executed document is received.

The Surety, by signing below, acknowledges this Change Order and the modification to the Subcontract Agreement and agrees that the Penal Sum of the Payment and Performance Bonds it issued for this Project, naming Stiles as Obligee / and the Subcontractor as Principal, shall be adjusted by the amount of this Change Order. Thank you. ;

*RETURN TO*

Stiles Construction Co. <i>✓</i>	Steel Fabricators, L.L.C.	Federal Insurance Company
CONTRACTOR	SUBCONTRACTOR/VENDOR	SURETY COMPANY;
300 S.E. 2nd Street Fort Lauderdale, FL 33301	721 N.E. 44th Street Fort Lauderdale, FL 33334	* SEE NOTE BELOW*
SIGNATURE <i>[Signature]</i>	SIGNATURE <i>[Signature]</i>	SIGNATURE <i>Paula M. Eby</i>
PRINT NAME <i>Joshua</i>	PRINT NAME <i>Aaron McKee</i>	PRINT NAME <i>Paula M. Eby</i>
DATE <i>1/5/10</i>	DATE <i>1/2/10</i>	DATE <i>January 19, 2010</i>

\* Note to Surety Company: Important! Please attach Power of Attorney with raised seal \*

**Entered**  
**JAN 22 2010**  
**Stiles Accounting**





Subcontract Change Order

PLEASE SIGN & HAVE YOUR SURETY CO. SIGN AND RETURN TO STILES

RETURN WITH BOTH SIGNATURES

Norcrest Elementary SBBC Project 0561-24-01  
3951 NE 16th Avenue  
Pompano Beach, FL 33064

Project # 3-70011  
Tel: 954-786-1936 Fax: 954-786-1857

Received

NOV 03 2008

Stiles Accounting

Date: 8/19/2008

To Subcontractor/Vendor:  
American Walkway Covers, LLC  
1831 N.W. 33rd Street  
Pompano Beach, FL 33064

Contract Number: 3-70011-018  
Change Order Number 002

The Contract is hereby revised by the following items:

Aluminum Canopy/Raise Canopy Bends at two places to accommodate wall mounted lights.

ECO	Item #	Budget Code	Description	Amount
007	001	03-07-07155-FR-001-S	Aluminum Canopy/Raise Canopy Bends at two places \$ to accommodate wall mounted lights	2,400.00

Modification to this document shall render it void. Not Valid until signed by the Contractor and Subcontractor

The original Contract Value was.....	\$	274,682.00
Sum of changes by prior Subcontract Change Orders.....	\$	88,411.00
The Contract Value prior to this Subcontract Change Order was.....	\$	363,093.00
The Contract Value will be changed by this Subcontract Change Order in the amount of.....	\$	2,400.00
The new Contract Value including this Subcontract Change Order will be.....	\$	365,493.00

Note: Please sign both copies, please forward both copies of this change order to your Surety agent for their signature acknowledging their receipt. Please return one copy of the fully executed document, including Surety signature to our office immediately. Payment for this change order cannot be released until the executed document is received.

The Surety, by signing below, acknowledges this Change Order and the modification to the Subcontract Agreement and agrees that the Penal Sum of the Payment and Performance Bonds it issued for this Project, naming Stiles as Obligee and the Subcontractor as Principal, shall be adjusted by the amount of this Change Order. Thank you.

Stiles Construction Co. CONTRACTOR 300 S.E. 2nd Street Fort Lauderdale, FL 33301 SIGNATURE <i>[Signature]</i> PRINT NAME <b>RANK ZANN</b> DATE <b>8-20-08</b>	American Walkway Covers, LLC SUBCONTRACTOR/VENDOR 1831 N.W. 33rd Street Pompano Beach FL 33064 SIGNATURE <i>[Signature]</i> PRINT NAME <b>JOHN BLUME</b> DATE <b>10/16/08</b>	Travelers Casualty and Surety Company of America SURETY COMPANY *SEE NOTE BELOW* SIGNATURE <i>[Signature]</i> PRINT NAME <b>J. KYIE DRUMWRIGHT</b> DATE <b>Oct 29, 2008</b>
---	---	--

\* Note to Surety Company: Important! Please attach Power of Attorney with raised seal \*

Entered

**Canopy  
by  
Design, Inc.**

3000-1 N.W. 25 Avenue  
Pompano Beach, FL 33069

Phone (954) 553-9561  
Fax (954) 974-3142

**INVOICE**

Remit to: Canopy By Design, Inc.  
3000-1 N.W. 25 Avenue  
Pompano Beach, FL 33069  
(954) 553-9561

Invoice Date: 09/20/10

Invoice No: 2503

Project: Norcrest ES Ballpark

Bill to: Stiles Construction  
300 S E 2nd Street  
Ft Lauderdale, FL 33301

Terms: Net 10

Quantity	Description	Amount
	Aluminum walkway cover	
	Material	\$ 80.00
	Labor	\$ 360.00

**Warranty Repairs**

Repair, reflash and seal leaks at reception area Room 1501  
at both entrances

Unclog beam at Bldg 16, L Bent at Room 1600 PE Area  
due to maintenance issue of tree debris

Subtotal \$ 440.00

Sales Tax Included

Invoice Total \$ 440.00

**STILES CONSTRUCTION**  
 300 SE 2ND ST

FT LAUDERDALE, FL 33301

**Received**

**MAY 05 2008**

Stiles Accounting

**NORCREST ELEMENTARY 3-70011**  
 3951 NE 16 AVE

POMPANO BEACH, FL 33064

200

CUSTOMER NO. SOG00 JOB NO. SOG73 PHONE NO. 954-627-9150 OUR ORDER NO. 200286100

DATE DELIVERED	DATE ORDERED	CUSTOMER ORDER NO.	ORDER NO.	ITEM	QUANTITY	UNIT PRICE	TOTAL
04/30/08	04/30/08	NORCREST ELEM		CALFARO	RL	Net 30 Days	

EXT CORD 1 1/3 OUTDOOR 100FT 02 EA 44.04 EA 88.08

APP LD VENDOR # 20203 EXT. uec  
 JOB # 70011 CODE 0645 CAT \_\_\_\_\_  
 GL # \_\_\_\_\_  
 JRN AP \_\_\_\_\_ GC \_\_\_\_\_ RUN # \_\_\_\_\_  
 DATE PD \_\_\_\_\_ CK # \_\_\_\_\_ REVIEW \_\_\_\_\_

**Received**  
**MAY 12 2008**  
 Stiles Accounting

*Stiles*

ARCHITECTURAL PRODUCTS SHK

**Entered**  
**MAY 12 2008**  
 Stiles Accounting

A — 93.36 +  
 B — 25.01 +  
 C — 1.4 +  
 119.77 \*

05/30/2008	NET INV. DUE	93.36	SUB TOTAL	88.08
			Tax	5.28
				0.00
				93.36

We Appreciate Your Business



**Causeway Lumber Company**  
 A Reputation You Can Build On!  
 Ft. Lauderdale: (954) 783-1224 • 1-800-375-8050  
 Bonita Springs: (239) 882-3423 • 1-888-375-5050  
 Stuart: (772) 781-3332 • 1-877-375-6050  
 Arcadia: (883) 497-8908 • 1-877-375-8080  
 Website: www.causewaylumber.com

MAIL PERMITANCE TO

P.O. Box 21088  
 Ft. Laud, FL 33335

**EXHIBIT A-45**

Page: INV

INV. NO. 200301051  
 INV. DATE 05/12/2008

**RECEIVED**

MAY 19 2008  
 Stiles Accounting

JOB DESC

STILES CONSTRUCTION  
 300 SE 2ND ST  
 FT LAUDERDALE, FL 33301

NORCREST ELEMENTARY 3-70011  
 3951 NE 16 AVE  
 POMPANO BEACH, FL 33064

200

SOLD TO

CUSTOMER NO. SOG00 JOB NO. SOG73 PHONE NO. 954-627-9150 OUR ORDER NO. 200286562

DATE ORDERED	DATE SHIPPED	CUSTOMER ORDER NO	ORDERED BY	SOLD BY	QBS	TERMS
05/08/08	05/12/08	MARK		ilittman	RL	Net 30 Days
DESCRIPTION	ZONE	QUANTITY	UNIT	PRICE	DISC	AMOUNT
2X8-16' #2 PT USE SPEC FAST ***	2	20 01	EA EA	709.00 0.00	MBF EA	302.5 0.0
BELOW ITEM(S) PULLED IN RACK BY OFFICE						
SLEEVE ANCHOR 1/2INX4IN W/W&N		82	EA	0.57	EA	46.4
GRINDING WHEEL METAL 4INCH		10	EA	2.36	EA	23.60
					TAX	1.4
					B -	25.01

APP: LD VENDOR # 20203 EXT KC8  
 JOB # 70011 CODE 6415 CAT  
 GL  
 JRN AP SO RUN  
 DATE PD OK REVIEW

AN ARCHITECTURAL PRODUCTS SHOWROOM

**Entered**  
 MAY 27 2008  
 Stiles Accounting

0.00	05/11/2008	NET INV. DUE	394.94	SUB TOTAL	372.58
				Tax	22.36
				:	0.00
				<b>TOTAL DUE</b>	<b>394.94</b>

We Appreciate Your Business

**Lumber Company**  
**A Reputation You Can Build On!**  
 Ft. Lauderdale: (954) 763-1224 • 1-800-376-6050  
 Bonita Springs: (239) 992-3423 • 1-888-376-6050  
 Stuart: (772) 781-2332 • 1-877-376-6050  
 Arcadia: (863) 498-9809 • 1-877-376-9090  
 Website: www.causewaylumber.com

P.O. Box 21088  
 Ft. Laud, FL 33335

**EXHIBIT A-45**  
 Page: 1  
 INV


INV. NO. 200304524  
 INV. DATE 07/03/2008

**SOLD TO**  
 STILES CONSTRUCTION  
 300 SE 2ND ST  
 FT LAUDERDALE, FL 33301

**JOB DESCRIPTION**  
 NORCREST ELEMENTARY 3-70011  
 3951 NE 16 AVE  
 POMPANO BEACH, FL 33064

200

CUSTOMER NO. SOG00 JOB NO. SOG73 PHONE NO. 954-627-9150 OUR ORDER NO. 200290067

DATE ORDERED	DATE SHIPPED	CUSTOMER ORDER NO.	ORDERED BY	SOLD BY	DISC	TERMS
07/02/08	07/03/08	NORTHCREST		JF	BK	Net 30 Days
DESCRIPTION	ZONE	QUANTITY	UNIT	PRICE	DISC	AMOUNT
2X8-16' #2 PT USE SPEC FAST ***	2	20	EA	671.00	MBF	286.29
BELOW ITEM(S) PULLED IN RACK BY OFFICE		01	EA	0.00	EA	0.00
TAPCON P/H 1/4" X 6" 100 PC		1	BX	38.52	BX	38.52
CHIP BRUSH 4INCH		01	EA	1.33	EA	1.33
THOMPSON WATER SEAL-1 GAL		01	EA	16.02	EA	16.02
<b>TAX</b>						0.67
<b>Received</b>						1.40
 JUL 14 2008 Stiles Accounting <b>Entered</b> JUL 14 2008 Stiles Accounting <b>RECEIVED</b> ARCHITECTURAL PRODUCTS SHOWROOM JUL 11 2008 STILES ACCOUNTING						
VENDOR # 20203 EXT # CODE: 6915 CAT						
DATE PD		CHK#		REVIEW		

02/2008	NET INV. DUE	362.68	SUB TOTAL	342.15
	Tax			20.53
				0.00
				362.68

We Appreciate Your Business





Subcontract Change Order

SIGN & RETURN TO STILES

Norcrest Elementary SBBC Project 0561-24-01  
3951 NE 16th Avenue  
Pompano Beach, FL 33064

Project # 3-70011  
Tel: 954-786-1936 Fax: 954-786-1857

Received

Date: 7/10/2008

AUG 11 2008

To Subcontractor/Vendor:  
Cayman National Manufacturing & Installation, Inc., Vendor # 3  
1301 S. W. 34th Avenue  
Deerfield Beach, FL 33442

Contract Number: 3-70011-028  
Change Order Number 001

Stiles Accounting

The Contract is hereby revised by the following items:

Additional Cost of 250 Stanley Pulls per the

PCO	Item #	Budget Code	Description	Amount
039	001	03-06-06500-FN-001-S	Millwork/Additional Cost of 250 Stanley Pulls	\$ 1,242.00

\$4.97 x 250 = \$1242.00

Modification to this document shall render it void. Not Valid until signed by the Contractor and Subcontractor

The original Contract Value was.....	\$ 180,452.00
Sum of changes by prior Subcontract Change Orders.....	\$ 0.00
The Contract Value prior to this Subcontract Change Order was.....	\$ 180,452.00
The Contract Value will be changed by this Subcontract Change Order in the amount of.....	\$ 1,242.00
The new Contract Value including this Subcontract Change Order will be.....	\$ 181,694.00

Note: Please sign both copies, please forward both copies of this change order to your Surety agent for their signature acknowledging their receipt. Please return one copy of the fully executed document, including Surety signature to our office immediately. Payment for this change order cannot be released until the executed document is received.

The Surety, by signing below, acknowledges this Change Order and the modification to the Subcontract Agreement and agrees that the Penal Sum of the Payment and Performance Bonds it issued for this Project, naming Stiles as Obligee and the Subcontractor as Principal, shall be adjusted by the amount of this Change Order. Thank you.

Stiles Construction Co.	Cayman National Manufacturing & Installation, Inc., Vendor # 33811	SURETY COMPANY
CONTRACTOR	SUBCONTRACTOR/VENDOR	
300 S.E. 2nd Street Fort Lauderdale, FL 33301	1301 S. W. 34th Avenue Deerfield Beach, FL 33442	* SEE NOTE BELOW *
SIGNATURE <i>[Signature]</i>	SIGNATURE <i>[Signature]</i>	SIGNATURE
PRINT NAME <u>RANDY ZERAN</u>	PRINT NAME <u>Donald H. Ferguson Pres.</u>	PRINT NAME
DATE <u>7-14-08</u>	DATE <u>7/24/08</u>	DATE

\* Note to Surety Company: Important! Please attach Power of Attorney with raised seal \*

Entered  
AUG 11 2008  
Stiles Accounting



COMMERCIAL  
CABINETRY &  
CASEWORK  
  
Cayman National  
Manufacturing &  
Installation, Inc.  
  
1301 S.W. 34<sup>th</sup> Avenue  
Deerfield Beach, FL 33442  
  
954.421.1170  
Fax: 954.421.0028  
Info@CaymanMfg.Com

**CONTRACT CHANGE ORDER**

**CHANGE ORDER NO.:** 1423-1  
**DATE:** May 15, 2008  
**JOB NAME:** Norcrest Elementary - SBBC Project 05612-24-01.  
3951 NE 16th Ave., Pompano Beach, FL 33064  
**CONTRACTOR:** **Stiles Construction Company**  
300 SE 2<sup>nd</sup> Street  
Ft. Lauderdale, FL 33301  
Attention: Lori Douvris, Project Manager  
Sent Via Email: [Lori.Douvris@stiles.com](mailto:Lori.Douvris@stiles.com)  
Phone: 954-786-1936 / Fax: 954-786-1857

**EFFECTS EXISTING WORK - REPLY REQUESTED ASAP.** YES NO  
Please note that all Approved Change Orders may add time to the original contract schedule

**PROPOSED CHANGES:**

Norcrest Elementary – SBBC Project 0561-24-01 was bid as Cayman standard hardware.

Change from Cayman's standard pulls to Stanley 4484-US 26D Pulls per Song & Associates' request:

**Total Additional Cost for 250 pulls ..... \$ 1,242.00**

Note: Cayman recommends the 96mm c/c satin chrome pulls. This pull has been used on the following Broward County projects: Cooper City High School (Cooper City, FL), BAK Middle School project. Other Counties: Forrest Hill High School, Boca Raton High School, Palm Lakes Elementary, State School E-1, State School W-1, Carol City High School, & etc.

**Please fax approval/disapproval. No work will commence without prior authorization!**

**WE AGREE** hereby to make the change(s) specified above at this price:

Signature & Title \_\_\_\_\_  
Cayman Nat'l Manufacturing, Inc. Ken Beane, Chief Estimator

**ACCEPTED** – The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Signature & Title \_\_\_\_\_  
(Contractor): \_\_\_\_\_ Date: \_\_\_\_\_



Phase Description	GL Cat	Ref 1/ Jrn Vendor	Ref 2/ Invoice	Accounting Date	Transctn Date	Units	Amount	
3-70011 Norcrest Elemen.School	CM	Risk 3951	NE 16th Avenue				200.000	C#
5.150 Misc. Metals	S	50	353	Fr: 9.610	10-31-10	09-25-10	5,813.00	Steel Fabricators, LLC
							.00*	420,194.40*
6.415 Rough Carpentry	O	40	20203	200300428	05-12-08	04-30-08	93.36	Causeway Lumber Co.
			40	20203	200300457	05-12-08	220.38	Causeway Lumber Co.
			40	20203	200301051	05-27-08	394.94	Causeway Lumber Co.
			40	20203	200301312	05-27-08	60.07	Causeway Lumber Co.
			40	54595	052508	06-03-08	27.25	Lori Douvris
			40	54595	060108	06-10-08	13.88	Lori Douvris
			40	20203	200304095	07-08-08	758.77	Causeway Lumber Co.
			40	20203	200304349	07-14-08	63.07	Causeway Lumber Co.
			40	20203	200304524	07-14-08	362.68	Causeway Lumber Co.
			40	54595	071308	07-22-08	49.53	Lori Douvris
			40	39302	2050098	08-07-08	287.00	Home Depot Credit Services
			40	44441	019154	08-07-08	5,130.00	Precision Concrete Cutting
			40	20203	200306273	08-11-08	64.56	Causeway Lumber Co.
			40	20203	200309902	10-07-08	213.13	Causeway Lumber Co.
			40	44441	021967	04-20-10	680.00	Precision Concrete Cutting
			40	39302	0023654	06-18-10	147.20	Home Depot Credit Services
			40	47511	2010-30	06-25-10	1,020.00	L & K Equipment Inc.
			40	44441	022370	08-03-10	785.00	Precision Concrete Cutting
							.00*	10,370.82*
6.500 Millwork	S	40	33811	700111	02-22-08	02-25-08	12,633.00	Cayman Nat '1 Manufacturing &
			40	33811	700112	07-29-08	147,699.74	Cayman Nat '1 Manufacturing &
			40	33811	700112	08-21-08	147,699.74	Cayman Nat '1 Manufacturing &
			40	33811	700112	08-21-08	141,876.50	Cayman Nat '1 Manufacturing &
			40	33811	700113	08-21-08	5,823.24	Cayman Nat '1 Manufacturing &
			40	33811	700114	08-25-08	6,121.26	Cayman Nat '1 Manufacturing &
			40	33811	700115	08-03-09	8,259.00	Cayman Nat '1 Manufacturing &
			40	33811	700116	03-23-10	5,739.00	Cayman Nat '1 Manufacturing &
			40	33811	700116	03-23-10	1,242.00	Cayman Nat '1 Manufacturing &
			40	33811	700116	04-09-10	5,739.00	Cayman Nat '1 Manufacturing &
			40	33811	700116	04-09-10	1,242.00	Cayman Nat '1 Manufacturing &
			40	33811	700116	04-09-10	5,739.00	Cayman Nat '1 Manufacturing &
			40	33811	700116	04-09-10	1,242.00	Cayman Nat '1 Manufacturing &
							.00*	181,699.00*
7.110 Waterproofing	O	40	39302	8023821	04-29-10	04-22-10	314.08	Home Depot Credit Services
	S	40	32311	700111	01-24-08	01-25-08	500.00	Southern Caulking &
			40	32311	700112	03-25-08	5,600.00	Southern Caulking &
			40	32311	700113	05-23-08	10,500.00	Southern Caulking &
			40	32311	700114	06-26-08	4,250.00	Southern Caulking &
			40	32311	700115	08-25-08	5,400.00	Southern Caulking &
			40	32311	700116	09-26-08	6,000.00	Southern Caulking &
			40	32311	700117	10-27-08	2,900.00	Southern Caulking &
			40	32311	700118	11-26-08	1,000.00	Southern Caulking &
			40	31119	0042037-53	02-02-10	5,140.00	Lotspeich Co. of Florida, Inc.
							.00*	41,604.08*
7.130 Insulation	S	40	37759	700111	06-20-08	06-25-08	800.00	Tailored Foam of Florida Inc.
			40	37759	700112	09-26-08	1,060.00	Tailored Foam of Florida Inc.
			40	37759	700113	11-30-09	7,502.16	Tailored Foam of Florida Inc.
			40	37759	700113	12-10-09	7,502.16	Tailored Foam of Florida Inc.
			40	37759	700113	12-10-09	7,982.00	Tailored Foam of Florida Inc.
			50	350	11-30-09	11-30-09	1,860.00	Rcls to Ph# 4.110
			50	350	12-31-09	11-30-09	7,982.00	Rcls to Ph# 4.110
							.00*	.00*
7.140 Built-Up Roof	O	40	55142	S-01	11-30-07	10-28-07	1,473.00	Weather Guard Industries, Inc.
			40	31185	64763	02-02-10	160.92	Latite Roofing&Sheet Metal LLC
			40	31185	65893	03-08-10	150.00	Latite Roofing&Sheet Metal LLC
	S	40	31185	700111	03-25-08	03-25-08	7,167.00	Latite Roofing&Sheet Metal LLC
			40	31185	700112	04-24-08	133,382.20	Latite Roofing&Sheet Metal LLC
			40	31185	700113	05-23-08	63,349.87	Latite Roofing&Sheet Metal LLC
			40	31185	700113	05-23-08	39,783.82	Latite Roofing&Sheet Metal LLC
			40	31185	700114	06-20-08	17,512.66	Latite Roofing&Sheet Metal LLC
			40	31185	700114	06-20-08	3,978.38	Latite Roofing&Sheet Metal LLC
			40	31185	700115	07-29-08	9,439.80	Latite Roofing&Sheet Metal LLC
			40	31185	700116	08-25-08	56,676.50	Latite Roofing&Sheet Metal LLC
			40	31185	700116	08-25-08	7,035.00	Latite Roofing&Sheet Metal LLC

This was for caulking needed at Built-Up Roof

LD

OK

OK

OK

**Subcontract Change Order**



Norcrest Elementary BBBC Project 0561-24-01 Project # 3-70011  
3061-NE 18th Avenue Tel: 954-788-1996 Fax: 954-788-1857  
Pompano Beach, FL 33064

Received  
OCT 31  
2008

Date: 10/23/08  
To Subcontractor/Vendor:  
Lotspeich Co. of Florida, Inc.  
6351 N. W. 28th Way  
Fort Lauderdale, FL 33309

Contract Number: 3-70011-023  
Change Order Number 002

Stiles Accounting

Received  
OCT 31  
2008

Stiles Accounting

The Contract is hereby revised by the following items:

Shell Door/Frame/Hdw/Plane Wood doors and Adjust Hollow Metal Door Frame Installed by others/Replaced Hurricane Door Louver Vandalized during break in/Add 6 Overhead door stops and 2 Kickplates

PCO	Item #	Budget Code	Description	Amount
0068	001	03-08-08004-FR-001-S	Shell Door/Frame/Hdw/Plane Wood doors and Adjust Hollow Metal Door Frame Installed by others/Replaced Hurricane Door Louver Vandalized during break in/Add 6 Overhead door stops and 2 Kickplates	2,483.00

Adjust Wood Doors 300.00  
Adjust Hollow Metal Frames 250.00  
Hurricane Door Louver 24x12 511.00  
6 Overhead Door Stops/2 Kickplates 1422.00  
Total 2483.00

A  
B  
C

Modification to this document shall render it void. Not Valid until signed by the Contractor and Subcontractor

Contract Change Orders	\$ 303,849.00
Subcontract Change Order was	(\$ 2,230.00)
ing by this Subcontract Change Order in the amount of	\$ 301,419.00
ing this Subcontract Change Order will be	\$ 2,483.00
	\$ 303,602.00

A — 300.00 +  
B — 250.00 +  
C — 511.00 +  
D — 1,071.04 +  
E — 3,007.05 +  
F — 2,071.00 +  
7,210.54 \*

0. \*  
s, please forward both copies of this change order to your Surety agent for their signature. Please return one copy of the fully executed document, including Surety signature to our office for this change order cannot be released until the executed document is received.  
w, acknowledge this Change Order and the modification to the Subcontract Agreement and if the Payment and Performance Bonds it issued for this Project, naming Stiles as Oblige and Agent, shall be adjusted by the amount of this Change Order. Thank you.

Lotspeich Co. of Florida, Inc.  
SUBCONTRACTOR/VENDOR  
6351 N. W. 28th Way  
Fort Lauderdale, FL 33309  
SIGNATURE D. Korman  
PRINT NAME D. Korman  
DATE 10/16/08

Travelers Casualty and  
SURETY COMPANY Surety Company  
of America  
\* SEE NOTE BELOW  
SIGNATURE [Signature]  
PRINT NAME Michael A. Holmes  
DATE October 24th 2008

Important! Please attach Power of Attorney with raised seal\*

Entered  
OCT 31 2008  
Stiles Accounting

511  
590  
1422  
2483

TO  
REKAIT  
DUG  
TO  
BRAD  
W.D. H. H.  
BY  
D. T. H.

**Subcontract Change Order**



Norcrest Elementary SBBC Project 0561-24-01 Project # 3-70011  
3851 NE 16th Avenue Tel: 954-786-1036 Fax: 954-786-1857  
Pompano Beach, FL 33084

Date: 4/29/2009  
To Subcontractor/Vendor:  
Lotspeich Co. of Florida, Inc.  
6351 N. W. 28th Way  
Fort Lauderdale, FL 33309

Contract Number: 3-70011-023  
Change Order Number: 003

The Contract is hereby revised by the following items:

Add 1-3070 Wood Door with Narrow Lite prefinished, 60 minute to replace damaged door by the SBBC

PCO	Item #	Budget Code	Description	Amount
079	001	03-08-08004-FR-002-S	Door/Frames/Add 1 3070 Door with narrow lite prefinished, 60 minute, to replace damaged door by the SBBC	\$ 1,071.04
Materials: 594.00				
tax: 35.00				
10% 83.03				
4% 27.03				
Labor 350.00				
total 1071.04				

*Bldg #15*

Amount 1,071.04

Modification to this document shall render it void. Not Valid until signed by the Contractor and Subcontractor

The original Contract Value was.....	\$ 303,649.00
Sum of changes by prior Subcontract Change Orders.....	\$ 253.00
The Contract Value prior to this Subcontract Change Order was.....	\$ 303,902.00
The Contract Value will be changed by this Subcontract Change Order in the amount of.....	\$ 1,071.04
The new Contract Value including this Subcontract Change Order will be .....	\$ 304,973.04

Note: Please sign both copies, please forward both copies of this change order to your Surety agent for their signature acknowledging their receipt. Please return one copy of the fully executed document, including Surety signature to our office immediately. Payment for this change order cannot be released until the executed document is received.

The Surety, by signing below, acknowledges this Change Order and the modification to the Subcontract Agreement and agrees that the Penal Sum of the Payment and Performance Bonds it issued for this Project, naming Stiles as Obligee and the Subcontractor as Principal, shall be adjusted by the amount of this Change Order. Thank you.

Stiles Construction Co.  
CONTRACTOR  
300 S E 2nd Street  
Fort Lauderdale, FL 33301  
SIGNATURE *[Signature]*  
PRINT NAME *[Name]*  
DATE *4-29-09*

Lotspeich Co. of Florida, Inc.  
SUBCONTRACTOR/VENDOR  
6351 N. W. 28th Way  
Fort Lauderdale, FL 33309  
SIGNATURE *[Signature]*  
PRINT NAME *[Name]*  
DATE *5/4/09*

Travelers Casualty and Surety  
Company of America  
SURETY COMPANY  
\* SEE NOTE BELOW \*  
SIGNATURE *[Signature]*  
PRINT NAME Michael A. Holmes,  
DATE Attorney-In-Fact  
*May 11, 2009*

\* Note to Surety Company: Important! Please attach Power of Attorney with raised seal \*

Sub's Copy

Subcontract Change Order

STILES CONSTRUCTION Invest·Build·Manage

Norcrest Elementary SBBC Project 0561-24-01 3951 NE 18th Avenue Pompano Beach, FL 33064

Project # 3-70011 Tel: 954-786-1936 Fax: 954-786-1857

Date: 10/28/2009 To Subcontractor/Vendor: Lotspach Co. of Florida, Inc. 6351 N. W. 28th Way Fort Lauderdale, FL 33309

Contract Number: 3-70011-023 Change Order Number: 006

The Contract is hereby revised by the following items:

Additional Doors and Frame per the SBBC Custodial Staff

Table with 5 columns: PCO, Item #, Budget Code, Description, Amount. Row 1: 090, 001, 03-08-08004-FR-004-S, Door/Frames/Additional Door and Frame per the SBBC custodial staff, \$ 3,007.50

Amount 3,007.50 -E

Modification to this document shall render it void. Not Valid until signed by the Contractor and Subcontractor

Summary table with 2 columns: Description, Amount. Rows include original contract value, sum of changes, and new contract value including this order.

Note: Please sign both copies, please forward both copies of this change order to your Surety agent for their signature acknowledging their receipt. Please return one copy of the fully executed document, including Surety signature to our office immediately. Payment for this change order cannot be released until the executed document is received.

The Surety, by signing below, acknowledges this Change Order and the modification to the Subcontract Agreement and agrees that the Penal Sum of the Payment and Performance Bonds it issued for this Project, naming Stiles as Obligor and the Subcontractor as Principal, shall be adjusted by the amount of this Change Order. Thank you.

Stiles Construction Co. CONTRACTOR 300 S.E. 2nd Street Fort Lauderdale, FL 33301 SIGNATURE [Signature] PRINT NAME [Name] DATE [Date]

Lotspach Co. of Florida, Inc. SUBCONTRACTOR/VENDOR 6351 N. W. 28th Way Fort Lauderdale, FL 33309 SIGNATURE [Signature] PRINT NAME [Name] DATE [Date]

Travelers Casualty and Surety Company of SURETY COMPANY America \* SEE NOTE BELOW\* SIGNATURE [Signature] PRINT NAME Michael A. Holmes DATE November 17, 2009

\* Note to Surety Company: Important! Please attach Power of Attorney with raised seal \*

Handwritten calculations: 2146.50, 861.00, 3007.50

Sub's Copy

Subcontract Change Order



STILES CONSTRUCTION Invest-Build-Manage

Norcrest Elementary SBBC Project 0561-24-01 Project # 3-70011
3951 NE 16th Avenue Tel: 954-786-1936 Fax: 954-786-1857
Pompano Beach, FL 33064

Date: 2/12/2010
To Subcontractor/Vendor:
Lotspeich Co of Florida, Inc
6351 NW 28th Way, Suite A
Ft Lauderdale, FL 33309
Contract Number: 3-70011-023
Change Order Number 007

The Contract is hereby revised by the following items:

Relocate and Re-Install 2 (two) frames that where out of Plumb

Table with 5 columns: PCO, Item #, Budget Code, Description, Amount. Row 1: 101, 001, 03-08-08004-FR-005-S, Door/Frames/Relocate and Re-Install 2 (two) frames that where out of plumb, 2,071 00

Modification to this document shall render it void. Not Valid until signed by the Contractor and Subcontractor

Summary table with 2 columns: Description, Amount. Rows include original contract value, sum of changes, and new contract value including this order.

Note: Please sign both copies, please forward both copies of this change order to your Surety agent for their signature acknowledging their receipt. Please return one copy of the fully executed document, including Surety signature to our office immediately. Payment for this change order cannot be released until the executed document is received.

The Surety, by signing below, acknowledges this Change Order and the modification to the Subcontract Agreement and agrees that the Penal Sum of the Payment and Performance Bonds it issued for this Project, naming Stiles as Oblige and the Subcontractor as Principal, shall be adjusted by the amount of this Change Order. Thank you.

Stiles Construction Co. CONTRACTOR
Lotspeich Co. of Florida, Inc. SUBCONTRACTOR/VENDOR
Travelers Casualty and Surety SURETY COMPANY
Signatures and dates for Contractor, Subcontractor, and Surety.

\* Note to Surety Company: Important! Please attach Power of Attorney with raised seal \*



**PAID**



Phone 954 345 1602 • Fax 954 345 1702

4450 NW 126 Ave. • Suite 105 • Coral Springs, FL 33065

CGC #061436

VIA FAX: (954) 786-1857 (Job Site) & MAIL

**E-mailed**

**CHANGE ORDER REQUEST #12-R-1**

December 17, 2008

Stiles Construction  
300 S.E. 2<sup>nd</sup> Street  
Ft. Lauderdale, Florida 33301  
Attn: Lori Douvris

**PROJECT: NORCREST ELEMENTARY**

A	—	11,334.00
B	—	10,548.90
C	—	2,713.00
D	—	2,716.00
E	—	1,442.00

005

28,753.90

Ladies and Gentlemen:

Division Nine Interiors, Inc. is to perform the following work per change order request number twelve:

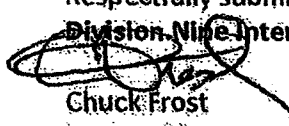
**DESCRIPTION OF WORK:**

Note the following requested changes for the media center:

- 1) Reading room west wall from column line "C" south, provide new chase wall with 1-5/8" studs, 16 on center, 20 gauge, one layer 5/8" one side (10' height by 46 feet)  
ADD \$ 950.00
- 2) AV storage room east wall, provide 2 coat veneer plaster on block wall (10' height by 32 feet)  
ADD \$ 865.00
- 3) TV production room east wall, from column line "C" south, provide same as #1 above (10' height by 14 feet)  
ADD \$ 720.00
- 4) Enclose (3) support columns, widen the soffit above by 24" and enclose new I-Beam in TV Production Room #601H  
ADD \$ 1,750.00
- 5) Fix and patch existing holes  
ADD \$ 415.00
- 6) Remove temporary wall plywood, drywall, studs, and clean up  
ADD \$ 1,214.00
- 7) Header framing, drywall, and taping for additional U-soffit at TV production room #601 H & G  
ADD \$ 2,930.00
- 8) Stucco patches around media building and demo work in AV storage room #601F  
ADD \$ 1,000.00

Sub Total Add	\$ 9,844.00
Overhead & Profit (14%)	\$ 1,378.00
Bond (1%)	\$ 112.00
<b>TOTAL ADD</b>	<b>\$11,334.00</b>

Respectfully submitted,  
Division Nine Interior, Inc.

  
Chuck Frost  
Project Manager

cc: Robert Fischer

**APPROVED!**

SCC # 9

A

**DIVISION NINE INTERIORS, INC.**



Subcontract Change Order

SIGN & RETURN 038 TO STILES!

Norcrest Elementary SBBC Project 0561-24-01 Project # 3-70011
3951 NE 16th Avenue Tel: 954-786-1936 Fax: 954-786-1857
Pompano Beach, FL 33064

Date: 7/10/2008
To Subcontractor/Vendor:
Division Nine Interiors, Inc.
4450 N.W. 126 Avenue, Suite 105
Coral Springs, FL 33067

Contract Number: 3-70011-026
Change Order Number 002

Received
JUL 22 2008
Stiles Accounting

The Contract is hereby revised by the following items:

Additional Drywall Work per Field Conditions Conflicts

Table with columns: PCO, Item #, Budget Code, Description, Amount. Includes items like 'Additional Drywall Work per Field Conditions Conflicts \$ 10,548.90' and 'Additional Chase Walls/Buildout for Column \$2,010.00'.

Total \$10,548.90

Modification to this document shall render it void. Not Valid until signed by the Contractor and Subcontractor

Summary table showing contract value changes: The original Contract Value was \$ 681,943.00, Sum of changes by prior Subcontract Change Orders \$ 24,250.11, The Contract Value prior to this Subcontract Change Order was \$ 706,193.11, The Contract Value will be changed by this Subcontract Change Order in the amount of \$ 10,548.90, The new Contract Value including this Subcontract Change Order will be \$ 716,742.01.

Note: Please sign both copies, please forward both copies of this change order to your Surety agent for their signature acknowledging their receipt. Please return one copy of the fully executed document, including Surety signature to our office immediately. Payment for this change order cannot be released until the executed document is received.

The Surety, by signing below, acknowledges this Change Order and the modification to the Subcontract Agreement and agrees that the Penal Sum of the Payment and Performance Bonds it issued for this Project, naming Stiles as Oblige and the Subcontractor as Principal, shall be adjusted by the amount of this Change Order. Thank you.

Signatures and dates for Stiles Construction Co., Division Nine Interiors, Inc., and First Security Surety Co. Includes dates like 7-14-08 and 7-17-08.

\* Note to Surety Company: Important! Please attach Power of Attorney with raised seal \*

Entered
JUL 22 2008
Stiles Accounting





Phone 954 345 1602 • Fax 954 345 1702  
4450 NW 126 Ave. • Suite 105 • Coral Springs, FL 33065  
CGC #061436

VIA FAX: (954) 786-1857 (Job Site) & MAIL

**CHANGE ORDER REQUEST #9-REVISED**

August 28, 2008

Stiles Construction  
300 S.E. 2<sup>nd</sup> Street  
Ft. Lauderdale, Florida 33301

Attn: Lori Douvris

**PROJECT: NORCREST ELEMENTARY**

Ladies and Gentlemen:

Division Nine Interiors, Inc. is to perform the following work per change order request number nine revised:

DESCRIPTION OF WORK: (See Extra Work Order)

In reference to Extra Work Order #925, dated 7/28/08. As directed, scratch and float finish at soffits in the PE building.

Please ADD \$2,713.00 to our contract price

BREAKDOWN:

Materials:	\$ 259.00
Labor:	\$ 2,097.00
Overhead & Profit (14%):	\$ 330.00
Bond: 1%	\$ 27.00
<b>TOTAL ADD</b>	<b>\$ 2,713.00</b>

**APPROVED**

*(Handwritten circle around the total add amount)*

*C*

Respectfully submitted,  
Division Nine Interior, Inc.

*(Handwritten signature)*  
Chuck Frost  
Project Manager

cc: Robert Fischer



**STILES**  
CONSTRUCTION  
Invest·Build·Manage

Subcontract Change Order

Received  
JUL 09 2010

Stiles Accounting

Norcrest Elementary SBBC Project 0561-24-01 Project # 3-70011  
3951 NE 16th Avenue Tel: 954-786-1936 Fax: 954-786-1857  
Pompano Beach, FL 33064

Date: 6/18/2010  
To Subcontractor/Vendor:  
Division Nine Interiors, Inc.  
4900 North Travelers Palm Lane Contract Number: 3-70011-026  
Tamarac, FL 33319 Change Order Number 010

The Contract is hereby revised by the following items:

Additional Framing and Drywall to cover pipes and ships ladder required not shown on plans.

PCO	Item #	Budget Code	Description	Amount
108	001	03-11-11400-FR-002-S	Foodservice Equipment/ Additional Framing and Drywall to cover pipes and ships Ladder required not shown on plans.	\$ 2,716.00

Modification to this document shall render it void. Not Valid until signed by the Contractor and Subcontractor

The original Contract Value was.....	\$	681,943.00
Sum of changes by prior Subcontract Change Orders.....	\$	63,541.01
The Contract Value prior to this Subcontract Change Order was.....	\$	745,484.01
The Contract Value will be changed by this Subcontract Change Order in the amount of.....	\$	2,716.00
The new Contract Value including this Subcontract Change Order will be.....	\$	748,200.01

Note: Please sign both copies, please forward both copies of this change order to your Surety agent for their signature acknowledging their receipt. Please return one copy of the fully executed document, including Surety signature to our office immediately. Payment for this change order cannot be released until the executed document is received.

The Surety, by signing below, acknowledges this Change Order and the modification to the Subcontract Agreement and agrees that the Penal Sum of the Payment and Performance Bonds it issued for this Project, naming Stiles as Oblige and the Subcontractor as Principal, shall be adjusted by the amount of this Change Order. Thank you.

RETURNS TO ✓

Stiles Construction Co. CONTRACTOR 300 S.E. 2nd Street Fort Lauderdale, FL 33301	Division Nine Interiors, Inc SUBCONTRACTOR/VENDOR 4900 North Travelers Palm Lane Tamarac, FL 33319	First Interiors Surety, Inc. SURETY COMPANY.
SIGNATURE <i>[Signature]</i>	SIGNATURE <i>[Signature]</i>	* SEE NOTE BELOW
PRINT NAME <i>Paul Frazier</i>	PRINT NAME <i>Charles Frost</i>	SIGNATURE <i>[Signature]</i>
DATE <i>6-21-10</i>	DATE <i>7-6-10</i>	PRINT NAME <i>Robert Brown</i>
		DATE <i>7-2-10</i>

\* Note to Surety Company: Important! Please attach Power of Attorney with raised seal \*

Entered  
JUL 09 2010  
Stiles Accounting

PLEASE RETURN THIS ORIGINAL - NO COPIES!

STILES COPY



Subcontract Change Order

PLEASE SIGN & FORWARD TO YOUR BONDING COMPANY TO SIGN & RETURN TO STILES FOR PAYMENT

Norcrest Elementary SBBC Project 0561-24-01
3951 NE 16th Avenue
Pompano Beach, FL 33064

Project # 3-70011
Tel: 954-786-1936 Fax: 954-786-1857

Received

JUN 24 2009

Stiles Accounting

Date: 1/19/2009

To Subcontractor/Vendor:
Division Nine Interiors, Inc.
4450 N.W. 126 Avenue, Suite 105
Coral Springs, FL 33067

Contract Number: 3-70011-026
Change Order Number 004

The Contract is hereby revised by the following items:

Addition Shop Drawings required per the SBBC

Table with 5 columns: PCO, Item #, Budget Code, Description, Amount. Row 1: 075, 006, 03-09-09210-FR-002-S, Drywall Mill Stds/Fur/Additional Shop Drawings required for the SBBC, 1,442.00.

Modification to this document shall render it void. Not Valid until signed by the Contractor and Subcontractor

Summary table with 2 columns: Description, Amount. Rows include original contract value, changes, and new total value.

Note: Please sign both copies, please forward both copies of this change order to your Surety agent for their signature acknowledging their receipt.

The Surety, by signing below, acknowledges this Change Order and the modification to the Subcontract Agreement and agrees that the Penal Sum of the Payment and Performance Bonds it issued for this Project, naming Stiles as Obligee and the Subcontractor as Principal, shall be adjusted by the amount of this Change Order.

RETURN TO

Stiles Construction Co.
CONTRACTOR
300 S.E. 2nd Street
Fort Lauderdale, FL 33301
SIGNATURE: [Signature]
PRINT NAME: Harold [Name]
DATE: 1-20-09

Division Nine Interiors, Inc.
SUBCONTRACTOR/VENDOR
4450 N.W. 126 Avenue, Suite 105
Coral Springs, FL 33067
SIGNATURE: [Signature]
PRINT NAME: Charles Frost
DATE: 2-19-09

First Surety Co.
SURETY COMPANY
\* SEE NOTE BELOW \*
SIGNATURE: [Signature]
PRINT NAME: Robert [Name]
DATE: 2-25-09

\* Note to Surety Company: Important! Please attach Power of Attorney with raised seal \*

Printed on: 1/19/2009 Current Projects

Entered JUN 24 2009 Stiles Accounting

RECEIVED DIVISION NINE FEB 09 2009 INTERIORS, INC.

# EXHIBIT A-52

## Subcontract Change Order Log

CO No	Date	Description	Status	NTP	Executed	Days	Appr Amt
-------	------	-------------	--------	-----	----------	------	----------

Side of the Property

CO # Approved for PAW Plumbing

Revised Contract Amount: 465,010

CO # 001 PAW Construction Co, Inc Original Contract Amount: 9,630

001	5/20/2008	Per the request of the SBBC Ceramic/Additional cost for higher grade color selection and and pattern layout in all buildings.	Approved			0	9,630
-----	-----------	---	----------	--	--	---	-------

Revised Contract Amount: 167,337

CO # 001 PAW Construction Co, Inc Original Contract Amount: 242,139

001	6/23/2008	Additional Acoustical Ceiling and Sound Panels /Plan Revisions to Building Department Comments and Design Changes GMP Admendment				0	16,313
002	12/8/2008	Per the request of the SBBC Acoustical and VCT changes in Building #15 and Building #6				0	5,301
003	1/29/2010	Per the request of the SBBC Added Black VCT to Stage not shown in the drawings and the original is on job site no credit	Approved			0	927
004	3/31/2010	Per the SBBC Safety Additional Safety Rubber Flooring Required at the Stage Stairs not shown in drawings.	Approved			0	3,140
005	8/6/2010	Per the request of the SBBC Repair Ceiling Grid in Kitchen	Approved			0	154

Revised Contract Amount: 242,139

CO # 001 PAW Construction Co, Inc Original Contract Amount: 101,672

001	2/29/2008	Paint & Stain Tax Savings DOPP credit back to the SBBC for Paint and Paint Products.				0	(29,733)
002	11/20/2008	Per the request of the SBBC Paint & Stain/Prep and Paint Firepiping/Extra Painting and Patching on existing Building #7				0	2,300
003	1/19/2009	Per the Request of the SBBC additional Paint Building #7 and Misc. Touch Up Paint in Building #15 and #6	Approved			0	1,087
004	5/28/2009	Additional Paint per Added Generator Building Change Order #2-ASI #2				0	1,127
005	8/28/2009	Per the request of the SBBC Touch up Approved Paint existing school	Approved			0	920

Revised Contract Amount: 101,672

**K & K Consultants, Inc.**  
*A Special Kind of Care in Post-Construction Cleaning*

*kkconsultants@bellsouth.net*  
Coral Springs, FL 33065

Phone: (305) 773-8977  
Fax: (954) 755-0992

# INVOICE

## Invoice No.: 04032010-02

May 15<sup>th</sup>, 2010

**STILES CONSTRUCTION COMPANY**  
300 S.E. 2<sup>nd</sup> Street  
Fort Lauderdale, FL 33301

**Received**

**MAY 13 2010**

**Stiles Accounting**

**SERVICES RENDERED AT:**

**Project: NORCREST ELEMENTARY SCHOOL**  
**Job No.: 3-70011**

**SERVICES REQUESTED BY:**

**Mr. Randy Zerra**  
**Project Executive**

**JOB DESCRIPTION:**

**PHASE II - Final General Cleaning Services**  
**PHASE III - Final Wipe down**

**SERVICES REQUESTED BY:**

**Mr. Randy Zerra**  
**Project Executive**

**Ent**  
**MAY**  
**Stiles**

	0.
	0.
<b>A</b>	<b>3,290.</b>
<b>B</b>	<b>1,750.</b>
<b>C</b>	<b>1,265.37</b>
<b>D</b>	<b>850.</b>
<b>E</b>	<b>200.</b>
	<b>7,355.37</b>

The work was executed as per the request of a Stiles Construction official. D<sub>1</sub> and signed tickets of work performed are available upon request.

PHASE II - 100% OF THE WORK COMPLETED (SIGNED AND APPROVED)

PHASE III - 100% OF THE WORK COMPLETED (SIGNED AND APPROVED)

TOTAL AMOUNT DUE: **\$3,290.00** **A**

Thank you, for your business. Please make check out to **K & K CONSULTANTS, INC.**

*R. Zerra*  
*70011*  
*9720*  
*5.13.10*

APP  VENDOR **52936** EXT **REC**  
 JOB # **70011** CODE **9720** CAT \_\_\_\_\_  
 CL # \_\_\_\_\_  
 SERIAL \_\_\_\_\_ DO \_\_\_\_\_ FROM \_\_\_\_\_  
 DATE PD \_\_\_\_\_ OK # \_\_\_\_\_ RENEW \_\_\_\_\_

*K & K Consultants, Inc.*  
*A Special Kind of Care in Post-Construction Cleaning*

*kkkconsultants@bellsouth.net*  
*Coral Springs, FL 33065*

*Phone: (305) 773-8977*  
*Fax: (954) 755-0992*

**INVOICE**  
**Invoice No.: 04032010-01**

**Received**  
**APR 21 2010**

**Stiles Accounting**

April 19<sup>th</sup>, 2010

STILES CONSTRUCTION COMPANY  
300 S.E. 2<sup>nd</sup> Street  
Fort Lauderdale, FL 33301

SERVICES RENDERED AT:  
Project: NORCREST ELEMENTARY SCHOOL  
Job No.: 3-70011

SERVICES REQUESTED BY:  
Mr. Randy Zerra  
Project Executive

JOB DESCRIPTION:  
PHASE I - Post Construction Cleaning Services

SERVICES REQUESTED BY:  
Mr. Randy Zerra  
Project Executive

*R. Zerra*  
*APR 21 2010*  
*9720*  
*70011*

APP \_\_\_\_\_ VENDOR # 52936 EXT UAC  
JOB # 70011 CODE 9720 CAT \_\_\_\_\_  
GL # \_\_\_\_\_  
JFIN AP \_\_\_\_\_ GC \_\_\_\_\_ RUN # \_\_\_\_\_  
DATE PD \_\_\_\_\_ CK # \_\_\_\_\_ REVIEW \_\_\_\_\_

The work was executed as per the request of a Stiles Construction official. Description and signed tickets of work performed are available upon request.

PHASE I - 100% OF WORK COMPLETED (SIGNED AND APPROVED)

TOTAL AMOUNT DUE: **\$1,750.00** *B*

Thank you, for your business. Please make check out to K & K CONSULTANTS, INC.

**Entered**  
**APR 21 2010**  
**Stiles Accounting**

*K & K Consultants, Inc.*  
*A Special Kind of Care in Post-Construction Cleaning*

knkconsultants@bellsouth.net  
Coral Springs, FL 33065

Phone: (305) 773-8977  
Fax: (954) 755-0992

**INVOICE**  
**Invoice No.: 04032010-03**

July 7<sup>th</sup>, 2010

STILES CONSTRUCTION COMPANY  
300 S.E. 2<sup>nd</sup> Street  
Fort Lauderdale, FL 33301

**Received**  
**JUL 08 2010**  
Stiles Accounting

SERVICES RENDERED AT:  
Project: NORCREST ELEMENTARY SCHOOL  
Job No.: 3-70011

SERVICES REQUESTED BY:  
Mr. Randy Zerra  
Project Executive  
JOB DESCRIPTION:  
EXTRA CLEANING SERVICES  
SERVICES REQUESTED BY:  
Mr. Mark Ford  
Project Superintendent

*R. Zerra*  
*9720*  
*70011*  
*7/7/10*

APP \_\_\_\_\_ VENDOR # 52936 EXT WCC  
JOB # 70011 CODE 9720 CAT \_\_\_\_\_  
GL # \_\_\_\_\_  
JRN AP \_\_\_\_\_ SC \_\_\_\_\_ RUN # \_\_\_\_\_  
DATE PD \_\_\_\_\_ CK # \_\_\_\_\_ REVIEW \_\_\_\_\_

- June 21<sup>st</sup>, 2010 - 1 employee 8.0 hours (7:00 am - 3:30 pm) @ \$16.80 per hour
- June 22<sup>nd</sup>, 2010 - 1 employee 8.0 hours (7:00 am - 3:30 pm) @ \$16.80 per hour
- June 23<sup>rd</sup>, 2010 - 1 employee 8.0 hours (7:00 am - 3:30 pm) @ \$16.80 per hour
- June 25<sup>th</sup>, 2010 - 1 employee 6.0 hours (10:00 am - 4:30 pm) @ \$16.80 per hour
- June 29<sup>th</sup>, 2010 - 1 employee 8.0 hours (7:00 am - 3:30 pm) @ \$16.80 per hour

The work was executed as per the request of a Stiles Construction official. Description and signed tickets of work performed are available upon request.

TOTAL AMOUNT OF HOURS: 38 HOURS @ \$16.80 PER HOUR = \$638.40  
TOTAL AMOUNT FOR WAX CONT: \$626.97

TOTAL AMOUNT DUE: \$1,265.37 C

Thank you, for your business. Please make check out to K & K CONSULTANTS, INC.

**Entered**  
**JUL 08 2010**  
Stiles Accounting

K & K Consultants, Inc.  
A Special Kind of Care in Post-Construction Cleaning

knkconsultants@bellsouth.net  
Coral Springs, FL 33065

Phone: (305) 773-8977  
Fax: (954) 755-0992

INVOICE  
Invoice No.: 07252009-02

Received

APR 21 2010

Stiles Accounting

April 1<sup>st</sup>, 2010

STILES CONSTRUCTION COMPANY  
300 S.E. 2<sup>nd</sup> Street  
Fort Lauderdale, FL 33301

Attn: Accounts Payable

JOB DESCRIPTION:

Cleaning services to: / BLD # 14

JOB NAME:

Norcrest Elementary School

SERVICES REQUESTED BY:

Mrs. Lori Douvris  
Project Manager

*R. 20011  
70011  
APRIL 20, 2010  
9720*

AP# \_\_\_\_\_ VENDOR# 52936 EXT upc  
JOB# 70011 CODE 9720 CAT \_\_\_\_\_  
GL # \_\_\_\_\_  
JRN AP \_\_\_\_\_ SC \_\_\_\_\_ RUN # \_\_\_\_\_  
DATE PD \_\_\_\_\_ OK# \_\_\_\_\_ REVIEW \_\_\_\_\_

SERVICES RENDERED ON:

December 1<sup>st</sup>, 2010 – December 31<sup>st</sup>, 2010  
January 1<sup>st</sup>, 2010 – January 31<sup>st</sup>, 2010  
February 1<sup>st</sup>, 2010 – February 28<sup>th</sup>, 2010  
March 1<sup>st</sup>, 2010 – March 31<sup>st</sup>, 2010

\$200.00  
\$250.00  
\$200.00  
\$200.00

TOTAL AMOUNT DUE: \$850.00 ✓ D

Thank you, for your business. Please make check out to K & K CONSULTANTS, INC.

Entered

APR 21 2010

Stiles Accounting



Item # 1  
**EXHIBIT A-53**

**K & K Consultants, Inc.**  
*A Special Kind of Care in Post-Construction Cleaning*

*\* Only 3739.00*

knkconsultants@bellsouth.net  
Coral Springs, FL 33065

Phone: (305) 773-8977  
Fax: (954) 755-0992

*of his work was billed to kitchen rest to Final Clean Item #59*

# INVOICE

## Invoice No.: 07252009-03

May 1<sup>st</sup>, 2010

**STILES CONSTRUCTION COMPANY**  
300 S.E. 2<sup>nd</sup> Street  
Fort Lauderdale, FL 33301

**Received**  
MAY 13 2010  
Stiles Accounting

Attn: Accounts Payable

JOB DESCRIPTION:  
Cleaning services to: *BUILDING # 14*

JOB NAME:  
Norcrest Elementary School  
SERVICES REQUESTED BY:  
Mrs. Lori Douvris  
Project Manager

**Entered**  
MAY 14 2010  
S Accounting

SERVICES RENDERED ON:  
April 1<sup>st</sup>, 2010 – April 30<sup>th</sup>, 2010 \$200.00

**TOTAL AMOUNT DUE: \$200.00**

Thank you, for your business. Please make check out to K & K CONSULTANTS

*R. [unclear]  
70011  
9720  
5-13-10*

AMP \_\_\_\_\_ VENDOR# 52936 EXT \_\_\_\_\_  
JOB# 70011 CODE 9720 CAT. \_\_\_\_\_  
GL# \_\_\_\_\_  
JUN AP \_\_\_\_\_ NO. \_\_\_\_\_ RUN# \_\_\_\_\_  
DATE PD. \_\_\_\_\_ OK# \_\_\_\_\_ REVIEW# \_\_\_\_\_

**Subcontract Change Order**



**Norcrest Elementary SBBC Project 0561-24-01**  
3951 NE 16th Avenue  
Pompano Beach, FL 33064

**Project # 3-70011**  
Tel: 954-786-1936 Fax: 954-786-1857

**Date: 1/19/2009**  
**To Subcontractor/Vendor:**  
National Stage & Window  
236 S. Military Trail  
Deerfield Beach, FL 33442

**Contract Number:** 3-70011-013  
**Change Order Number** 0012

**Received**  
**JAN 22 2009**  
**Stiles Accounting**

**The Contract is hereby revised by the following items:**

Reconciliation Between Timberline and Prolog

PCO	Item #	Budget Code	Description	Amount
076	001	03-10-10510-IB-001-S	Misc. Specialties/Budget Reconciliation between Timberline and Prolog	\$ 193.40

IN HOUSE CHANGE ORDER ONLY.....

**Modification to this document shall render it void. Not Valid until signed by the Contractor and Subcontractor**

The original Contract Value was.....	\$	19,088.00
Sum of changes by prior Subcontract Change Orders.....	\$	0.00
The Contract Value prior to this Subcontract Change Order was.....	\$	19,088.00
The Contract Value will be changed by this Subcontract Change Order in the amount of.....	\$	193.40
The new Contract Value including this Subcontract Change Order will be.....	\$	19,281.40

**Note: Please sign both copies and return ONE to our office as soon as possible. Thank You!!**

*Enter as 0 -  
to fix contract  
value in Prolog.*

Stiles Construction Co.  
**CONTRACTOR**  
300 S.E. 2nd Street  
Fort Lauderdale, FL 33301

National Stage & Window  
**SUBCONTRACTOR/VENDOR**  
236 S. Military Trail  
Deerfield Beach, FL 33442

SIGNATURE *[Signature]*  
By *[Signature]*  
DATE 1-21-09

SIGNATURE \_\_\_\_\_  
By \_\_\_\_\_  
DATE \_\_\_\_\_

**Entered**  
**JAN 22 2009**  
**Stiles Accounting**

# EXHIBIT A-55

## Subcontract Change Order Log

054

CC No.	Date	Description	Status	Amount	Balance
001	1/4/2008	Add to Ols contract to furnish and install elevator pit ladder per the request of the SBBC not shown in the drawings	Approved	0	450
002	4/21/2008	Elevator Tax Savings DOPD credit back to SBBC for Elevator	Approved	0	(24,778)
003	7/29/2008	Per request of the SBBC Elevator Additional overtime to work over the weekend to complete elevator installation.	Approved	0	2,400
004	10/8/2008	Per the request of the SBBC Elevator Add to contract additional overtime to complete inspections	Approved	0	2,400

2850.00  
 21,002  
 20,572

Revised Contract Amount:

001	8/23/2008	Shell Door Deduct/Delete 11 Hollow Metal Borrowed Life Frames due to change in frames to aluminum not shown in plans per the request of the SBBC.		0	(2,230)
002	10/9/2008	Shell Door/Fram/Hldw/Plane Wood doors and Adjust Hollow Metal Door Frame installed by others/Replaced Hurricane Door Louver Vandalized during break in/Add 6 Overhead door stops and 2 Kickplates per the request of the SBBC.	Approved	0	2,483
003	4/29/2009	Add 1-3070 Wood Door with Narrow Lite prefinished, 60 minute to replace damaged door by the SBBC.	Approved	0	1,071
004	5/28/2009	Additional Door per <del>ASB</del> Generator Building ASI <del>Change Order #2</del>		0	2,671
005	6/28/2009	Add Two Hotel Function Locksets requested by the SBBC Lockshop	Approved	0	1,160
006	10/28/2008	Additional Doors and Frame per the SBBC Custodial Staff damaging them	Approved	0	3,008
007	2/12/2010	Relocate and Re-install 2 (two) frames that where out of Plumb per the SBBC custodial staff jamming a broom to keep them wedged open	Approved	0	2,071
008	9/14/2010	Additional Hardware Requested by the SBBC	Approved	0	1,259

Revised Contract Amount:

315,142

317,208  
 sub contract

001	5/18/2010	Additional Refrigerator required not shown on Plans requested per the SBBC	Approved	0	870
-----	-----------	--	----------	---	-----

Revised Contract Amount:

3,701

FROM :

FAX NO. :

**BCS Elevating Device  
Job 021447376-001 (08-00158)**

**Processes**

Assigned To	Status	Outcome	Scheduled		Actual	
			Start	Completed	Start	Completed
BCS Receive Elevator Construction Permit Application ABOUSQUET, ACSIMON, ALINARES	Complete	Received				Jun 18, 2008 13:23:48
BCS Fees Accepted BALLESTER, EVEIT, HSPERMITTI	Complete	Fees Accepted	Jun 18, 2008	Jun 19, 2008	Jun 18, 2008	Jun 19, 2008 11:45:46
Revenue Collector Payment BCS Review Elevator Plans ABOUSQUET, ACSIMON, ALINARES	Complete	Approved as Noted				Jun 23, 2008 09:17:43
BCS Issue Elevator Permit ABOUSQUET, ACSIMON, ALINARES	Complete	Permit Issued				Jun 23, 2008 09:18:19
BCS Inspect Elevator MEDWARDS	Complete	Disapproved with Penalty				Oct 08, 2008 19:26:10

**Fees**

Description	Posted Date	Amount	Tax	Total	Balance
Permit Fee Receipt Number: 102635		\$515.00 (\$515.00)	\$0.00 \$0.00	\$515.00 (\$515.00)	\$0.00
Reinspection Fee		\$200.00	\$0.00	\$200.00	\$200.00
OVERTIME INSPTN, MARK E.		\$464.00	\$0.00	\$464.00	\$664.00
					<del>\$464.00</del> \$664.00

**Notes**

**Documents**

**Subcontract Change Order Log**

9/2, 08, 1, 20

[Redacted]

**Revised Contract Amount: 36,667**

001	6/23/2008	Added Aluminum Canopy/Plan Revisions to Building Department Comments and Design Changes GMP Amendment	Approved
002	8/19/2008	Per the SBBC Aluminum Canopy/Plan Canopy Bands at two places to accommodate well mounted lights, conflict in the drawings	Approved
003	9/4/2008	Per the request of SBBC conflicts in the Aluminum Canopy/add three suspended Canopies, four new U-bands and an 6"x6" beam 10'-10"	Approved
004	11/15/2010	Aluminum Canopy Reconciliation Contract	Approved

\*  
\*  
\*

A — 3,467. +  
 B — 946. +  
 C — 1,195. +  
 D — 2,000. +  
7,608. \*

**Revised Contract A**

001	2/20/2008	Equipment Tax Savings. DOPP credit back to the SBBC for Fire Service Equipment.	Approved
-----	-----------	---	----------

**Revised Contract A**

001	6/23/2008	Added Fire Pump/Plan Revisions to Building Department Comments and Design Changes GMP Amendment	0	36,145	
002	6/30/2008	Per the SBBC Additional Approved Fire Sprinklers	0	3,467	A
003	8/7/2008	Fire sprinklers relocate sprinkler line per coordination purpose and conflict with the drawings per the SBBC	0	946	B
004	10/9/2008	Add to Contract for the addition of delivery of the Fire Pump per the SBBC not taken into account the cost	0	2,000	
005	10/29/2008	Per the SBBC additional Fire sprinklers Overhead for Firepump Start Up	0	1,195	C
006	12/18/2008	Add to contract for an additional Fire Pump Test requested by the SBBC.	0	925	

Overpriced?  
Cost

\*  
\*  
\*  
\*

**Revised Contract Amount: 151,699**

Subcontract Change Order



Received

NOV 03 2008

Norcrest Elementary SBBC Project 0561-24-01  
3951 NE 16th Avenue  
Pompano Beach, FL 33064

Project # 3-70011  
Tel: 954-786-1936 Fax: 954-786-1857

Stiles Accounting

Date: 10/9/2008  
To Subcontractor/Vendor:  
Caribbean Fire, Inc.  
3856 SW 30th Avenue  
Hollywood, Fl 33312

Contract Number: 3-70011-020  
Change Order Number 004

The Contract is hereby revised by the following items:

Add to Contract for the addelation of delivery of the Fire Pump

PCO	Item #	Budget Code	Description	Amount
0085	001	03-15-15410-FR-001-S	Firesprinklers/Add to contract for dellevary of Fire Pump	\$ 2,000.00

Red Hot Shipping \$2000.00

Modification to this document shall render it void. Not Valid until signed by the Contractor and Subcontractor

The original Contract Value was.....	\$ 107,331.00
Sum of changes by prior Subcontract Change Orders.....	\$ 39,557.80
The Contract Value prior to this Subcontract Change Order was.....	\$ 148,888.80
The Contract Value will be changed by this Subcontract Change Order in the amount of.....	\$ 2,000.00
The new Contract Value including this Subcontract Change Order will be.....	\$ 148,888.80

Note: Please sign both copies, please forward both copies of this change order to your Surety agent for their signature / acknowledging their receipt. Please return one copy of the fully executed document, including Surety signature to our office immediately. Payment for this change order cannot be released until the executed document is received.

The Surety, by signing below, acknowledges this Change Order and the modification to the Subcontract Agreement and agrees that the Penal Sum of the Payment and Performance Bonds it issued for this Project, naming Stiles as Obligee and the Subcontractor as Principal, shall be adjusted by the amount of this Change Order. Thank you.

RETURN TO

Stiles Construction Co. CONTRACTOR 300 S.E. 2nd Street Fort Lauderdale, Fl 33301 SIGNATURE <i>[Signature]</i> PRINT NAME <i>Randy Zerk</i> DATE <i>10.10.08</i>	Caribbean Fire, Inc. SUBCONTRACTOR/VENDOR 3856 SW 30th Avenue Hollywood, Fl 33312 SIGNATURE <i>[Signature]</i> PRINT NAME <i>Randy Zerk</i> DATE <i>10.10.08</i>	Contractors Bonding and Insurance SURETY COMPANY Company * SEE NOTE BELOW * SIGNATURE <i>[Signature]</i> PRINT NAME <i>Dale Allison Belis</i> DATE <i>10.27.08</i>
---	--	--

\* Note to Surety Company: Important! Please attach Power of Attorney with raised seal \*

Entered  
NOV 03 2008  
Stiles Accounting



Claim For Damages

Received

AUG 12 2008

Stiles Accounting

To: STILES CONSTRUCTION  
300 SE 2ND STREET  
FLR 9  
FT. LAUDERDALE, FL 33301

Date: 02/06/2008  
Page 1 of 1  
Claim #: BLST-62-200712/13-0018-ERP

Charges for Damages to: AT&T SOUTHEAST (BELL SOUTH) FACILITIES  
Occurred/Discovered On or About: 12/05/2007  
Approximate Location: THE SIDE OF 3951 NE 16TH AVE, POMPANO BEACH, FL  
How Damage Occurred: CONSTRUCTION OF NEW SCHOOL BEING BUILT ALONGSIDE OF EXISTING SCHOOL @ 3951 NE 16TH AVE IN POMPANO BEACH FL. CONTRACTOR NEW ABOUT EXISTING FIBER CABLE BUT STILL MANAGED TO DAMAGED AND CUT IN HALF CABLE DURING EXCAVATION WITH BACK HOE.

*\* This was the per SBBC charge*

The following amounts include direct and indirect costs covering repair of this damage including but not limited to personnel, equipment and vehicles.

LABOR COST:	\$1,200.58
MATERIALS:	\$68.23
CONTRACTOR:	\$0.00
LOSS OF USE:	\$2,056.32
OTHER:	\$0.00
<b>TOTAL AMOUNT DUE:</b>	<b>\$3,325.13</b>

\$3,325.13

APP LD VENDOR # 302 EXT wcc PLEASE DO NOT PAY WITH TELEPHONE BILL \*\*\*\*  
JOB # 70011 CODE 16110 CAT \_\_\_\_\_  
G/L # \_\_\_\_\_  
JRN AP \_\_\_\_\_ SC \_\_\_\_\_ RUN# \_\_\_\_\_  
DATE PD \_\_\_\_\_ @k # \_\_\_\_\_ REVIEW \_\_\_\_\_

Remit Payment to:  
AT&T  
909 Chestnut Street  
Room 39-N-13  
St. Louis, MO 63101-3099

\*\* INQUIRIES 800-894-0374 or 800-363-3234 (FAX)

Entered  
AUG 13 2008  
Stiles Accounting

10/24/2008 21:32



Claim For Damages

Received

OCT 24 2008

Stiles Accounting

To: STILES CONSTRUCTION  
300 SE 2ND ST  
FT LAUDERDALE, FL 33301

Date: 09/18/2008  
Page 1 of 1  
Claim #: BLST-62-200806-13-0005-ERP

Charges for Damages to: AT&T SOUTHEAST (BELLSOUTH) FACILITIES  
Occurred/Discovered On or About: 06/03/2008  
Approximate Location: 3951 NE 16TH AVE., POMPANO, FL  
How Damage Occurred: CONTRACTOR DIGGING WITH A BACKHOE

The following amounts include direct and indirect costs covering repair of this damage including but not limited to personnel, equipment and vehicles.

LABOR COST:		\$1,800.90
MATERIALS:	APP <u>attached</u> VENDOR # <u>302</u> EX <u>URC</u>	\$154.99
CONTRACTOR:	JOB # <u>0004</u> CODE <u>1710</u> CAT _____	\$0.00
LOSS OF USE:	GA # _____	\$134.86
OTHER:	JRN AP _____ SC _____ RUN # _____ DATE PD _____ CK # _____ REVIEW _____	\$0.00
<b>TOTAL AMOUNT DUE:</b>		<b>\$2,090.75</b>

(\*\*\*\* PLEASE DO NOT PAY WITH TELEPHONE BILL \*\*\*\*)

Remit Payment to:  
AT&T  
909 Chestnut Street  
Room 39-N-13  
St. Louis, MO 63101-3099

\*\* INQUIRIES 800-894-0374 or 800-363-3234 (FAX)

Entered

OCT 27 2008

Stiles Accounting

*This was for SBBC It  
people for Building #6*





Received  
OCT 24 2008  
Stiles Accounting

STILES CONSTRUCTION  
300 SE 2ND ST  
FT LAUDERDALE, FL 33301

Date: October 20, 2008

RE: AT&T  
Claim Number: BLST-62-200806-13-0005-ERP  
Date of Damage: 06/03/2008  
Amount: \$ 2,090.75  
Location Of Damage: 3951 NE 16TH AVE., POMPANO, FL

Dear Sir / Madam:

The payment for the claim listed above is now delinquent. If you have insurance, please file this claim with your insurance company and provide our office with the name and phone number of your insurance agent.

If you do not have insurance, you need to mail your check immediately to:

AT&T  
Attn: Risk Mgmt.  
909 Chestnut Street  
Room 39-N-13  
St. Louis, MO 63101-3099

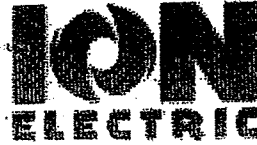
If you believe this claim has been sent to you in error, please contact our office at 800-894-0374.

If we have not received payment by November 4, 2008 or if you have not contacted our office, this claim will be referred for further collection action. If payment has already been submitted for this claim, please disregard this notice.

Sincerely,

AT&T

APP LD VENDOR # \_\_\_\_\_ EXT \_\_\_\_\_  
 JOB # 7001 CODE 110 CAT \_\_\_\_\_  
 GL # \_\_\_\_\_  
 JRN AP \_\_\_\_\_ RC \_\_\_\_\_ RUN # \_\_\_\_\_  
 DATE PD \_\_\_\_\_ CK # \_\_\_\_\_ REVIEW \_\_\_\_\_



June 25, 2008

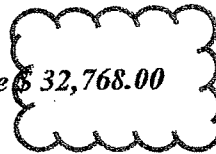
ATT: Miss Lori Douvris  
Stiles Construction  
300 SE 2<sup>nd</sup> St.  
Ft. Lauderdale, FL. 33301

RE: Norcrest Elementary School RCO-04-T&M Tickets Rev No.2

Dear Miss Douvris

Please see the attached proposal for the additional work completed per T&M tickets  
As directed by Stiles Construction.  
For half portion of the overtime only.

*For the electrical price \$ 32,768.00*



Ion Electric thanks you for the opportunity to present this proposal to you.

Should you have any questions, please do not hesitate to contact me at your convenience.

Sincerely,  
Juan Pablo Diaz  
ION ELECTRIC, LLC.

12330 SW 53RD ST.# 704  
COOPER CITY, FL. 33330



OFFICE (954) 434-7432  
FAX (954) 434-7434

## PROPOSAL REQUEST SUMMARY

TO: Stiles Construction  
300 SE 2nd St  
Ft. Lauderdale, FL. 33301

DATE: 6/25/2008

PROJECT: Norcrest Elementary  
OUR JOB #: 07007-Rev.No.2  
REQUEST #: 07007-RCO-04-T&M Tickets

ATTENTION: Lori Douvris

REQUEST DESCRIPTION: Time and Material Tickets Rev 1

1	MATERIAL .....									
2	FREIGHT CARRIER .....									
3	WASTE FACTOR .....		1%	OF LINE 1					\$	-
4	STORAGE FEE .....									
5	RENTAL (LIFTS) .....									
6	QUOTATIONS .....									
7	TOTAL (LINES 1-6) .....								\$	-
8	FLORIDA SALES TAX .....		6.0%	OF LINE 7					\$	-
9	TOTAL (LINES 7 & 8) .....								\$	-
10	SERVICE CHARGE .....			OF LINE 9					\$	-
11	TOTAL MATERIAL (LINES 9 & 10) .....								\$	-
12	LABOR HOURS STRAIGHT TIME			HOURS @					\$	-
13	OVERTIME PREMIUM	298		HOURS @	\$97.50				\$	29,055
14	FOREMAN HRS OVERTIME	33		HOURS @	\$112.50				\$	3,713
15	OVERTIME PREMIUM			HOURS @					\$	-
16	PROJECT MANAGERS HOURS			HOURS @					\$	-
17	ESTIMATOR			HOURS @					\$	-
18	EQUIPMENT OPERATOR HRS			HOURS @					\$	-
19	TOTAL (LINES 12-18) .....								\$	32,768
20	TESTING & CLEANUP .....		0%	OF LINE 19					\$	-
21	LOST TIME FACTOR .....		0%	OF LINE 19					\$	-
22	SAFETY EQUIPMENTS		0%	OF LINE 19					\$	-
23	TOTAL (LINES 19-22) .....								\$	32,768
24	LABOR ESCALATION .....		0%	OF LINE 23					\$	-
25	TOTAL LABOR (LINES 23 & 24) .....								\$	32,768
26	PERMIT FEE .....									
27	ENGINEERING LAYOUT .....									
28	AS BUILT DRAWINGS .....									
29	SITE VEHICLE .....		1%	OF LINE 12					\$	-
30	TOTAL COST (LINES 11, & 25-29) .....								\$	32,768
31	OVERHEAD .....								\$	-
32	SUB-TOTAL (LINES 30 & 31) .....								\$	32,768
33	PROFIT .....								\$	-
34	SUB-TOTAL (LINES 32 & 33) .....								\$	32,768
35	BOND .....								\$	-
36	QUOTATION TOTAL (LINES 34 & 35) .....								\$	32,768

**Subcontract Change Order**



**Norcrest Elementary SBBC Project 0561-24-01**  
 3951 NE 16th Avenue  
 Pompano Beach, FL 33064

**Project # 3-70011**  
 Tel: 954-786-1936 Fax: 954-786-1857

Date: 8/7/2008  
 To Subcontractor/Vendor:  
 ION Electric, LLC  
 12330 SW 53rd Street, #704  
 Cooper City, FL 33330

Contract Number: 3-70011-030  
 Change Order Number 005

The Contract is hereby revised by the following items:

Electrical Approved Overtime/1/2 time on premium time

PCO	Item #	Budget Code	Description	Amount
055	001	03-16-16110-FN-005	Electrical Approved Overtime-1/2 time/premium time	\$ 38,041.00

343.75 X 97.50 = 33,515.63  
 39.50 X 112.50 = 4443.75 + 81.62 = 4,525.37  
 Total 38,041.00

Modification to this document shall render it void. Not Valid until signed by the Contractor and Subcontractor

The original Contract Value was.....	\$ 2,038,776.00
Sum of changes by prior Subcontract Change Orders.....	(\$ 360,065.60)
The Contract Value prior to this Subcontract Change Order was.....	\$ 1,648,710.40
The Contract Value will be changed by this Subcontract Change Order in the amount of.....	\$ 38,041.00
The new Contract Value including this Subcontract Change Order will be.....	\$ 1,686,751.40

**Note:** Please sign both copies, please forward both copies of this change order to your Surety agent for their signature acknowledging their receipt. Please return one copy of the fully executed document, including Surety signature to our office immediately. Payment for this change order cannot be released until the executed document is received.

The Surety, by signing below, acknowledges this Change Order and the modification to the Subcontract Agreement and agrees that the Penal Sum of the Payment and Performance Bonds it issued for this Project, naming Stiles as Obligor and the Subcontractor as Principal, shall be adjusted by the amount of this Change Order. Thank you.

Stiles Construction Co.  
**CONTRACTOR**  
 300 S.E. 2nd Street  
 Fort Lauderdale 33301  
 SIGNATURE *R. Low*  
 PRINT NAME Robert Low  
 DATE 8-12-08

ION Electric, LLC  
**SUBCONTRACTOR/VENDOR**  
 12330 SW 53rd Street, #704  
 Cooper City, FL 33330  
 SIGNATURE *[Signature]*  
 PRINT NAME Joseph Zieger  
 DATE 8/27/08

Safeco Insurance Company of America  
**SURETY COMPANY**  
 \*SEE NOTE BELOW\*  
 SIGNATURE *[Signature]*  
 PRINT NAME C.A. Johnson Attorney-in-Fact  
 DATE 08/27/2008

\* Note to Surety Company: Important! Please attach Power of Attorney with raised seal \*



# Potential Change Orders

Detailed, Grouped by Reason

**Norcrest Elementary SBBC Project 0561-24-01**  
 3951 NE 16th Avenue  
 Pompano Beach, FL 33064

**Project # 3-70011**  
 Tel: 954-786-1936 Fax: 954-786-1857

**Stiles Construction Co.**

**Field Condition**  
 PCO # 055      8/7/2008      Electrical Approved Overtime-1/2 time/premium time      Approved

Category	Reason	Reference	COR Number	PCCO Number
Change Order	Field Condition			

Notes	Task Name	Revenue Code
This was a request/directive by the SBBC to be taken out of buyout and not included in contract and/or drawings or specifications. Needed so we could get the children in the building for safety reasons.		

**Summary:**

	Estimate	Proposed	Approved	Applied
Requested Days: 0	Budget: 0	0	0	0
Approved Days: 0	Cost: 38,041	38,041	38,041	38,041

**Itemized Details:**

General Description	Quote Due	Quote Rec'd	Allocation	Estimated	Proposed	Approved	Applied
001 - P-963 - 03-16-16110-FN-005-S			Budget: No Alloc	0	0	0	0
Electrical Approved Overtime-1/2 time/premium time			Cost: Apprv Cmmt	38,041	38,041	38,041	38,041

38,041

122

**EXHIBIT A-61**

*Sub's Copy*



**STILES**  
CONSTRUCTION  
Invest · Build · Manage

**Subcontract Change Order**

Norcrest Elementary SBBC Project 0561-24-01      Project # 3-70011  
3951 NE 16th Avenue      Tel: 954-786-1936      Fax: 954-786-1857  
Pompano Beach, FL 33064

Date: 5/21/2009  
To Subcontractor/Vendor:  
ION Electric, LLC  
12330 SW 53rd Street, #704  
Cooper City, FL 33330

Contract Number: 3-70011-030  
Change Order Number: 008

*Handwritten notes:*  
7/20/09  
1350  
4602

The Contract is hereby revised by the following items:

Additional Electrical work not shown on plans and additional coordination for the Fire Alarm with the SBBC

PCO	Item #	Budget Code	Description	Amount
081	001	03-16-16110-FR-002-S	Electrical/Additional work not shown on plans/trouble shooting with the SBBC Fire Alarm	4,602.00

Additional F/A piping 1,232.00  
Labor 23 hours 2,012.00 straight time/foreman  
Fixing Ground Fault 22.00  
Labor 30 hours 1336.00 overtime premium  
total 4,602.00

Modification to this document shall render it void. Not Valid until signed by the Contractor and Subcontractor

The original Contract Value was.....	\$ 2,006,776.00
Sum of changes by prior Subcontract Change Orders.....	(\$ 233,178.60)
The Contract Value prior to this Subcontract Change Order was.....	\$ 1,775,597.40
The Contract Value will be changed by this Subcontract Change Order in the amount of.....	\$ 4,602.00
The new Contract Value including this Subcontract Change Order will be.....	\$ 1,780,199.40

Note: Please sign both copies, please forward both copies of this change order to your Surety agent for their signature acknowledging their receipt. Please return one copy of the fully executed document, including Surety signature to our office immediately. Payment for this change order cannot be released until the executed document is received.

The Surety, by signing below, acknowledges this Change Order and the modification to the Subcontract Agreement and agrees that the Penal Sum of the Payment and Performance Bonds it issued for this Project, naming Stiles as Obligees and the Subcontractor as Principal, shall be adjusted by the amount of this Change Order. Thank you.

Stiles Construction Co.  
CONTRACTOR  
300 S.E. 2nd Street  
Fort Lauderdale, Fl. 33301  
SIGNATURE [Signature]  
PRINT NAME Robert Walsh  
DATE 5.21.09

ION Electric, LLC  
SUBCONTRACTOR/VENDOR  
12330 SW 53rd Street, #704  
Cooper City, FL 33330  
SIGNATURE [Signature]  
PRINT NAME Joseph Rieger  
DATE 6/3/09

Safeco Insurance Company of America  
SURETY COMPANY  
\* SEE NOTE BELOW  
SIGNATURE [Signature]  
PRINT NAME E.A. Johnson, Attorney-in-  
DATE 6/02/2009 fact  
Bond No. 65611.03

\* Note to Surety Company: Important! Please attach Power of Attorney with raised seal \*



C & F ELECTRIC, INC.  
 1660 NW 65TH AVENUE  
 SUITE 5  
 PLANTATION, FL 33313

Office: 954-791-1114  
 Fax: 954-791-4448

**Invoice**  
**EXHIBIT A-63** Invoice Number:  
 530-18743.21

Invoice Date:  
 8/15/07

Page:  
 1

RECEIVED

AUG 16 2007

Stiles Accounting

~~C~~  
~~F~~

**Sold To:**

Stiles Construction  
 300 Southeast 2nd Street  
 Ft. Lauderdale, FL 33301

Customer PO	Payment Terms	Job Date
430	C.O.D.	

Quantity	Description	Unit Price
	Labor and material to complete demolition of old Building and re-connect all systems of existing Bldg. #7. See attached breakdown and back-up invoices for materials and labor.	18,743.21

RECEIVED  
 AUG 20 2007  
 Stiles Accounting

APP LD VENDOR # 40947 EXT KCS  
 JOB # 70011 CODE 1000 CAT \_\_\_\_\_  
 GA # \_\_\_\_\_  
 JRN AP \_\_\_\_\_ SC \_\_\_\_\_ RUN # \_\_\_\_\_  
 DATE PD \_\_\_\_\_ CK # \_\_\_\_\_ REVIEW \_\_\_\_\_

Entered  
 AUG 20 2007  
 Stiles Accounting

8-20-  
 Per you pay 9-10-  
 has unit price contract LD

TOTAL INVOICE AMOUNT \$ 18,743.21

Thank you for your business!





Norcrest Elementary School  
Demolition / Re-Connection of Building #7

C&F Electric Materials	\$ 1,893.21 ✓
C&F Labor	\$ 15,470.00 ✓
SimplexGrinnell	\$ 1,380.00 ✓

**Total Costs**

**\$ 18,743.21**

**Kathryn Steindam**

---

**From:** Lori Douvris  
**Sent:** Thursday, August 16, 2007 9:14 AM  
**To:** Kathryn Steindam  
**Subject:** Re: #70011 C&F Electric

No contract yet the demo is on time and material.  
Lori Douvris, PM Stiles Construction Co.

----- Original Message -----  
**From:** Kathryn Steindam  
**To:** Jan Hudson; Lori Douvris  
**Cc:** Randy Zerra  
**Sent:** Thu Aug 16 09:11:43 2007  
**Subject:** #70011 C&F Electric

Hiya,

Received invoice from the above in the amount of \$18,743.21 for demo old building and reconnect all systems of existing Bldg.#7. Is there a contract for this invoice?

Thanks for help.

Kathryn

C & F ELECTRIC, INC.  
1660 NW 65TH AVENUE  
SUITE 5  
PLANTATION, FL 33313

Received  
OCT 16 2007

INVOICE  
EXHIBIT A-64 Invoice Number: 5144596

Invoice Date: 10/15/07

Page: 1

Office: 954-791-1114  
Fax: 954-791-4448

Stiles Accounting

~~C~~  
~~F~~

Sold To:  
Stiles Construction  
300 Southeast 2nd Street  
Ft. Lauderdale, FL 33301

RECEIVED  
OCT 19 2007  
Stiles Accounting

Customer PO	Payment Terms	Job Date
530	C.O.D.	

QTY	Description	AMOUNT
1	Labor and material to supply & install new 2" telephone underground conduits as per Stile request on time & material basis for Norcrest Elementary School.	5,908.93
<p>APP <u>LD</u> VENDOR # <u>40947</u> EXT <u>ure</u>            JOB # <u>70011</u> CODE <u>16110</u> CAT _____            GL # _____            JRN AP _____ SC _____ RUN # _____            DATE PD _____ CK # _____ REVIEW _____</p>		

Entered  
OCT 22 2007  
Stiles Accounting

TOTAL INVOICE AMOUNT \$ 5,908.93

Thank you for your business!

C & F ELECTRIC, INC.  
 1660 NW 65TH AVENUE  
 SUITE 5  
 PLANTATION, FL 33313

Office: 954-791-1114  
 Fax: 954-791-4448

Sold To:  
 Stiles Construction  
 300 Southeast 2nd Street  
 Ft. Lauderdale, FL 33301

**Invoice**  
**EXHIBIT A-65**

Invoice Date:  
 10/15/07

Page:  
 1

**Received**  
**OCT 16 2007**  
**Stiles Accounting**



**Received**  
**OCT 16 2007**  
**Stiles Accounting**

Customer PO	Payment Terms	Job Date
530	C.O.D.	

Quantity	Description	Unit Price
1	Labor and material to supply & install temporary power from existing chiller area to trailer compound, as requested by Stiles Construction representative. Note discounted invoice for Norcrest Elementary School.  APP <u>LD</u> VENDOR # <u>40947</u> EXT <u>wcc</u> JOB # <u>20011</u> CODE <u>1710</u> CAT _____ GL # _____ JRN AP _____ SC _____ RUN # _____ DATE PD _____ CK # _____ REVIEW _____	10,700.00

**RECEIVED**  
**OCT 19 2007**  
**Stiles Accounting**

**Entered**  
**OCT 22 2007**  
**Stiles Accounting**

TOTAL INVOICE AMOUNT

**\$ 10,700.00**

*Thank you for your business!*

11/8/10

Phase Description	Vendor	Invoice	Date	Amount	Totals	Issued to	Subco Brea	0 * *
	52626	12219	9/26/2008	14,560.00		A&S Total Cleaning		3,591.00 +
	43300	105462	3/9/2009	50		A&S Total Cleaning		14,560.00 +
	43300	105543	10/31/2008	2,800.00		A&S Total Cleaning		50.00 +
	52626	14370	4/21/2010	850		K & K Consultants, I		2,800.00 +
	52936	07252009-0	5/14/2010	3,290.00		K & K Consultants, I		850.00 +
	52936	04032010-0	5/14/2010	200		K & K Consultants, I		3,290.00 +
	52936	07252009-0	7/8/2010	1,265.37		K & K Consultants, I		200.00 +
	52936	04032010-0	4/30/2010	1,750.00		K & K Consultants, I		1,265.37 +
	353	Fr. 17.106	11/14/2008	350		Mirage Building Main		1,750.00 +
	355		1/12/2009	975		Mirage Building Main		350.00 +
	356		5/31/2010	-3,734.00		Rcls to Ph# 11.400		975.00 +
					25,947.37			29,681.37 *
10.120 Flag Poles	55967	700111	5/14/2009	2,893.86		Advanced Recreationa		29,681.37 +
	353		5/31/2009	-2,893.86		Rcls to Ph# 10.600		29,681.37 +
				.00*				3,734.00 -
10.310 Sign Blding F	35790	52834	9/10/2008	207.68		Baron Signs Manufact		25,947.37 *
	35790	700111	6/2/2008	1,140.50		Baron Signs Manufact		
	35790	700112	8/25/2008	11,885.19		Baron Signs Manufact		
	35790	700113	11/26/2008	18,546.82		Baron Signs Manufact		
	35790	700114	12/22/2008	3,381.49		Baron Signs Manufact		
	35790	54064	1/16/2009	465		Baron Signs Manufact		
					35,626.68		35,626.68	
10.510 Misc. Special	41580	700111	8/25/2008	20,000.00		Engineered Equipment	20,000.00	
Metal Shelving	57292	47532	4/30/2010	4,261.20		Parsteel Shelving Co		4,261.20
				4,772.12		Parsteel Shelving Co		
					29,033.32		20,000.00	4,261.20
10.400 Directories	54890	700111	7/29/2008	25,850.00	25,850.00	Florida Chalkboard C	25,850.00	
Misc Spec								
10.510 Misc. Special	55967	1175	11/10/2008	4,483.53	4,483.53	Advanced Recreationa	4,483.53	
10.600 Toilet Partit	352	Fr: 9.230	4/30/2010	3,552.00		Acousti Engineering	3,552.00	
Misc Spec	55967	1175.FINAL	11/20/2008	6,572.06		Advanced Recreationa		
	55967	1175.FINAL	11/25/2008	-6,572.06		Advanced Recreationa		

130

EXHIBIT A-66

11/8/10

Phase Description	Vendor	Invoice	Date	Amount	Totals	Issued to	Subcontract Breakout	Subcontract Group	Invoice Breakout
	54804	700114	11/26/2008	10,167.47		Palais Construction			
	54804	700115	1/26/2010	52,905.78		Palais Construction			
	54804	700116	3/8/2010	9,899.93		Palais Construction			
	54804	700115	3/10/2010	-52,905.78		Palais Construction			
	54804	700115	3/10/2010	58,182.76		Palais Construction			
	54804	700116	3/10/2010	-9,899.93		Palais Construction			
	54804	700116	3/10/2010	9,378.88		Palais Construction			
	54804	700116	3/10/2010	-9,378.88		Palais Construction			
	54804	700116	3/10/2010	14,169.10		Palais Construction			
	54804	700112	8/13/2010	-11,968.90		Palais Construction			
	54804	700112	8/13/2010	11,968.90		Palais Construction			
	54804	700112	8/13/2010	-9,630.46		Palais Construction			
	54804	700112	8/13/2010	9,630.46		Palais Construction			
	352 Fr: 9.230		6/30/2010	2,048.00		Acousti Engineering			
					169,385.46		169,385.46		

9.610 Paint & Stain	46816	700111	3/25/2008	37,223.00		TWG Enterprises Wate			
	46816	700111	3/25/2008	-29,733.00		TWG Enterprises Wate			
	46816	700112	6/26/2008	26,493.74		TWG Enterprises Wate			
	46816	700113	7/29/2008	7,082.56		TWG Enterprises Wate			
	46816	700114	8/25/2008	4,721.70		TWG Enterprises Wate			
	46816	700115	9/26/2008	20,145.00		TWG Enterprises Wate			
	46816	700116	10/27/2008	1,425.00		TWG Enterprises Wate			
	46816	700117	11/26/2008	1,637.00		TWG Enterprises Wate			
	46816	700118	1/26/2009	725		TWG Enterprises Wate			
	46816	700119	6/23/2009	1,127.00		TWG Enterprises Wate			
	46816	700119	7/10/2009	-1,127.00		TWG Enterprises Wate			
	46816	700119	7/10/2009	1,127.00		TWG Enterprises Wate			
9.610 Paint & Stain	31914	7001111	9/22/2009	5,813.00		Steel Fabricators, L			
	46816	7001110	10/26/2009	920		TWG Enterprises Wate			
	46816	7001111	1/26/2010	26,518.00		TWG Enterprises Wate			
	46816	7001111	1/26/2010	2,300.00		TWG Enterprises Wate			
	46816	7001111	1/26/2010	1,087.00		TWG Enterprises Wate			
				-5,813.00		Reclass to Steel			
					101,672.00				

9.720 Final Cleanin	52626	11798	9/15/2008	3,591.00	A	A&S Total Cleaning			
---------------------	-------	-------	-----------	----------	---	--------------------	--	--	--

131

60 1752

EXHIBIT A-66



Stiles Corporation

Citizens Property Ins. Corp.

DATE	INVOICE NO	DESCRIPTION	INVOICE AMOUNT	DEDUCTION	BALANCE		
12-21-08	1464247	70011	20874.00	.00	20874.00		
	54672						
CHECK DATE	12-03-08	CHECK NUMBER	403684	TOTAL >	20874.00	.00	20874.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

A

EXHIBIT A-67



DATE	INVOICE NO	DESCRIPTION	INVOICE AMOUNT	DEDUCTION	BALANCE
8-16-07	0058428	70011	257704.99	.00	257704.99
53302					
CHECK DATE	CHECK NUMBER	TOTAL >			
8-29-07	380926	257704.99		.00	257704.99

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

**B**  
257,704.99

01 Transaction: New Policy  
 Eff. Date : 15-AUG-2007  
 Policy : ECM734271012007  
 Description: BR-School Board Broward  
 Period : 15-AUG-2007 to 04-AUG-2009  
 Carrier : Axis Surplus Insurance Company  
 In Full : August 2007  
 Premium for Builders Risk  
 FHCF  
 EMPA  
 FLSO Fee  
 Policy Fee  
 SL Tax  
 Terrorism

\$ 226,963.00  
 \$ 2,428.85  
 \$ 4.00  
 \$ 242.89  
 \$ 35.00  
 \$ 12,144.25  
 \$ 15,887.00

Total for Reference 01 \$ 257,704.99

School Board of Broward County - Norcrest Elementary

For your convenience funds may be ACH/wired to:

Suntrust Bank  
 100 Colony Square  
 Atlanta, GA 30361  
 Willis of Florida, Inc  
 Acct# 1000005445191  
 ABA# 061000104

\*\*\*PLEASE REFERENCE INVOICE NUMBER\*\*\*  
 \*\*US DOLLAR ACCOUNT ONLY\*\*

*Item to Ron Anzonia -  
 ready please pay from*

Entered  
 AUG 28 2007

Stiles Accounting

APP # \_\_\_\_\_ VENDOR # 53302 EXT 108  
 JOB # 7001 CODE 1330 CAT \_\_\_\_\_  
 GR # \_\_\_\_\_  
 JRN AP \_\_\_\_\_ SC \_\_\_\_\_ RUN # \_\_\_\_\_  
 DATE PD \_\_\_\_\_ CK # \_\_\_\_\_ REVIEW \_\_\_\_\_

PLEASE INCLUDE INVOICE NUMBER WITH YOUR PAYMENT AMOUNT DUE \$ 257,704.99

Willis is a member of a major international group of companies. In addition to the compensation received by Willis from insurers for placements of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by Willis' corporate parents or affiliates), may earn and retain usual and customary commissions for their role in providing insurance products or services to clients under their separate contracts with insurers or reinsurers. On October 21, 2004, we announced that we would discontinue our commissions in North America immediately and in the other countries in which we operate by the end of the year. For any placements that were made prior to October 21, 2004, it is possible that Willis, or its corporate parents or affiliates, earned contingent payments or allowances from insurers based on factors which are not client-specific, such as size or performance of an overall book of business produced with an insurer by Willis, its corporate parents or affiliates. Upon written request, Willis will provide information regarding the compensation received by Willis or by its corporate parents or affiliates.

# EXHIBIT A-67

REORDER 801BC - U.S. PATENT NO. 5,608,000, 5,755,808, 5,641,183, 5,765,353, 5,884,304, 6,030,000

*iles Corporation*

Citizens Property Ins. Corp.

*BUILDERS RISK*

DATE	INVOICE NO.	DESCRIPTION	INVOICE AMOUNT	DEDUCTION	BALANCE		
12-19-07	121907	70011	23319.10	.00	23319.10		
	54672						
CHECK DATE	12-20-07	CHECK NUMBER	387939	TOTAL >	23319.10	.00	23319.10

*C*

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

Willis of Florida

DATE	INVOICE NO	DESCRIPTION	INVOICE AMOUNT	DEDUCTION	BALANCE
3-05-08	0062270	70011	630.23	.00	630.23
53302					
CHECK DATE	3-19-08	CHECK NUMBER	392512	TOTAL >	630.23
				.00	630.23

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

01 Transaction: Policy Endorsement  
 Eff. Date : 15-AUG-2007  
 Policy : ECM734271012007  
 Description: BR-School Board Broward  
 Period : 15-AUG-2007 to 04-AUG-2009  
 Carrier : Axis Surplus Insurance Company  
 In Full : August 2007  
 Premium for Builders Risk  
 Surplus Lines Tax  
 FLSO Fee  
 FHCF

\$ 594.00  
 \$ 29.70  
 \$ 0.59  
 \$ 5.94

Total for Reference 01 \$ 630.23

Endorsement #1 - limits of insurance increased to \$19,614,434.

For your convenience funds may be ACH/wired to:

Suntrust Bank  
 100 Colony Square  
 Atlanta, GA 30361  
 Willis of Florida, Inc  
 Acct# 1000005445191  
 ABA# 061000104

Entered  
 MAR 14 2008  
 Stiles Accounting  
 RECEIVED  
 MAR 13 2008  
 STILES CORPORATION

\*\*\*PLEASE REFERENCE INVOICE NUMBER\*\*\*  
 \*\*US DOLLAR ACCOUNT ONLY\*\*  
 APP WEC VENDOR # 53302 EXT WEC  
 JOB # 70011 CODE 18200 CAT \_\_\_\_\_  
 G/L # \_\_\_\_\_  
 JRN AP \_\_\_\_\_ SC \_\_\_\_\_ RUN # \_\_\_\_\_  
 DATE PD \_\_\_\_\_ CK # \_\_\_\_\_ REVIEW \_\_\_\_\_

PLEASE INCLUDE INVOICE NUMBER WITH YOUR PAYMENT AMOUNT DUE \$ 630.23

Willis is a member of a major international group of companies. In addition to the compensation received by Willis from insurers for placements of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by Willis' corporate parents or affiliates), may earn and retain usual and customary commissions for their role in providing insurance products or services to clients under their separate contracts with insurers or reinsurers. On October 21, 2004, we announced that we would discontinue contingencies in North America immediately and in the other countries in which we operate by the end of the year. For any placements that were made prior to October 21, 2004, it is possible that Willis, or its corporate parents or affiliates, earned contingent payments or allowances from insurers based on factors which are not client-specific, such as size or performance of an overall book of business produced with an insurer by Willis, its corporate parents or affiliates. Upon written request, Willis will provide information regarding the compensation received by Willis or by its corporate parents or affiliates.

**Willis**

Willis of Florida, Inc  
 P.O. Box 905261  
 Charlotte, NC 28290-5261  
 (813) 281-2095

**INVOICE**

INVOICE DATE  
**04-AUG-2009**

INVOICE NO.  
**0071960**

*Received*

*AUG 10 2009*

*Stiles Accounting*

**STILES CORPORATION**  
 ATTN: DONNA FLOREK  
 300 SE 2ND ST., 8TH FLR  
 FT. LAUDERDALE FL 33301

**DUE DATE**

**Upon Receipt**

ACCOUNT	LOCATION	ACCOUNT NAME
100310	001	Stiles Corporation

FOR QUESTIONS REGARDING THIS INVOICE, PLEASE CALL ONE OF THE FOLLOWING

SERVICER

**Annette DeCato**

PRODUCER

**Kevin McGrath**

REF	BILLING INFORMATION	AMOUNT
-----	---------------------	--------

01	Transaction: Policy Endorsement Eff. Date : 04-AUG-2009 Policy : ECM734271012007 Description: BR-School Board Broward Period : 15-AUG-2007 to 15-JUN-2010 Carrier : Axis Surplus Insurance Company In Full : August 2009 Premium for Builders Risk S/L Tax State Service Fee FHCF	\$ 40,006.00 \$ 2,000.30 \$ 40.01 \$ 400.06
----	---	--

Total for Reference 01 \$ 42,446.37

Policy Extension to 6/15/10.

For your convenience funds may be ACH/wired to:

Suntrust Bank  
 100 Colony Square  
 Atlanta, GA 30361  
 Willis of Florida, Inc  
 Acct# 1000005445191  
 ABA# 061000104

APP LD VENDOR # 53302 EXT MRC  
 JOB # 70011 CODE 1200 GAT \_\_\_\_\_  
 G/L # \_\_\_\_\_  
 JFW AP \_\_\_\_\_ SC \_\_\_\_\_ RUN# \_\_\_\_\_  
 DATE PD \_\_\_\_\_ CK # \_\_\_\_\_ REVIEW \_\_\_\_\_

\*\*\*PLEASE REFERENCE INVOICE NUMBER\*\*\*  
 \*\*US DOLLAR ACCOUNT ONLY\*\*

*08-10-09, Kudes Vidal  
 amount is correct*

**Entered**  
**AUG 11 2009**

**Stiles Accounting**

PLEASE INCLUDE INVOICE NUMBER WITH YOUR PAYMENT AMOUNT DUE \$ **42,446.37**

Willis is a member of a major international group of companies. In addition to the compensation received by Willis from insurers for placements of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by Willis' corporate parents or affiliates), may earn and retain usual and customary commissions for their role in providing insurance products or services to clients under their separate contracts with insurers or reinsurers. On October 21, 2004, we announced that we would discontinue contingents in North America immediately and in the other countries in which we operate by the end of the year. For any placements that were made prior to October 21, 2004, it is possible that Willis, or its corporate parents or affiliates, earned contingent payments or allowances from insurers based on factors which are not client-specific, such as size or performance of an overall book of business produced with an insurer by Willis, its corporate parents or affiliates. Upon written request, Willis will provide information regarding the compensation received by Willis or by its corporate parents or affiliates. Prior to its merger with Willis, HRII accepted contingent compensation on certain of its clients' accounts; these contingents will be phased out over three years, and no contingents will be accepted on any new brokerage clients or business generated after the October 1, 2008 acquisition.

DATE	INVOICE NO	DESCRIPTION	INVOICE AMOUNT	DEDUCTION	BALANCE
6-07-10	0077153	70011	9698.60	.00	9698.60
<b>T-SCANNED™</b>					
53302					
CHECK DATE	6-23-10	CHECK NUMBER	419358	TOTAL >	9698.60
				.00	9698.60

F

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

01 Transaction: Policy Endorsement  
 Eff. Date : 15-JUN-2010  
 Policy : ECM734271012007  
 Description: BR-School Board Broward  
 Period : 15-AUG-2007 to 31-AUG-2010  
 Carrier : Axis Surplus Insurance Company  
 In Full : June 2010

Premium for Builders Risk	\$	9,141.00
SL Tax	\$	457.05
SL Fee	\$	9.14
FHCF	\$	91.41

Total for Reference 01 \$ 9,698.60

For your convenience funds may be ACH/wired to:

Suntrust Bank  
 100 Colony Square  
 Atlanta, GA 30361  
 Willis of Florida, Inc  
 Acct# 1000005445191  
 ABA# 061000104

\*\*\*PLEASE REFERENCE INVOICE NUMBER\*\*\*  
 \*\*US DOLLAR ACCOUNT ONLY\*\*

APP LD VENDOR 53302 EXT wrc  
 JOB # 70011 CODE 1800 CAT \_\_\_\_\_  
 GAL # \_\_\_\_\_  
 JRN AP \_\_\_\_\_ SC \_\_\_\_\_ RUN # \_\_\_\_\_  
 DATE PD \_\_\_\_\_ CK # \_\_\_\_\_ REVIEW \_\_\_\_\_

**RECEIVED**  
 Entered  
 JUN 10 2010 JUN 18 2010  
**Stiles Accounting**

PLEASE INCLUDE INVOICE NUMBER WITH YOUR PAYMENT AMOUNT DUE \$ 9,698.60

is a member of a major international group of companies. In addition to the compensation received by Willis from insurers for placements of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by Willis' corporate parents or affiliates), may earn and retain usual and customary commissions for their role in providing insurance products or services to clients under their separate contracts with insurers or reinsurers. On October 21, 2004, we announced that we would discontinue contingencies in North America immediately and in the other countries in which we operate by the end of the year. For any placements that were made prior to October 21, 2004, it is possible that Willis, or its corporate parents or affiliates, earned contingent payments or allowances from insurers based on factors which are not client-specific, such as size or performance of an overall book of business produced with an insurer by Willis, its corporate parents or affiliates. Upon written request, Willis will provide information regarding the compensation received by Willis or by its corporate parents or affiliates. Prior to its merger with Willis, HRH accepted contingent compensation on certain of its clients' accounts; these contingents will be phased out over three years, and no contingents will be accepted on any new brokerage clients or business generated after the October 1, 2008 acquisition.

DATE	INVOICE NO.	DESCRIPTION	INVOICE AMOUNT	DEDUCTION	BALANCE
2-04-10	20410	70011	314.00	.00	314.00
54672					6
CHECK DATE	2-04-10	CHECK NUMBER	415947	TOTAL >	314.00
					.00
					314.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

\*\*\*\*\*  
 AMOUNT \$314.00  
 APPROVED BY: *[Signature]*  
 DATE REQUIRED as soon as possible

We Received Credit a

MAKE PAYABLE TO: Citizen's Property Insurance Corporation  
 ADDRESS: 6676 Corporate Center Parkway  
Jacksonville, FL 32216-0973

+ (2552.69)

REASON: Please see attached. Please also deposit attached check for \$548.00 from Citizens

BUILDERS RISK  
 = 352,434

SPECIAL INSTRUCTIONS: PLEASE DO NOT MAIL. PLEASE GIVE TO DONNA FLOREK FOR MAILING.

DATE PAID	CHECK #	G/L NUMBER	JOB #	PHASE #	CAT	RUN #
			70011	18200		

FOR CHARITABLE AND POLITICAL DONATIONS ONLY -

REQUESTOR: \_\_\_\_\_  
Print Name

DIVISION HEAD AUTHORIZATION: \_\_\_\_\_  
Print Name

**Entered**  
**FEB 04 2010**  
**Stiles Accounting**

*The School Board of Broward County, Florida*  
**Office of the Chief Auditor**  
*Patrick Reilly, Chief Auditor*

September 17, 2013

TO: J. Paul Carland II, General Counsel  
Thomas C. Cooney, Assistant General Counsel  
Office of The General Counsel

FROM: Mr. Robert Goode, Manager *RG*  
Facility Audits

VIA: Mr. Patrick Reilly, Chief Auditor *PR*  
Office of the Chief Auditor

**SUBJECT: Draft Internal Audit Report – Additional Questioned Cost  
Review of Norcrest Elementary School #0561-24-01/P.000105  
Phased Replacement Phase III of III  
Financial Close Out – Final Change Order No. 5  
Agenda Item JJ-99D**

Gentlemen:

Upon further review of the subject audit, we have found an additional category of questioned costs we wish to add a new item number 68 to the exhibit "A" spreadsheet.

New Item No. 68 identifies performance and payment bond premiums that the CM incorrectly charged as cost of work items. Article 7.1 of the Construction Manager's Agreement, establishes that General Conditions Article 26.02.06 "Cost of the premiums for all insurance and cost of premiums for **all bonds** which the Construction Manager is required to procure by this Agreement specifically for the construction project" is included in the CM's General Conditions Fee and is not to be charged as a cost of work item.

The following bond premiums were found in the CM's Cost of Work Binders and the related subcontractor original contract schedule of values.

<u>Subcontractor</u>	<u>Performance &amp; Payment Bond Premiums</u>
American Engineering & Development Corp.	\$24,187
The Eon Corp (A shell subcontractor)	19,505
Cayman National Manufacturing & Installation	4,419

← See Note on next page.

# EXHIBIT A-68

**Subcontractor**

**Performance & Payment Bond Premiums (Continued)**

Latite Roofing & Sheet Metal, LLC	\$7,467
<del>Hooley Plumbing</del>	<del>5,480</del>
Caribbean Fire & Accessories	1,586
<del>Ion Electric, LLC</del>	<del>20,459</del>
Total Premium Refund	\$83,023

The following subcontractors have evidence of bond premiums as follows; shown in their schedule of values but combined with other costs, change orders charging bond premiums, Shell Subcontractors that require bonding and evidence of supplying bonds without premium documentation. I have applied bond premium standard rates to approximate the potential additional premiums refund due SBBC.

<b><u>Subcontractor</u></b>	<b><u>Original Contract</u></b>	<b><u>Premium Multiplier</u></b>	<b><u>Perf &amp; Pay Bond Premiums</u></b>
Hyvac, Inc.	1,676,700	1.5%	\$25,150
Pre Stressed Conc. Inc. (Shell Subcontractor)	309,000	1.5%	4,635
Southern State Masonry (Shell Subcontractor)	330,429	2.0%	6,608
Steel Fabricators, Inc. (Shell Subcontractor)	422,703	2.0%	8,454
Lotspeich	359,089	1.5%	5,386
Division 9	681,943	2.0%	<u>13,639</u>
Total Potential Premium Refund			\$63,872
Total all identified bond premium refunds and potential refunds.....			\$146,895

cc: Gerardo Usallan, Jr., Manager, Facility Audits  
Joe Wright, Auditor III

Attachments

NOTE: These three items total \$30,192 and are not allowed as a Cost of Work per Office of the General Counsel Legal Opinion Memorandum dated 11-5-2013





AEDC#07-719  
#21-WIP

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

NORCREST ELEMENTARY-SCHOOL BOARD OF BROWARD COUNTY

JOB NAME:

STILES #

3-70011

All Site Work/Offsite

I hereby certify that this breakdown of the cost of work is true and accurate, to the best of my knowledge and belief, and that the amounts shown in the "Materials" column are only materials supplied to the above captioned project under order of my firm, in pursuit of the completion of the scope-of-work as stipulated in the subcontract between AMERICAN ENG. & DEV. CORP. and STILES CONSTRUCTION CO. (Contractor). I further certify that funds due my firm under this document shall be used first and foremost to satisfy any financial obligations incurred in connection with completion of this subcontract.

I also certify that payments, less applicable retention, have been made through the period covered by payments received from the contractor, to (1) all my subcontractors (sub-subcontractors) and (2) for all materials and labor used in or connection with the performance of this Contract. I further certify I have complied with Federal, State, and local tax laws, including Social Security laws and Unemployment Compensation laws insofar as applicable to the performance of this contract.

I further certify that all materials delivered to the site or any other location, for temporary storage, which have been installed as part of the work have been purchased from only those supply houses or vendors listed on my contractors affidavit, or as amended hereon, (or amended on prior applications for payment). Furthermore, I understand that my next application for payment must be accompanied by releases of lien from said suppliers in the amount shown in column "I".

Furthermore, in consideration of the payment received and upon receipt of the amount due, the undersigned does hereby waive, release and relinquish all claim or right of lien which the undersigned may now have upon the premises above described.

Additions to list of suppliers as shown on Contractor's Affidavit:
PLEASE SEE ATTACHED

SUBCONTRACTOR NAME: AMERICAN ENGINEERING & DEV. CORP.

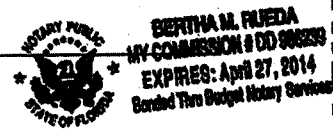
By: [Signature] DATE: 9/20/2010

Title: Secretary/Treasurer

1. ORIGINAL CONTRACT VALUE .....	\$ 2,443,999.00
1a. EXECUTED C.O.'s TO DATE .....	\$ 33,981.62
1b. REVISED CONTRACT VALUE .....	\$ 2,477,980.62
2. TOTAL WORK COMPLETED TO DATE (Column J) .....	\$ 2,477,980.62
3. RETAINAGE 5% of Completed Work .....	\$ 123,899.03
4. TOTAL EARNED LESS RETAINAGE (Line 2 less Line 3) .....	\$ 2,354,081.59
5. PREVIOUS CERTIFICATES FOR PAYMENT (Line 4 from prior application) .....	# 2,351,682.78
6. CURRENT PAYMENT DUE (Line 4 less Line 5) .....	\$ 2,398.81
7. BALANCE TO FINISH, PLUS RETAINAGE (Line 1 less Line 4) .....	\$ 123,899.03

Sworn and Subscribed to me this 20th. day of September, 2010

X [Signature]  
NOTARY PUBLIC,



My Commission Expires:

For Accounting Use Only:

Vendor # \_\_\_\_\_

PM APPR. \_\_\_\_\_ SUPT. \_\_\_\_\_ W/C \_\_\_\_\_ LIAB \_\_\_\_\_

CONTRACT# \_\_\_\_\_ INV# \_\_\_\_\_ EXT \_\_\_\_\_

142

EXHIBIT A-68

**CONTINUATION SHEET** AIA DOCUMENT G703 (Instructions on reverse side) Page of Pages

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certificate is attached  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 71900021-WIP  
 APPLICATION DATE: 9/20/2010  
 PERIOD TO: 9/25/2010  
 ARCHITECT'S PROJECT NO: 07-719

A Item No.	B Description of Work	C Scheduled Value	D WORK COMPLETED		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored to Date (D + E + F)	H % (G + C)	I Balance to Finish (C - G)	J Retainage 5%
			From Previous Application (D + E)	This Period					
1	EARLY PH PAYMENT & PERF BOND	1,868.00	1,868.00			1,868.00	100.00%	0.00	93.40
2	DEMOLITION PH I	1,580.00	1,580.00			1,580.00	100.00%	0.00	78.00
3	EARTHWORK PH I	22,290.00	22,290.00			22,290.00	100.00%	0.00	1,114.50
4	ALT. PH RETENT. AREA EARTHW	40,890.00	40,890.00			40,890.00	100.00%	0.00	2,044.50
5	EROSION CONTROL PH I	8,525.00	8,525.00			8,525.00	100.00%	0.00	426.25
6	MOT	1,340.00	1,340.00			1,340.00	100.00%	0.00	67.00
7	TEMPORARY WORK PH I	11,290.00	11,290.00			11,290.00	100.00%	0.00	564.50
8	TEMPORARY WORK PH II	35,380.00	35,380.00			35,380.00	100.00%	0.00	1,769.00
9	STORM DRAIANGE PH I	4,200.00	4,200.00			4,200.00	100.00%	0.00	210.00
10	SEWER COLLECTION EARLY PH I	61,310.00	61,310.00			61,310.00	100.00%	0.00	3,065.50
11	REMAINDER SCOPE OF WORK								
12	DEMO PH I	10,770.00	10,770.00			10,770.00	100.00%	0.00	538.50
13	EARTHWORK PH I	160,289.00	160,289.00			160,289.00	100.00%	0.00	8,014.45
14	ASPHALT PH I	46,025.00	46,025.00			46,025.00	100.00%	0.00	2,301.25
15	CONCRETE PH I	82,690.00	82,690.00			82,690.00	100.00%	0.00	4,134.50
16	PAVEMENT MARKING PH I	3,340.00	3,340.00			3,340.00	100.00%	0.00	167.00
17	ASBUILTS PH I	4,730.00	4,730.00			4,730.00	100.00%	0.00	236.50
18	MOT PH I	1,195.00	1,195.00			1,195.00	100.00%	0.00	59.75
19	CRANE ROAD BLDG#15	22,340.00	22,340.00			22,340.00	100.00%	0.00	1,117.00
20	****VOID****								
21									
22	DEMO PHASE II	8,710.00	8,710.00			8,710.00	100.00%	0.00	435.50
23	EARTHWORK PHASE II	100,955.00	100,955.00			100,955.00	100.00%	0.00	5,047.75
24	TEMPORARY WORK PH II	65,305.00	65,305.00			65,305.00	100.00%	0.00	3,265.25
25	ASPHALT PH II	295,910.00	295,910.00			295,910.00	100.00%	0.00	14,795.50
26	CONCRETE PH II	321,195.00	321,195.00			321,195.00	100.00%	0.00	16,059.75
27	MARKINGS PH II	16,665.00	16,665.00			16,665.00	100.00%	0.00	833.25

143

EXHIBIT A

**CONTINUATION SHEET**

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certificate is attached in tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 71900021-WIP  
 APPLICATION DATE: 9/20/2010  
 PERIOD TO: 9/25/2010  
 ARCHITECT'S PROJECT NO: 07-719

A Item No.	B Description of Work	C Scheduled Value	D WORK COMPLETED		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored to Date (D + E + F)	H % (G + C)	I Balance to Finish (C - G)	J Retainage 5%
			From Previous Application (D + E)	This Period					
28	ASBUILTS PH II	4,730.00	4,730.00			4,730.00	100.00%	0.00	236.50
29	EROSION PH II	12,435.00	12,435.00			12,435.00	100.00%	0.00	621.75
30	MOT PH II	2,385.00	2,385.00			2,385.00	100.00%	0.00	119.25
31									
32	DEMO PH III	8,140.00	8,140.00			8,140.00	100.00%	0.00	407.00
33	EARTHWORK PH III	32,655.00	32,655.00			32,655.00	100.00%	0.00	1,632.75
34	ASPHALT PH III	167,825.00	167,825.00			167,825.00	100.00%	0.00	8,391.25
35	CONCRETE PH III	14,735.00	14,735.00			14,735.00	100.00%	0.00	736.75
36	PAVEMENT PH III	2,980.00	2,980.00			2,980.00	100.00%	0.00	149.00
37	ASBUILTS PH III	4,730.00	4,730.00			4,730.00	100.00%	0.00	236.50
38	EROSION PH III	6,835.00	6,835.00			6,835.00	100.00%	0.00	341.75
39	MOT PH III	2,385.00	2,385.00			2,385.00	100.00%	0.00	119.25
40	REMAINING SCOPE PAYM. BOND	22,319.00	22,319.00			22,319.00	100.00%	0.00	1,115.95
41									
42	STORM DRAINAGE (PHASE I)	184,340.00	184,340.00			184,340.00	100.00%	0.00	8,217.00
43	STORM DRAINAGE (PHASE II)	119,400.00	119,400.00			119,400.00	100.00%	0.00	5,970.00
44	STORM DRAINAGE (PHASE III)	68,170.00	68,170.00			68,170.00	100.00%	0.00	3,408.50
45	WATER DISTRIBUTION (PHASE I)	15,520.00	15,520.00			15,520.00	100.00%	0.00	776.00
46	WATER DISTRIBUTION (PHASE II)	68,290.00	68,290.00			68,290.00	100.00%	0.00	3,414.50
47	WATER DISTRIBUTION (PHASE III)	95,850.00	95,850.00			95,850.00	100.00%	0.00	4,792.50
48	FIRE MAIN (PHASE I)	107,840.00	107,840.00			107,840.00	100.00%	0.00	5,392.00
49	FIRE MAIN (PHASE II)	96,840.00	96,840.00			96,840.00	100.00%	0.00	4,842.00
50	FIRE MAIN (PHASE III)	14,150.00	14,150.00			14,150.00	100.00%	0.00	707.50
51	SEWER COLLECTION (PHASE I)	8,110.00	8,110.00			8,110.00	100.00%	0.00	405.50
52	SEWER COLLECTION (PHASE II)	58,480.00	58,480.00			58,480.00	100.00%	0.00	2,924.00
53	SURVEY	15,000.00	15,000.00			15,000.00	100.00%	0.00	750.00
54	ADDITIONAL DEMO	1,083.00	1,083.00			1,083.00	100.00%	0.00	54.15
55									
56	SC#01/AED#03 DPO FERGUSON	-172,442.92	-172,442.92			-172,442.92	100.00%	0.00	-8,622.15
57	SC#01/AED#03 DPO US CONC.PROD.	-25,958.28	-25,958.28			-25,958.28	100.00%	0.00	-1,297.91

144

DPO  
DPO

9/28/10  
9/28/10

19840

OK  
DPO

EXHIBIT A-2



**SUBCONTRACTOR'S APPLICATION FOR PAYMENT**

JOB NAME:

Norcrest Elem

I hereby certify that this breakdown of the cost of work is true and accurate, to the best of my knowledge and belief, and that the amounts shown in the "Materials" column are only materials supplied to the above captioned project under order of my firm, in pursuit of the completion of the scope-of-work as stipulated in the subcontract between

\_\_\_\_\_ and STILES CONSTRUCTION CO. (Contractor)

further certify that funds due my firm under this document shall be used foremost to satisfy any financial obligations incurred in connection with this subcontract.

I also certify that payments, less applicable retention, have been made to the contractor, to (1) all my subcontractors and (2) for all materials and labor used in or connected with the performance of this Contract. I further certify I have complied with Federal and local tax laws, including Social Security laws and Unemployment Compensation laws insofar as applicable to the performance of this contract.

I further certify that all materials delivered to the site or any other location for temporary storage, which have been installed as part of the work have been purchased from only those supply houses or vendors listed on my contractor's affidavit, or as amended hereon, (or amended on prior applications for payment). Furthermore, I understand that my next application for payment must be accompanied by releases of lien from said suppliers in the amount shown in column "I".

Furthermore, in consideration of the payment received and upon receipt of the amount due, the undersigned does hereby waive, release and relinquish all claim or right of lien which the undersigned may now have upon the premises above described.

Additions to list of suppliers as shown on Contractor's Affidavit:	

Received

MAR 16 2010

Received

MAR 22 2010

Stiles Accounting

SUBCONTRACTOR NAME:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Tilt-con Corp.

Date: 3/11/10

Stiles Accounting

- 1. ORIGINAL CONTRACT VALUE ..... \$1,969,962.00
- 1a. EXECUTED C.O.'s TO DATE ..... \$-122,175.3
- 1b. REVISED CONTRACT VALUE ..... \$1,847,786.8

TOTAL WORK COMPLETED TO DATE (Column J) ..... \$1,847,786.8

RETAINAGE 10% of Completed Work 5% ..... \$ 92,389.3

TOTAL EARNED LESS RETAINAGE (Line 2 less Line 3) ..... \$1,755,397.5

REVISED CERTIFICATES FOR PAYMENT (Line 4 from prior application) ..... \$1,749,193.3

CURRENT PAYMENT DUE (Line 4 less Line 5) ..... \$ 6204.34

BALANCE TO FINISH, PLUS RETAINAGE (Line 1 less Line 4) ..... \$ 92,389.3

Sworn and Subscribed to me this 11 day of March 2010

X Marilyn Remington  
NOTARY PUBLIC, MARILYN REMINGTON  
Notary Public, State of Florida  
My comm. exp. Dec. 20, 2010  
Comm. No. DD 589974

My Commission Expires:

For Accounting Use Only:

Vendor # 35619  
PM APPR. LD SUPT. \_\_\_\_\_ W/C \_\_\_\_\_ LIAB \_\_\_\_\_

CONTRACT# 7001129 INV# 7001118 EXT MRC

Entered  
MAR 23 2010

EXHIBIT A-68

# REQUEST FOR PAYMENT DETAIL

Project: 07-0029-00 / Norcrest Elementary School

Invoice: 7002900024

Draw: 07002900024

Period Ending Date: 3/31/2010

Page 3 of 3 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Completed To Date	% Comp	Retainage Balance
10-34	Slab on grade	755.00	755.00		755.00	100.00	
10-35	CIP walls, col, tie beams	16,937.00	16,937.00		16,937.00	100.00	
10-36	Exterior concrete	4,255.00	4,255.00		4,255.00	100.00	
10-37	MASONRY REBAR	10,000.00	10,000.00		10,000.00	100.00	
10-38	Bond	19,505.00	19,505.00		19,505.00	100.00	
10-39	DOP concrete						
10-40	DOP rebar						
99-01	GCCO#1 DOP Material Deduct	-462,646.54	-462,646.54		-462,646.54	100.00	
99-02	GCCO#2 Add Masonry Rebar	39,268.23	39,268.23		39,268.23	100.00	
99-03	GCCO # 3 REV # 1 CO	240,310.50	240,310.50		240,310.50	100.00	
99-04	GCCO#4 Generator Bldg ASI#2	6,147.80	6,147.80		6,147.80	100.00	
99-05	GCCO#5 Addl Manpwr - frame bms	15,003.00	15,003.00		15,003.00	100.00	
99-06	GCCO#6 Reconcile DOPP	33,211.00	33,211.00		33,211.00	100.00	
99-07	GCCO#7 Media Ctr Roof Slope	6,530.88		6,530.88	6,530.88	100.00	

146

**EXHIBIT A-68**

Totals	1,847,786.87	1,841,255.99	6,530.88	1,847,786.87	100.00	
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**SUBCONTRACTOR'S APPLICATION FOR PAYMENT**

Mellwork

JOB NAME:

Narceest Elementary

I hereby certify that this breakdown of the cost of work is true and accurate, to the best of my knowledge and belief, and that the amounts shown in the "Materials" column are only materials supplied to the above captioned project under order of my firm, in pursuit of the completion of the scope-of-work as stipulated in the subcontract

and STILES CONSTRUCTION CO further certify that funds due my firm under this document shall be foremost to satisfy any financial obligations incurred in connection with this subcontract.

I also certify that payments, less applicable retention, have been made covered by payments received from the contractor, to (1) all my sub (sub-subcontractors) and (2) for all materials and labor used in or performance of this Contract. I further certify I have complied with local tax laws, including Social Security laws and Unemployment (insofar as applicable to the performance of this contract.

I further certify that all materials delivered to the site or any other temporary storage, which have been installed as part of the work from only those supply houses or vendors listed on my contractors amended hereon, (or amended on prior applications for payment). Furthermore, I understand that my next application for payment must be accompanied by releases of lien from said suppliers in the amount shown in column "I".

Furthermore, in consideration of the payment received and upon receipt of the amount due, the undersigned does hereby waive, release and relinquish all claim or right of lien which the undersigned may now have upon the premises above described.

Received

MAR 11 2010

Stiles Accounting

Received	Entered
MAR 22 2010	MAR 23 2010
Stiles Accounting	Stiles Accounting

SUBCONTRACTOR NAME: CATMAN NATIONAL MFG + INSTALLATION

By: [Signature] Date: 3-11-10

Title: Project Manager

1. ORIGINAL CONTRACT VALUE ..... \$180452.00  
 1a. EXECUTED C.O.'s TO DATE ..... \$1242.00  
 1b. REVISED CONTRACT VALUE ..... \$181694.00

TOTAL WORK COMPLETED TO DATE  
 (Column J) ..... \$181694.00

RETAINAGE  
 5% of Completed Work ..... 9084.70 \$8735.65  
~~70% New Completed Work~~ ~~698.10~~

TOTAL EARNED LESS RETAINAGE  
 (Line 2 less Line 3) ..... 172,609.30 \$172,260.25

PREVIOUS CERTIFICATES FOR PAYMENT  
 (Line 4 from prior application) ..... \$165,977.35

CURRENT PAYMENT DUE  
 (Line 4 less Line 5) ..... 6631.95 \$6282.90

7. BALANCE TO FINISH, PLUS RETAINAGE  
 (Line 1 less Line 4) ..... 9433.75

Sworn and Subscribed to me this 11 day of MARCH 2010

X Nancy Greenfield  
 NOTARY PUBLIC,

My Commission Expires:

10-4-11

For Accounting Use Only:

Vendor # 33811

PM APPR. LP SUPT. \_\_\_\_\_ W/C \_\_\_\_\_ LIAB \_\_\_\_\_

CONTRACT# 7001128 INV# 700116 EXT REC

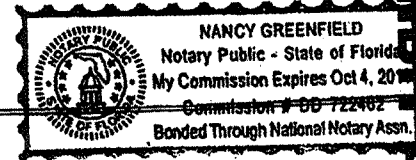


EXHIBIT A-68





SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Roofing

JOB NAME: Norcrest School Bldg #6,14,15,16 & Tower

18

I hereby certify that this breakdown of the cost of work is true and accurate, to the best of my knowledge and belief, and that the amounts shown in the "Materials" column are only materials supplied to the above captioned project under order of my firm, in pursuit of the completion of the scope-of-work as stipulated in the subcontract between Latite Roofing & Sheet Metal, LLC and STILES CONSTRUCTION CO. (Contractor). I further certify that funds due my firm under this document shall be used first and foremost to satisfy any financial obligations incurred in connection with completion of this subcontract.

I also certify that payments, less applicable retention, have been made through the period covered by payments received from the contractor, to (1) all my subcontractors (sub-subcontractors) and (2) for all materials and labor used in or connection with the performance of this Contract. I further certify I have complied with Federal, State, and local tax laws, including Social Security laws and Unemployment Compensation laws insofar as applicable to the performance of this contract.

I further certify that all materials delivered to the site or any other location, for temporary storage, which have been installed as part of the work have been purchased from only those supply houses or vendors listed on my contractors affidavit, or as amended hereon, (or amended on prior applications for payment). Furthermore, I understand that my next application for payment must be accompanied by releases of lien from said suppliers in the amount shown in column "I".

Furthermore, in consideration of the payment received and upon receipt of the amount due, the undersigned does hereby waive, release and relinquish all claim or right of lien which the undersigned may now have upon the premises above described.

Table with 1 column and 4 rows: Additions to list of suppliers as shown on Contractor's Affidavit:

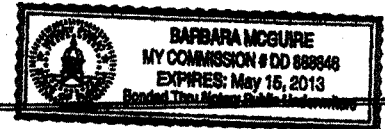
SUBCONTRACTOR NAME Latite Roofing & Sheet Metal, LLC

By: [Signature] Date: 7/9/10 Title: Anne S Walker VP Oper Finance

Table with 2 columns: Description and Amount. Rows include: 1. ORIGINAL CONTRACT VALUE (\$505,292.00), 1a. EXECUTED C.O.'s TO DATE (\$15,902.80), 1b. REVISED CONTRACT VALUE (\$521,194.80), 2. TOTAL WORK COMPLETED TO DATE (\$521,194.80), 3. RETAINAGE 5% of Completed Work (\$26,059.74), 4. TOTAL EARNED LESS RETAINAGE (\$495,135.06), 5. PREVIOUS CERTIFICATES FOR PAYMENT (\$487,125.82), 6. CURRENT PAYMENT DUE (5% RETAINAGE) (\$8,009.24), 7. BALANCE TO FINISH, PLUS RETAINAGE (\$26,059.74)

Sworn and Subscribed to me this 9th day of Nov 2010

[Signature] NOTARY PUBLIC



My Commission Expires:

For Accounting Use Only:

Vendor # \_\_\_\_\_

PM APPR. \_\_\_\_\_ SUPT. \_\_\_\_\_ W/C \_\_\_\_\_ LIAB \_\_\_\_\_

CONTRACT# \_\_\_\_\_ INV# \_\_\_\_\_ EXT \_\_\_\_\_

149

EXHIBIT A-68



**CONTINUATION SHEET**

All Payment Schedules, Applications and Certifications for Payment, including Contractor's signed verification to be attached.

414 DOCUMENT CHART

In addition to labor, material or other items to be used.

The Dates in Column 15 are the dates for the items to be used.

JOB NAME: **Novest School Bldg #4,15,16 & Tower**

APPLICATION NO. 10  
 DATE 11/20/10  
 TRU DATE 11/20/10  
 LATEST PROJECT NO. See Below  
 LATEST CONTRACT NO. 1228  
 Draw / Create 480-111

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
ITEM NO.	DESCRIPTION OF WORK	LABOR VALUE	MATERIAL VALUE	TOTAL VALUE	PREVIOUS APPLICATIONS LABOR	PREVIOUS APPLICATIONS MATERIAL	PREVIOUS TOTAL	THIS PERIOD LABOR	THIS PERIOD MATERIAL	THIS PERIOD TOTAL	TOTAL TO DATE LABOR	TOTAL TO DATE MATERIAL	TO DATE TOTALS	% TOTAL COMPLETE LABOR	% TOTAL COMPLETE MATERIAL	BALANCE TO FINISH	REMARKS
<b>74-131-67A / #16 Bldg</b>																	
1	Lightweight BUR System	\$3,400.00	\$5,100.00	\$8,500.00	\$3,400.00	\$5,100.00	\$8,500.00	\$0.00	\$0.00	\$0.00	\$3,400.00	\$5,100.00	\$8,500.00	100.00%	100.00%	\$0.00	\$425.00
2	1/2 Wall Flashing	\$284.00	\$426.00	\$710.00	\$284.00	\$426.00	\$710.00	\$0.00	\$0.00	\$0.00	\$284.00	\$426.00	\$710.00	100.00%	100.00%	\$0.00	\$669.50
3	Stucco Stop 1 & 2pc	\$494.00	\$741.00	\$1,235.00	\$494.00	\$741.00	\$1,235.00	\$0.00	\$0.00	\$0.00	\$494.00	\$741.00	\$1,235.00	100.00%	100.00%	\$0.00	\$35.00
4	Curb flashing	\$194.00	\$291.00	\$485.00	\$194.00	\$291.00	\$485.00	\$0.00	\$0.00	\$0.00	\$194.00	\$291.00	\$485.00	100.00%	100.00%	\$0.00	\$61.75
5	Coping Cap	\$986.00	\$1,479.00	\$2,465.00	\$986.00	\$1,479.00	\$2,465.00	\$0.00	\$0.00	\$0.00	\$986.00	\$1,479.00	\$2,465.00	100.00%	100.00%	\$0.00	\$24.25
6	Small penetrations	\$516.00	\$774.00	\$1,290.00	\$516.00	\$774.00	\$1,290.00	\$0.00	\$0.00	\$0.00	\$516.00	\$774.00	\$1,290.00	100.00%	100.00%	\$0.00	\$123.25
7	Scuppers	\$214.00	\$321.00	\$535.00	\$214.00	\$321.00	\$535.00	\$0.00	\$0.00	\$0.00	\$214.00	\$321.00	\$535.00	100.00%	100.00%	\$0.00	\$64.50
8	Header Box	\$156.00	\$234.00	\$390.00	\$156.00	\$234.00	\$390.00	\$0.00	\$0.00	\$0.00	\$156.00	\$234.00	\$390.00	100.00%	100.00%	\$0.00	\$26.75
9	Downspouts	\$260.00	\$390.00	\$650.00	\$260.00	\$390.00	\$650.00	\$0.00	\$0.00	\$0.00	\$260.00	\$390.00	\$650.00	100.00%	100.00%	\$0.00	\$19.50
10	Square to rounds	\$128.00	\$192.00	\$320.00	\$128.00	\$192.00	\$320.00	\$0.00	\$0.00	\$0.00	\$128.00	\$192.00	\$320.00	100.00%	100.00%	\$0.00	\$32.50
11	2 Coats of Roof Coating	\$1,836.00	\$2,754.00	\$4,590.00	\$1,836.00	\$2,754.00	\$4,590.00	\$0.00	\$0.00	\$0.00	\$1,836.00	\$2,754.00	\$4,590.00	100.00%	100.00%	\$0.00	\$16.00
12	P & P bond	\$485.00	\$485.00	\$970.00	\$485.00	\$485.00	\$970.00	\$0.00	\$0.00	\$0.00	\$485.00	\$485.00	\$970.00	100.00%	100.00%	\$0.00	\$229.50
13	ABC Material Credit																\$24.25
14	ABC Tax Credit																\$196.04
15	C/O Create slope w/ LTWT insulating concrete	\$1,562.00	\$2,343.00	\$3,905.00	\$1,562.00	\$2,343.00	\$3,905.00	\$0.00	\$0.00	\$0.00	\$1,562.00	\$2,343.00	\$3,905.00	100.00%	100.00%	\$0.00	\$193.25
16	ABC Material Credit- not exempt																\$196.04
17	ABC Material Credit- not exempt																\$11.76
18	remobilization for work at Bldg 6 that was not ready at the time of 1st re-meas	\$480.00	\$720.00	\$1,200.00	\$480.00	\$720.00	\$1,200.00	\$0.00	\$0.00	\$0.00	\$480.00	\$720.00	\$1,200.00	100.00%	100.00%	\$0.00	\$60.00
19	CO#2324 Fab & install 24 ga stainless steel metal counter flashing	\$166.52	\$249.79	\$416.31	\$166.52	\$249.79	\$416.31	\$0.00	\$0.00	\$0.00	\$166.52	\$249.79	\$416.31	100.00%	100.00%	\$0.00	\$20.82
20	<b>TOTALS</b>	<b>\$16,852.52</b>	<b>\$24,533.79</b>	<b>\$41,386.31</b>	<b>\$16,852.52</b>	<b>\$24,533.79</b>	<b>\$41,386.31</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$16,852.52</b>	<b>\$24,533.79</b>	<b>\$41,386.31</b>	<b>100.00%</b>	<b>100.00%</b>	<b>\$0.00</b>	<b>\$2,838.32</b>
<b>74-131-78X / #14 Bldg</b>																	
1	Lightweight BUR System	\$16,248.40	\$24,372.60	\$40,621.00	\$16,248.40	\$24,372.60	\$40,621.00	\$0.00	\$0.00	\$0.00	\$16,248.40	\$24,372.60	\$40,621.00	100.00%	100.00%	\$0.00	\$2,031.05
2	1/2 Wall Flashing	\$1,528.00	\$2,292.00	\$3,820.00	\$1,528.00	\$2,292.00	\$3,820.00	\$0.00	\$0.00	\$0.00	\$1,528.00	\$2,292.00	\$3,820.00	100.00%	100.00%	\$0.00	\$4,065.18
3	Stucco Stop 1 & 2pc	\$2,120.00	\$3,180.00	\$5,300.00	\$2,120.00	\$3,180.00	\$5,300.00	\$0.00	\$0.00	\$0.00	\$2,120.00	\$3,180.00	\$5,300.00	100.00%	100.00%	\$0.00	\$191.00
4	Curb flashing	\$384.00	\$576.00	\$960.00	\$384.00	\$576.00	\$960.00	\$0.00	\$0.00	\$0.00	\$384.00	\$576.00	\$960.00	100.00%	100.00%	\$0.00	\$245.00
5	Coping Cap	\$4,680.00	\$7,020.00	\$11,700.00	\$4,680.00	\$7,020.00	\$11,700.00	\$0.00	\$0.00	\$0.00	\$4,680.00	\$7,020.00	\$11,700.00	100.00%	100.00%	\$0.00	\$48.00
6	Roof Hatch	\$300.00	\$3,095.40	\$3,395.40	\$300.00	\$3,095.40	\$3,395.40	\$0.00	\$0.00	\$0.00	\$300.00	\$3,095.40	\$3,395.40	100.00%	100.00%	\$0.00	\$585.00
7	Small penetrations	\$1,036.00	\$1,554.00	\$2,590.00	\$1,036.00	\$1,554.00	\$2,590.00	\$0.00	\$0.00	\$0.00	\$1,036.00	\$1,554.00	\$2,590.00	100.00%	100.00%	\$0.00	\$179.77
8	Scuppers	\$784.00	\$1,176.00	\$1,960.00	\$784.00	\$1,176.00	\$1,960.00	\$0.00	\$0.00	\$0.00	\$784.00	\$1,176.00	\$1,960.00	100.00%	100.00%	\$0.00	\$129.30
9	Header Box	\$482.00	\$723.00	\$1,205.00	\$482.00	\$723.00	\$1,205.00	\$0.00	\$0.00	\$0.00	\$482.00	\$723.00	\$1,205.00	100.00%	100.00%	\$0.00	\$98.00
10	Downspouts	\$1,026.00	\$1,539.00	\$2,565.00	\$1,026.00	\$1,539.00	\$2,565.00	\$0.00	\$0.00	\$0.00	\$1,026.00	\$1,539.00	\$2,565.00	100.00%	100.00%	\$0.00	\$60.25
11	Square to rounds	\$232.00	\$348.00	\$580.00	\$232.00	\$348.00	\$580.00	\$0.00	\$0.00	\$0.00	\$232.00	\$348.00	\$580.00	100.00%	100.00%	\$0.00	\$128.25
12	2 Coats of Roof Coating	\$7,968.00	\$11,952.00	\$19,920.00	\$7,968.00	\$11,952.00	\$19,920.00	\$0.00	\$0.00	\$0.00	\$7,968.00	\$11,952.00	\$19,920.00	100.00%	100.00%	\$0.00	\$29.00
13	Standing Seam Dry In	\$782.40	\$1,173.60	\$1,956.00	\$782.40	\$1,173.60	\$1,956.00	\$0.00	\$0.00	\$0.00	\$782.40	\$1,173.60	\$1,956.00	100.00%	100.00%	\$0.00	\$97.80
14	Trim Package Installation	\$938.88	\$1,408.32	\$2,347.20	\$938.88	\$1,408.32	\$2,347.20	\$0.00	\$0.00	\$0.00	\$938.88	\$1,408.32	\$2,347.20	100.00%	100.00%	\$0.00	\$117.36
15	Panels On Site/Loaded	\$375.06	\$5,814.54	\$6,389.60	\$375.06	\$5,814.54	\$6,389.60	\$0.00	\$0.00	\$0.00	\$375.06	\$5,814.54	\$6,389.60	100.00%	100.00%	\$0.00	\$319.48
16	Standing Seam Instl	\$938.88	\$1,408.32	\$2,347.20	\$938.88	\$1,408.32	\$2,347.20	\$0.00	\$0.00	\$0.00	\$938.88	\$1,408.32	\$2,347.20	100.00%	100.00%	\$0.00	\$117.36
17	P & P bond	\$2,837.00	\$2,837.00	\$5,674.00	\$2,837.00	\$2,837.00	\$5,674.00	\$0.00	\$0.00	\$0.00	\$2,837.00	\$2,837.00	\$5,674.00	100.00%	100.00%	\$0.00	\$418.85
18	CO# 2109 Densdeck	\$4,494.80	\$6,742.20	\$11,237.00	\$4,494.80	\$6,742.20	\$11,237.00	\$0.00	\$0.00	\$0.00	\$4,494.80	\$6,742.20	\$11,237.00	100.00%	100.00%	\$0.00	\$361.85
19	CO #6 Sloped roof	\$3,960.00	\$10,423.50	\$14,383.50	\$3,960.00	\$10,423.50	\$14,383.50	\$0.00	\$0.00	\$0.00	\$3,960.00	\$10,423.50	\$14,383.50	100.00%	100.00%	\$0.00	\$719.18
20	CO Delete Roof Coating	(\$7,968.00)	(\$11,952.00)	(\$19,920.00)	(\$7,968.00)	(\$11,952.00)	(\$19,920.00)	\$0.00	\$0.00	\$0.00	(\$7,968.00)	(\$11,952.00)	(\$19,920.00)	100.00%	100.00%	\$0.00	(\$396.00)
21	CO# 2705 SBC Change	\$0.00	\$1,300.00	\$1,300.00	\$0.00	\$1,300.00	\$1,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,300.00	\$1,300.00	100.00%	100.00%	\$0.00	\$75.00
22	CO # 2714 Extra Work by ML	\$2,697.09	\$7,292.14	\$9,989.23	\$2,697.09	\$7,292.14	\$9,989.23	\$0.00	\$0.00	\$0.00	\$2,697.09	\$7,292.14	\$9,989.23	100.00%	100.00%	\$0.00	\$499.46
	CO Extra 57500	\$0.00	\$7,300.00	\$7,300.00	\$0.00	\$7,300.00	\$7,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,300.00	\$7,300.00	100.00%	100.00%	\$0.00	\$375.00
	CO #930.78	\$0.00	\$930.78	\$930.78	\$0.00	\$930.78	\$930.78	\$0.00	\$0.00	\$0.00	\$0.00	\$930.78	\$930.78	100.00%	100.00%	\$0.00	\$46.54
	<b>TOTALS</b>	<b>\$73,448.96</b>	<b>\$142,968.53</b>	<b>\$216,417.51</b>	<b>\$73,448.96</b>	<b>\$142,968.53</b>	<b>\$216,417.51</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$73,448.96</b>	<b>\$142,968.53</b>	<b>\$216,417.51</b>	<b>100.00%</b>	<b>100.00%</b>	<b>\$0.00</b>	<b>\$10,828.88</b>
<b>74-131-07C / Clock Tower</b>																	
1	Standing Seam Dry In	\$538.80	\$808.20	\$1,347.00	\$538.80	\$808.20	\$1,347.00	\$0.00	\$0.00	\$0.00	\$538.80	\$808.20	\$1,347.00	100.00%	100.00%	\$0.00	\$67.35
2	Trim Package Installation	\$646.56	\$969.84	\$1,616.40	\$646.56	\$969.84	\$1,616.40	\$0.00	\$0.00	\$0.00	\$646.56	\$969.84	\$1,616.40	100.00%	100.00%	\$0.00	\$80.82
3	Panels On Site/Loaded	\$396.02	\$4,004.18	\$4,400.20	\$396.02	\$4,004.18	\$4,400.20	\$0.00	\$0.00	\$0.00	\$396.02	\$4,004.18	\$4,400.20	100.00%	100.00%	\$0.00	\$220.01
4	Standing Seam Instl	\$646.56	\$969.84	\$1,616.40	\$646.56	\$969.84	\$1,616.40	\$0.00	\$0.00	\$0.00	\$646.56	\$969.84	\$1,616.40	100.00%	100.00%	\$0.00	\$80.82
5	P & P bond	\$110.00	\$110.00	\$220.00	\$110.00	\$110.00	\$220.00	\$0.00	\$0.00	\$0.00	\$110.00	\$110.00	\$220.00	100.00%	100.00%	\$0.00	\$5.50
	<b>TOTALS</b>	<b>\$2,237.94</b>	<b>\$6,862.06</b>	<b>\$9,099.60</b>	<b>\$2,237.94</b>	<b>\$6,862.06</b>	<b>\$9,099.60</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,237.94</b>	<b>\$6,862.06</b>	<b>\$9,099.60</b>	<b>100.00%</b>	<b>100.00%</b>	<b>\$0.00</b>	<b>\$454.58</b>

150

EXHIBIT A-68

**CONTINUATION SHEET**

ALL DOCUMENTS

FORM 010 (1/88)

ALL THROUGH OTHER APPLICATION AND CERTIFICATION FOR PAYMENT, including

Contractor's signed verification is attached.

In addition to above, amounts are noted as to amount due for

Use Column Two Complete when suitable material for last item only apply.

JOB NAME: Norcrest School Bldg #6, 14, 15, 16 & Annex

APPLICATION NO: 88

PER DATE: 1/28/98

PROJ DATE: 1/28/98

LATTER PROJECT NO: 069 Madison

LATTER CONTRACTOR NO: 1236

Draw: J. Coates

405-111

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
ITEM NO.	DESCRIPTION OF WORK	LABOR VALUE	MATERIAL VALUE	TOTAL VALUE	PREVIOUS APPLICATIONS LABOR	PREVIOUS APPLICATIONS MATERIAL	PREVIOUS TOTAL	THIS PERIOD LABOR	THIS PERIOD MATERIAL	THIS PERIOD TOTAL	TOTAL TO DATE LABOR	TOTAL TO DATE MATERIAL	TOTAL TO DATE TOTALS	% TOTAL COMPLETE LABOR	% TOTAL COMPLETE MATERIAL	BALANCE TO FRESH	RETAINAGE
1	<b>74-131-07D / 816 Blk</b>																
1	Lightweight	\$23,677.20	\$35,515.80	\$59,193.00	\$23,677.20	\$35,515.80	\$59,193.00	\$0.00	\$0.00	\$0.00	\$23,677.20	\$35,515.80	\$59,193.00	100.00%	100.00%	\$0.00	\$2,359.65
2	BUR System	\$40,880.32	\$61,320.48	\$102,200.80	\$40,880.32	\$61,320.48	\$102,200.80	\$0.00	\$0.00	\$0.00	\$40,880.32	\$61,320.48	\$102,200.80	100.00%	100.00%	\$0.00	\$5,110.04
3	1/2 Wall Flashing	\$2,626.00	\$3,939.00	\$6,565.00	\$2,626.00	\$3,939.00	\$6,565.00	\$0.00	\$0.00	\$0.00	\$2,626.00	\$3,939.00	\$6,565.00	100.00%	100.00%	\$0.00	\$328.25
4	Stucco Stop 1 & 2pc	\$2,416.00	\$3,624.00	\$6,040.00	\$2,416.00	\$3,624.00	\$6,040.00	\$0.00	\$0.00	\$0.00	\$2,416.00	\$3,624.00	\$6,040.00	100.00%	100.00%	\$0.00	\$302.00
5	Curb flashing	\$384.00	\$576.00	\$960.00	\$384.00	\$576.00	\$960.00	\$0.00	\$0.00	\$0.00	\$384.00	\$576.00	\$960.00	100.00%	100.00%	\$0.00	\$48.00
6	Coping Cap	\$5,416.00	\$8,124.00	\$13,540.00	\$5,416.00	\$8,124.00	\$13,540.00	\$0.00	\$0.00	\$0.00	\$5,416.00	\$8,124.00	\$13,540.00	100.00%	100.00%	\$0.00	\$677.00
7	Roof Hatch	\$500.00	\$4,501.20	\$5,001.20	\$500.00	\$4,501.20	\$5,001.20	\$0.00	\$0.00	\$0.00	\$500.00	\$4,501.20	\$5,001.20	100.00%	100.00%	\$0.00	\$250.00
8	Small penetrations	\$1,036.00	\$1,594.00	\$2,590.00	\$1,036.00	\$1,594.00	\$2,590.00	\$0.00	\$0.00	\$0.00	\$1,036.00	\$1,594.00	\$2,590.00	100.00%	100.00%	\$0.00	\$83.25
9	Scuppers	\$666.00	\$999.00	\$1,665.00	\$666.00	\$999.00	\$1,665.00	\$0.00	\$0.00	\$0.00	\$666.00	\$999.00	\$1,665.00	100.00%	100.00%	\$0.00	\$47.00
10	Header Box	\$376.00	\$564.00	\$940.00	\$376.00	\$564.00	\$940.00	\$0.00	\$0.00	\$0.00	\$376.00	\$564.00	\$940.00	100.00%	100.00%	\$0.00	\$107.75
11	Downspouts	\$862.00	\$1,293.00	\$2,155.00	\$862.00	\$1,293.00	\$2,155.00	\$0.00	\$0.00	\$0.00	\$862.00	\$1,293.00	\$2,155.00	100.00%	100.00%	\$0.00	\$35.50
12	Square to rounds	\$284.00	\$426.00	\$710.00	\$284.00	\$426.00	\$710.00	\$0.00	\$0.00	\$0.00	\$284.00	\$426.00	\$710.00	100.00%	100.00%	\$0.00	\$244.00
13	2 Coats of Roof Coating	\$17,952.00	\$26,928.00	\$44,880.00	\$17,952.00	\$26,928.00	\$44,880.00	\$0.00	\$0.00	\$0.00	\$17,952.00	\$26,928.00	\$44,880.00	100.00%	100.00%	\$0.00	\$186.75
14	P & P bond	\$3,735.00	\$3,735.00	\$7,470.00	\$3,735.00	\$3,735.00	\$7,470.00	\$0.00	\$0.00	\$0.00	\$3,735.00	\$3,735.00	\$7,470.00	100.00%	100.00%	\$0.00	\$186.75
15	ABC Material Credit		(\$37,687.79)	(\$37,687.79)	\$0.00	(\$37,687.79)	(\$37,687.79)	\$0.00	\$0.00	\$0.00	\$0.00	(\$37,687.79)	(\$37,687.79)	100.00%	100.00%	\$0.00	(\$1,884.39)
16	ABC Tax Credit		(\$2,096.03)	(\$2,096.03)	\$0.00	(\$2,096.03)	(\$2,096.03)	\$0.00	\$0.00	\$0.00	\$0.00	(\$2,096.03)	(\$2,096.03)	100.00%	100.00%	\$0.00	(\$104.80)
17	CO # 2152 Price Increase for Metal "A"	\$2,814.00	\$4,221.00	\$7,035.00	\$2,814.00	\$4,221.00	\$7,035.00	\$0.00	\$0.00	\$0.00	\$2,814.00	\$4,221.00	\$7,035.00	100.00%	100.00%	\$0.00	\$351.75
18	CO #4 Install 2 additional prices to top of parapet wall TOTALS	\$760.00	\$1,140.00	\$1,900.00	\$760.00	\$1,140.00	\$1,900.00	\$0.00	\$0.00	\$0.00	\$760.00	\$1,140.00	\$1,900.00	100.00%	100.00%	\$0.00	\$95.80
		\$106,649.52	\$118,676.66	\$219,326.18	\$106,649.52	\$118,676.66	\$219,326.18	\$0.00	\$0.00	\$0.00	\$106,649.52	\$118,676.66	\$219,326.18	100.00%	100.00%	\$0.00	\$18,966.31
1	<b>74-131-07E / 816 Blk</b>																
1	Standing Seam Dry In	\$1,193.10	\$1,789.65	\$2,982.75	\$1,193.10	\$1,789.65	\$2,982.75	\$0.00	\$0.00	\$0.00	\$1,193.10	\$1,789.65	\$2,982.75	100.00%	100.00%	\$0.00	\$149.14
2	Trim Package Installation	\$1,431.72	\$2,147.58	\$3,579.30	\$1,431.72	\$2,147.58	\$3,579.30	\$0.00	\$0.00	\$0.00	\$1,431.72	\$2,147.58	\$3,579.30	100.00%	100.00%	\$0.00	\$178.97
3	Panel On Site/Loaded	\$876.53	\$8,866.72	\$9,743.25	\$876.53	\$8,866.72	\$9,743.25	\$0.00	\$0.00	\$0.00	\$876.53	\$8,866.72	\$9,743.25	100.00%	100.00%	\$0.00	\$487.18
4	Standing Seam Instl	\$1,431.72	\$2,147.58	\$3,579.30	\$1,431.72	\$2,147.58	\$3,579.30	\$0.00	\$0.00	\$0.00	\$1,431.72	\$2,147.58	\$3,579.30	100.00%	100.00%	\$0.00	\$178.97
5	P & P bond	\$300.00	\$300.00	\$600.00	\$300.00	\$300.00	\$600.00	\$0.00	\$0.00	\$0.00	\$300.00	\$300.00	\$600.00	0.00%	100.00%	\$0.00	\$15.00
	TOTALS	\$4,933.47	\$15,251.53	\$24,185.00	\$4,933.47	\$15,251.53	\$24,185.00	\$0.00	\$0.00	\$0.00	\$4,933.47	\$15,251.53	\$24,185.00	100.00%	100.00%	\$0.00	\$1,009.25
1	<b>74-131-07F Chiller</b>																
1	Lightweight	\$1,288.00	\$1,512.00	\$2,800.00	\$1,288.00	\$1,512.00	\$2,800.00	\$0.00	\$0.00	\$0.00	\$1,288.00	\$1,512.00	\$2,800.00	100.00%	100.00%	\$0.00	\$140.00
2	BUR	\$1,610.00	\$1,890.00	\$3,500.00	\$1,610.00	\$1,890.00	\$3,500.00	\$0.00	\$0.00	\$0.00	\$1,610.00	\$1,890.00	\$3,500.00	100.00%	100.00%	\$0.00	\$175.00
3	1/2 Wall Flashing	\$323.00	\$377.00	\$700.00	\$323.00	\$377.00	\$700.00	\$0.00	\$0.00	\$0.00	\$323.00	\$377.00	\$700.00	100.00%	100.00%	\$0.00	\$35.00
4	ABC Material Credit		(\$1,305.23)	(\$1,305.23)	\$0.00	(\$1,305.23)	(\$1,305.23)	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,305.23)	(\$1,305.23)	100.00%	100.00%	\$0.00	(\$65.26)
5	ABC Tax Credit		(\$78.31)	(\$78.31)	\$0.00	(\$78.31)	(\$78.31)	\$0.00	\$0.00	\$0.00	\$0.00	(\$78.31)	(\$78.31)	100.00%	100.00%	\$0.00	\$65.26
6	ABC Material Credit- not excess		\$1,305.23	\$1,305.23	\$0.00	\$1,305.23	\$1,305.23	\$0.00	\$0.00	\$0.00	\$0.00	\$1,305.23	\$1,305.23	100.00%	100.00%	\$0.00	\$3.92
7	ABC Material Credit- not excess		\$78.31	\$78.31	\$0.00	\$78.31	\$78.31	\$0.00	\$0.00	\$0.00	\$0.00	\$78.31	\$78.31	100.00%	100.00%	\$0.00	\$25.00
8	CO#2160 flash 2 fin curbs	\$200.00	\$300.00	\$500.00	\$200.00	\$300.00	\$500.00	\$0.00	\$0.00	\$0.00	\$200.00	\$300.00	\$500.00	100.00%	100.00%	\$0.00	\$375.00
	TOTALS	\$3,421.00	\$4,079.00	\$7,500.00	\$3,421.00	\$4,079.00	\$7,500.00	\$0.00	\$0.00	\$0.00	\$3,421.00	\$4,079.00	\$7,500.00	100.00%	100.00%	\$0.00	\$375.00
1	<b>74-131-07G Generator</b>																
1	Lightweight	\$1,100.00	\$719.80	\$1,819.80	\$1,100.00	\$719.80	\$1,819.80	\$0.00	\$0.00	\$0.00	\$1,100.00	\$719.80	\$1,819.80	100.00%	100.00%	\$0.00	\$90.99
2	BUR	\$2,890.00	\$330.00	\$3,420.00	\$2,890.00	\$330.00	\$3,420.00	\$0.00	\$0.00	\$0.00	\$2,890.00	\$330.00	\$3,420.00	100.00%	100.00%	\$0.00	\$171.00
3	Scuppers	\$120.00	\$410.00	\$530.00	\$120.00	\$410.00	\$530.00	\$0.00	\$0.00	\$0.00	\$120.00	\$410.00	\$530.00	100.00%	100.00%	\$0.00	\$26.50
4	Header box	\$75.00	\$325.00	\$400.00	\$75.00	\$325.00	\$400.00	\$0.00	\$0.00	\$0.00	\$75.00	\$325.00	\$400.00	100.00%	100.00%	\$0.00	\$20.00
5	Downspouts	\$50.00	\$500.00	\$550.00	\$50.00	\$500.00	\$550.00	\$0.00	\$0.00	\$0.00	\$50.00	\$500.00	\$550.00	100.00%	100.00%	\$0.00	\$15.00
6	Square to Rounds	\$50.00	\$250.00	\$300.00	\$50.00	\$250.00	\$300.00	\$0.00	\$0.00	\$0.00	\$50.00	\$250.00	\$300.00	100.00%	100.00%	\$0.00	\$34.50
7	Coping cap	\$520.00	\$570.00	\$1,090.00	\$520.00	\$570.00	\$1,090.00	\$0.00	\$0.00	\$0.00	\$520.00	\$570.00	\$1,090.00	100.00%	100.00%	\$0.00	\$405.49
	TOTALS	\$4,805.00	\$3,304.80	\$8,109.80	\$4,805.00	\$3,304.80	\$8,109.80	\$0.00	\$0.00	\$0.00	\$4,805.00	\$3,304.80	\$8,109.80	100.00%	100.00%	\$0.00	\$405.49
	<b>GRAND TOTALS</b>	\$285,518.41	\$315,676.39	\$601,194.80	\$285,518.41	\$315,676.39	\$601,194.80	\$0.00	\$0.00	\$0.00	\$285,518.41	\$315,676.39	\$601,194.80	100.00%	100.00%	\$0.00	\$26,059.74

Total Due: \$8,430.78  
Retainage: \$ 421.54  
\$ 8,009.24

151

EXHIBIT A-68



**SUBCONTRACTOR'S APPLICATION FOR PAYMENT**

*Plumbing*  
*372011*

JOB NAME:

Norcrest Elementary

I hereby certify that this breakdown of the cost of work is true and accurate, to the best of my knowledge and belief, and that the amounts shown in the "Materials" column are only materials supplied to the above captioned project under order of my firm, in pursuit of the completion of the scope-of-work as stipulated in the subcontract between

\_\_\_\_\_ and STILES CONSTRUCTION CO. (Contractor). I

further certify that funds due my firm under this document shall be used first and foremost to satisfy any financial obligations incurred in connection with completion of this subcontract.

I also certify that payments, less applicable retention, have been covered by payments received from the contractor, to (1) (sub-subcontractors) and (2) for all materials and labor in performance of this Contract. I further certify I have complied with all applicable local tax laws, including Social Security laws and Unemployment laws insofar as applicable to the performance of this contract.

I further certify that all materials delivered to the site or a temporary storage, which have been installed as part of the project, are from only those supply houses or vendors listed on my contract.

10/25  
must be  
column "I".

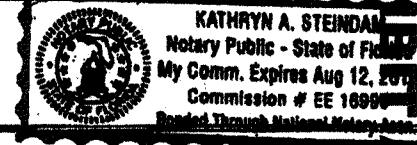
received and upon receipt of the amount and relinquish all claim or right of lien remedies above

to list of suppliers as shown on Contractor's Affidavit:

540,000.  
2,702.  
1,211.  
7,100.  
450.  
4,900.  
556,363.  
\* + + + + + \*

1. ORIGINAL CONTRACT VALUE .....	\$ 540,000.00
1a. EXECUTED C.O.'s TO DATE .....	\$ (74,989.82)
1b. REVISED CONTRACT VALUE .....	\$ 465,010.18
2. TOTAL WORK COMPLETED TO DATE (Column J) .....	\$ 465,010.18
3. RETAINAGE 10% of Completed Work .....	\$ 46,501.02
4. TOTAL EARNED LESS RETAINAGE (Line 2 less Line 3) .....	\$ 418,509.16
5. PREVIOUS CERTIFICATES FOR PAYMENT (Line 4 from prior application) .....	\$ 414,099.16
6. CURRENT PAYMENT DUE (Line 4 less Line 5) .....	\$ 4,410.00
7. BALANCE TO FINISH, PLUS RETAINAGE (Line 1 less Line 4) .....	\$ 46,501.02

Sworn and Subscribed to me this 12 day of October 2010  
*Kathryn A. Steindam*  
NOTARY PUBLIC,



My Commission Expires: \_\_\_\_\_  
For Accounting Use Only:  
Vendor # 54560  
PM APPR. LD SUPT. \_\_\_\_\_ W/C \_\_\_\_\_ LIAB \_\_\_\_\_

"I-SCANNED"  
RECEIVED  
OCT 15 2010

SUBCONTRACTOR NAME: Healey Plumbing, Inc.  
By: Pat Healy Date: 10/20/2010  
Title: President

STILES ACCOUNTING

CONTRACT# \_\_\_\_\_ INV# 7001117 EXT K  
7001107

A ITEM #	B DESCRIPTION	C LABOR VALUE	D MATERIAL VALUE	E TOTAL VALUE (C+D)	F, G, H, I Work Completed				J TOTAL TO DATE (F+G+H+I)	K % TO DATE (J/E)	L BALANCE TO FINISH
					From Previous Application		This Period				
					F+H LABOR	G+I MATERIAL	LABOR	MATERIAL			
	<b>Phase I - Classroom/Admin</b>										
1	Sanitary 1st Floor	15,000.00	11,000.00	26,000.00	15,000.00	11,000.00			26,000.00	100.00%	0.00
2	Sanitary 2nd Floor	15,000.00	12,000.00	27,000.00	15,000.00	12,000.00			27,000.00	100.00%	0.00
3	Water Piping 1st Floor	24,000.00	20,000.00	44,000.00	24,000.00	20,000.00			44,000.00	100.00%	0.00
4	Water Piping 2nd Floor	8,000.00	7,000.00	15,000.00	7,000.00	8,000.00			15,000.00	100.00%	0.00
5	Fixtures 1st Floor	20,000.00	30,000.00	50,000.00	20,000.00	30,000.00			50,000.00	100.00%	0.00
6	Fixtures 2nd Floor	20,000.00	30,000.00	50,000.00	20,000.00	DPO		DPO	20,000.00	40.00%	30,000.00
7	Pipe Insulation	1,500.00	2,000.00	3,500.00	1,500.00	2,000.00			3,500.00	100.00%	0.00
8	Sleeving and Fire Caulking	1,500.00	3,500.00	5,000.00	1,500.00	3,500.00			5,000.00	100.00%	0.00
9	Valve Tagging & Labeling	1,000.00	2,000.00	3,000.00	1,000.00	2,000.00			3,000.00	100.00%	0.00
10	Temporary Water	1,500.00	1,500.00	3,000.00	1,500.00	1,500.00			3,000.00	100.00%	0.00
11	Backhoe	1,600.00	3,000.00	4,600.00	1,600.00	3,000.00			4,600.00	100.00%	0.00
12	Bond		5,400.00	5,400.00		5,400.00			5,400.00	100.00%	0.00
	<b>PE Building and Chiller</b>										
13	Sanitary	3,000.00	1,500.00	4,500.00	3,000.00	1,500.00			4,500.00	100.00%	0.00
14	Water Piping	3,000.00	2,000.00	5,000.00	3,000.00	2,000.00			5,000.00	100.00%	0.00
15	Fixtures	4,000.00	5,000.00	9,000.00	4,000.00	5,000.00			9,000.00	100.00%	0.00
16	Backhoe	250.00	750.00	1,000.00	250.00	750.00			1,000.00	100.00%	0.00
	<b>Phase II - Cafeteria and Expansion of the Media Center</b>										
17	Sanitary and GW BFF	30,000.00	20,000.00	50,000.00	30,000.00	DPO		DPO	30,000.00	60.00%	20,000.00
18	Sanitary and GW AFF	10,000.00	6,000.00	16,000.00	10,000.00	6,000.00			16,000.00	100.00%	0.00
19	Water Piping	28,000.00	30,000.00	58,000.00	28,000.00	30,000.00			58,000.00	100.00%	0.00
20	Fixtures	15,000.00	50,000.00	65,000.00	15,000.00	DPO		DPO	15,000.00	23.08%	50,000.00
21	Kitchen Equipment and Somat	9,000.00	6,000.00	15,000.00	9,000.00	DPO		DPO	9,000.00	60.00%	6,000.00
22	Water Heater	3,000.00	7,000.00	10,000.00	3,000.00	7,000.00			10,000.00	100.00%	0.00
23	Insulation	6,000.00	10,000.00	16,000.00	6,000.00	10,000.00			16,000.00	100.00%	0.00
24	Valve Tagging & Labeling	2,000.00	3,000.00	5,000.00	2,000.00	3,000.00			5,000.00	100.00%	0.00
25	Sleeving and Fire Caulking	1,500.00	3,500.00	5,000.00	1,500.00	3,500.00			5,000.00	100.00%	0.00
26	Backhoe	2,000.00	3,000.00	5,000.00	2,000.00	3,000.00			5,000.00	100.00%	0.00
27	Cutting of Existing Slab & Remo	2,500.00	500.00	3,000.00	2,500.00	500.00			3,000.00	100.00%	0.00
	<b>Phase III - Service Yard</b>										
28	(3) 1,250 Gallon Grease Traps	5,000.00	24,000.00	29,000.00	5,000.00	24,000.00			29,000.00	100.00%	0.00
29	Excavation and Setting Structure	3,000.00	4,000.00	7,000.00	3,000.00	4,000.00			7,000.00	100.00%	0.00
CO-1	DPO		(106,000.00)	(106,000.00)					(106,000.00)	0.00%	(106,000.00)
CO-2	Connect Sanitary Lines	929.26	1773.16	2702.42	929.26	1773.16			2,702.42	100.00%	0.00
CO-3	Generator	325.45	885.5	1210.95	325.45	885.5			1,210.95	100.00%	0.00
CO-4	ASI #7	3880.72	3218.95	7099.67	3880.72	3218.95			7,099.67	100.00%	0.00
CO-5	Close out DPO		14,647.14	14,647.14		14,647.14			14,647.14	100.00%	(0.00)
CO-6	Repair Faucets	390.00	60.00	450.00	390.00	60.00			450.00	100.00%	0.00
CO-7	Water Line for Police House	2450.00	2,450.00	4,900.00	2,450.00	2,450.00	2,450.00	2,450.00	9,800.00	100.00%	(4,900.00)
	<b>TOTALS:</b>	244,325.43	220,684.75	465,010.18	243,325.43	221,684.75	2,450.00	2,450.00	469,910.18	100.00%	0.00
					THIS MONTH'S TOTAL (H + I):		4,900.00				
					RETAINAGE HELD ( 10 %):		490.00				

153

EXHIBIT A-68



**SUBCONTRACTOR'S APPLICATION FOR PAYMENT**

JOB NAME: NORCREST ELEMENTARY

Pay App # 11

*Firesprinters*

I hereby certify that this breakdown of the cost of work is true and accurate, to the best of my knowledge and belief, and that the amounts shown in the "Materials" column are only materials supplied to the above captioned project under order of my firm, in pursuit of the completion of the scope-of-work as stipulated in the subcontract between

\_\_\_\_\_ and STILES CONSTRUCTION CO. ((

further certify that funds due my firm under this document shall be used foremost to satisfy any financial obligations incurred in connection with this subcontract.

I also certify that payments, less applicable retention, have been made covered by payments received from the contractor, to (1) all my subco (sub-subcontractors) and (2) for all materials and labor used in or con performance of this Contract. I further certify I have complied with F local tax laws, including Social Security laws and Unemployment Com insofar as applicable to the performance of this contract.

I further certify that all materials delivered to the site or any other location temporary storage, which have been installed as part of the work have been put from only those supply houses or vendors listed on my contractors affidavit, or as amended hereon, (or amended on prior applications for payment). Furthermore, I understand that my next application for payment must be accompanied by releases of lien from said suppliers in the amount shown in column "I".

Furthermore, in consideration of the payment received and upon receipt of the amount due, the undersigned does hereby waive, release and relinquish all claim or right of lien which the undersigned may have upon the premises above

**Received**  
JUN 18 2010  
Stiles Accounting

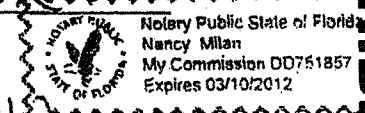
Additions to list of suppliers as shown on Contractor's Affidavit:

SUBCONTRACTOR NAME: Caribbean Fire Ass  
Date: 6-15-10  
Title: V.P. of Operation

1. ORIGINAL CONTRACT VALUE	\$ 107,331.00
1a. EXECUTED C.O.'s TO DATE	\$ 32,752.80
** REVISED CONTRACT VALUE	\$ 150,083.80
TOTAL WORK COMPLETED TO DATE (Column J)	\$ 150,083.80
RETAINAGE 10% of Completed Work	\$ 15,008.38
TOTAL EARNED LESS RETAINAGE (Line 2 less Line 3)	\$ 135,075.42
PREVIOUS CERTIFICATES FOR PAYMENT (Line 4 from prior application)	\$ 133,698.42
CURRENT PAYMENT DUE (Line 4 less Line 5)	\$ 1,377.00
7. BALANCE TO FINISH, PLUS RETAINAGE (Line 1 less Line 4)	\$ 15,008.38

Sworn and Subscribed to me this 15<sup>th</sup> day of June, 2010

X Nancy Milan  
NOTARY PUBLIC,



My Commission Expires: 3/10/2012

For Accounting Use Only:  
Vendor # 42908  
PM APPR LP SUPT. \_\_\_\_\_ W/C \_\_\_\_\_ LIAB \_\_\_\_\_  
CONTRACT# 1001120 INV# 100119 EXT rec

154

**EXHIBIT A-68**

SUBCONTR. NAME CARIBBEAN FIRE

OUR PROJECT NUMBER \_\_\_\_\_

PERIOD ENDING - 6/25/2010

PROJECT NAME: NORCREST ELEMENTARY

PROJECT LOCATION: 3951 NE 16TH AVENUE

A ITEM #	B DESCRIPTION	C LABOR VALUE	D MATERIAL VALUE	E TOTAL VALUE (C+D)	Work Completed				J TOTAL TO DATE (F+G+H+I)	K % TO DATE (J/E)	L BALANCE TO FINISH	M RETAINAGE
					From Previous Application		This Period					
					F LABOR (F+H)	G MATERIAL (G+I)	H LABOR	I MATERIAL				
1	BOND		1,586.00	1,586.00		1,586.00			1,586.00	100.00%	0.00	79.30
2	CLASSROOM BLDG ENGINEERING		7,000.00	7,000.00		7,000.00			7,000.00	100.00%	0.00	350.00
3	CLASSROOM BLDG 1st FL	16,684.00	25,026.00	41,710.00	16,684.00	25,026.00	0.00	0.00	41,710.00	100.00%	0.00	2085.50
4	CLASSROOM BLDG 2ND FL	8,728.00	12,687.00	21,415.00	8,925.95	12,489.05	0.00	0.00	21,415.00	100.00%	0.00	1070.75
5	FOOD SVC BLDG ENGINEERING		3,500.00	3,500.00		3,500.00			3,500.00	100.00%	0.00	175.00
6	FOOD SVC BLDG	12,848.00	19,272.00	32,120.00	11,318.00	19,272.00	1,530.00		32,120.00	100.00%	0.00	1606.00
7	CO#1-ADDED FIRE PUMP/PLAN	35,145.00		35,145.00	35,145.00		0.00		35,145.00	100.00%	0.00	1757.25
	CO#2-ADDITIONAL APPROVED FIRESPRINKLERS OVERTIME	3,467.20		3,467.20	3,467.20		0.00		3,467.20	100.00%	0.00	173.36
	CO#3-RELOCATE SPRINKLER LINE PER COORDINATION PURPOSES	945.60	0.00	945.60	945.60		0.00		945.60	100.00%	0.00	47.28
	CO # 4-Delivery of Fire Pump		2,000.00	2,000.00		2,000.00		0.00	2,000.00	100.00%	0.00	100.00
	CO#5-Overtime for pump start up	1,195.00		1,195.00	1,195.00		0.00		1,195.00	100.00%	0.00	59.75
<b>TOTALS:</b>		79,012.80	71,071.00	150,083.80	77,680.75	70,873.05	1,530.00	0.00	150,083.80	100.00%	0.00	7,504.10

THIS MONTH'S TOTAL (H + I):  
RETAINAGE HELD ( 10 %):

155

WGL  
43,167.80  
DN FROM  
CO#4

151,008.80 P

EXHIBIT A-68



1859 330.69

Electrical

JOB NAME: Norcrest Elementary School

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

ION ELECTRIC LLC # 23

I hereby certify that this breakdown of the cost of work is true and accurate, to the best of my knowledge and belief, and that the amounts shown in the "Materials" column are only materials supplied to the above captioned project under order of my firm, in pursuit of the completion of the scope-of-work as stipulated in the subcontract between and STILES CONSTRUCTION CO. (Contractor). I further certify that funds due my firm under this document shall be used first and foremost to satisfy any financial obligations incurred in connection with completion of this subcontract.

I also certify that payments, less applicable retention, have been made through the period covered by payments received from the contractor, to (1) all my subcontractors (sub-subcontractors) and (2) for all materials and labor used in or connection with the performance of this Contract. I further certify I have complied with Federal, State, and local tax laws, including Social Security laws and Unemployment Compensation laws insofar as applicable to the performance of this contract.

I further certify that all materials delivered to the site or any other location, for temporary storage, which have been installed as part of the work have been purchased from only those supply houses or vendors listed on my contractors affidavit, or as amended hereon, (or amended on prior applications for payment). Furthermore, I understand that my next application for payment must be accompanied by releases of lien from said suppliers in the amount shown in column "I".

Furthermore, in consideration of the payment received and upon receipt of the amount due, the undersigned does hereby waive, release and relinquish all claim or right of lien which the undersigned may now have upon the premises above described.

Table with 1 column and 4 rows: Additions to list of suppliers as shown on Contractor's Affidavit:

SUBCONTRACTOR NAME: ION ELECTRIC, LLC.
By: S-R Owen Date: 5-20-10
Title: Manager

- 1. ORIGINAL CONTRACT VALUE \$ 2,008,776.00
1a. EXECUTED C.O.'s TO DATE \$ -157,470.00
1b. REVISED CONTRACT VALUE \$ 1,851,306.00
2. TOTAL WORK COMPLETED TO DATE (Column J) \$ 1,829,931.00
3. RETAINAGE 10% of Completed Work \$ 92,565.00
4. TOTAL EARNED LESS RETAINAGE (Line 2 less Line 3) \$ 1,758,741.00
5. PREVIOUS CERTIFICATES FOR PAYMENT (Line 4 from prior application) \$ 1,738,435.00
6. CURRENT PAYMENT DUE (Line 4 less Line 5) \$ 20,306.00
7. BALANCE TO FINISH, PLUS RETAINAGE (Line 1 less Line 4) \$ 92,565.00

Sworn and Subscribed to me this 20th day of MAY 2010

X Francisco Garcia
NOTARY PUBLIC,



My Commission Expires: March 29, 2013

For Accounting Use Only:

Vendor #
PM APPR. SUPT. W/C LIAB
CONTRACT# INV# EXT

**CONTINUATION SHEET**

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

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

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

APPLICATION NO: 23

PERIOD TO: 5-31-10

ARCHITECT PROJECT NO:

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH C-G	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	MOBILIZATION/PERMIT FEES	\$140,000	\$140,000	\$0.00		\$140,000	100%	\$0	\$7,000.00
2	TEMPORARY POWER	\$45,600	\$45,600	\$0.00		\$45,600	100%	\$0	\$2,280.00
3	SWITCHGEAR	\$161,563	\$161,563	\$0.00		\$161,563	100%	\$0	\$8,078.15
4	FIXTURES	\$237,530	\$236,936	\$593.82		\$237,530	100%	\$0	\$11,876.50
5	GENERATOR ATS	\$61,750	\$61,596	\$154.37		\$61,750	100%	\$0	\$3,087.50
6	FIRE ALARM	\$107,028	\$106,867	\$160.54		\$107,028	100%	\$0	\$5,351.40
7	SOUND, CLOCK, TV	\$220,934	\$219,829	\$1,104.67		\$220,934	100%	\$0	\$11,046.70
8	LIGHTNING PROTECTION	\$98,224	\$97,978	\$245.56		\$98,224	100%	\$0	\$4,911.20
9	ITV TOWER	\$29,178	\$29,178	\$0.00		\$29,178	100%	\$0	\$1,458.90
10	DUCT BANK	\$145,000	\$145,000	\$0.00		\$145,000	100%	\$0	\$7,250.00
11	FEEDERS	\$264,541	\$263,880	\$661.35		\$264,541	100%	\$0	\$13,227.05
12	BRANCH LIGHTING	\$219,000	\$217,905	\$1,095.00		\$219,000	100%	\$0	\$10,950.00
13	BRANCH POWER	\$234,000	\$232,830	\$1,170.00		\$234,000	100%	\$0	\$11,700.00
14	SITE LIGHTING	\$23,969	\$23,849	\$120.00		\$23,969	100%	\$0	\$1,198.45
15	BOND	\$20,459	\$20,459	\$0.00		\$20,459	100%	\$0	\$1,022.95
16		\$0	\$0	\$0.00		\$0	0%	\$0	\$0.00
17									
18	CO #01	(\$435,374)	(\$435,374)	\$0.00		(\$435,374)	100%	\$0	(\$21,768.70)
19	CO #02	\$6,084	\$6,084	\$0.00		\$6,084	100%	\$0	\$304.20
20	CO #03	\$36,456	\$36,456	\$0.00		\$36,456	100%	\$0	\$1,822.80
21	CO #04	\$32,768	\$32,768	\$0.00		\$32,768	100%	\$0	\$1,638.40
22	CO #05	\$38,041	\$38,041	\$0.00		\$38,041	100%	\$0	\$1,902.05
23	CO #06	\$10,245	\$10,245	\$0.00		\$10,245	100%	\$0	\$512.25
24	CO #07	\$78,601	\$78,601	\$0.00		\$78,601	100%	\$0	\$3,930.00
25	CO #08	\$4,602	\$4,602	\$0.00		\$4,602	100%	\$0	\$230.10
26	CO #09	\$25,756	\$25,756	\$0.00		\$25,756	100%	\$0	\$1,287.80
27	CO #10	\$16,969	\$16,969	\$0.00		\$16,969	100%	\$0	\$848.40
28	CO #11	\$12,312	\$12,312	\$0.00		\$12,312	100%	\$0	\$615.60
29	CO #12	\$16,070		\$16,070.00		\$16,070	100%	\$0	\$803.50
30				\$0.00		\$0	0%		
31				\$0.00		\$0	0%		
32				\$0.00		\$0	0%		
33				\$0.00		\$0	0%		
34				\$0.00		\$0	0%		
35				\$0.00		\$0	0%		
36				\$0.00		\$0	0%		
37				\$0.00		\$0	0%		
38				\$0.00		\$0	0%		
39				\$0.00		\$0	0%		
40				\$0.00		\$0	0%		
<b>SUBTOTAL:</b>		<b>\$1,851,306</b>	<b>\$1,829,931</b>	<b>\$21,375</b>	<b>\$0</b>	<b>\$1,851,306</b>	<b>100%</b>	<b>0</b>	<b>92,565</b>

157

EXHIBIT A-68



*The School Board of Broward County, Florida*

*Office of the Chief Auditor*

*Patrick Reilly, Chief Auditor*

September 17, 2013

TO: J. Paul Carland II, General Counsel  
Thomas C. Cooney, Assistant General Counsel  
Office of The General Counsel

FROM: Mr. Robert Goode, Manager *RG*  
Facility Audits

VIA: Mr. Patrick Reilly, Chief Auditor *PR*  
Office of the Chief Auditor

SUBJECT: **Draft Internal Audit Report – Additional Questioned Cost**  
**Review of Norcrest Elementary School #0561-24-01/P.000105**  
**Phased Replacement Phase III of III**  
**Financial Close Out – Final Change Order No. 5**  
**Agenda Item JJ-99D**

Gentlemen:

Upon further review of the subject audit, we have found an additional category of questioned costs we wish to add a new item number 68 to the exhibit "A" spreadsheet.

New Item No. 68 identifies performance and payment bond premiums that the CM incorrectly charged as cost of work items. Article 7.1 of the Construction Manager's Agreement, establishes that General Conditions Article 26.02.06 "Cost of the premiums for all insurance and cost of premiums for **all bonds** which the Construction Manager is required to procure by this Agreement specifically for the construction project" is included in the CM's General Conditions Fee and is not to be charged as a cost of work item.

The following bond premiums were found in the CM's Cost of Work Binders and the related subcontractor original contract schedule of values.

<b><u>Subcontractor</u></b>	<b><u>Performance &amp; Payment Bond Premiums</u></b>
American Engineering & Development Corp.	\$24,187
Tilt Con Corp (A shell subcontractor)	19,505
Cayman National Manufacturing & Installation	4,419

# EXHIBIT A-69

**Subcontractor**

**Performance & Payment Bond Premiums (Continued)**

Latite Roofing & Sheet Metal, LLC	\$7,467
Healey Plumbing	5,400
Caribbean Fire & Accessories	1,586
Ion Electric, LLC	<u>20,459</u>
Total Premium Refund	\$83,023

The following subcontractors have evidence of bond premiums as follows; shown in their schedule of values but combined with other costs, change orders charging bond premiums, Shell Subcontractors that require bonding and evidence of supplying bonds without premium documentation. I have applied bond premium standard rates to approximate the potential additional premiums refund due SBBC.

<b><u>Subcontractor</u></b>	<b><u>Original Contract</u></b>	<b><u>Premium Multiplier</u></b>	<b><u>Perf &amp; Pay Bond Premiums</u></b>
-----------------------------	---------------------------------	----------------------------------	--

Hyvac, Inc.	1,676,700	1.5%	\$25,150
Pre Stressed Conc. Inc. (Shell Subcontractor)	309,000	1.5%	4,635
Southern State Masonry (Shell Subcontractor)	330,429	2.0%	6,608
Steel Fabricators, Inc. (Shell Subcontractor)	422,703	2.0%	8,454

Lotspeich	359,089	1.5%	5,386
Division 9	681,943	2.0%	<u>13,639</u>
<del>Total Potential Premium Refund</del>			<del>\$83,872</del>

Total all identified bond premium refunds and potential refunds.....\$146,895

cc: Gerardo Usallan, Jr., Manager, Facility Audits  
Joe Wright, Auditor III

Attachments

These two items total \$19,025. They are not allowed as a Cost of Work per Office of the General Counsel Legal Opinion Memorandum dated 11-5-2013.

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**



**AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER**

**PROJECT NO:** 0561-24-01  
Phased III Replacement

**PROJECT NAME AND LOCATION:** Norcrest Elementary School  
3951 NE 16<sup>th</sup> Avenue  
Pompano Beach, FL 33064

**CONSTRUCTION MANAGER:** Stiles Construction Co.  
300 SE 2<sup>nd</sup> Street  
Fort Lauderdale, FL 33301  
Tel: 954-627-9150  
Fax: 954-627-9174  
E-Mail: [david.lowery@stiles.com](mailto:david.lowery@stiles.com)

**PROJECT CONSULTANT:** Song & Associates, Inc.  
400 Australian Avenue, So., 6<sup>th</sup> Fl.  
West Palm Beach, FL 33401  
Tel: 561-655-2423  
Fax: 561-655-1482  
E-Mail: [rmanning@songandassociates.com](mailto:rmanning@songandassociates.com)

Construction Manager Agreement  
July 6, 2004

# EXHIBIT B

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

### AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER GENERAL CONDITIONS OF THE CM CONTRACT

#### TABLE OF CONTENTS

ARTICLE	DOCUMENT TITLE	PAGE
	Form of Agreement Between Owner And Construction Manager	2
1	The Project Construction Team and Entire Agreement	3
2	The Work	3
3	Construction Manager's Services	4
4	Schedule, Time of Commencement and Substantial Completion	9
5	Liquidated Damages	9
6	Guaranteed Maximum Price for Construction	10
7	Construction Manager's Fees	12
8	Payments to the Construction Manager	14
9	Contract Bonds	17
10	Notices	17
11	Authority Provisions	18
12	Non-Discrimination Provision	18
13	Caption Provision	18
14	Assignment Provision	18
15	Excess Funds Provision	18
	Signatures	19
	Acknowledgement by Surety	20

#### GENERAL CONDITIONS OF THE CM CONTRACT

1	Definitions	1
2	Coordination and Correlation of Drawings and Specifications	4
3	Intent and Interpretation	4
4	Ownership of the Contract Documents which make up the Contract	5
5	Temporary Utilities	5
6	Owner Occupancy	5
7	Job-Site Facilities	6
8	Construction Manager's Staff	6
9	Lines of Authority	6
10	Schedule and Project Manual Provisions	8
11	Quality Control	7
12	License and Permits	7
13	Job Site Requirements	7
14	Responsibilities for Work Security	7
15	Safety, Protection of Work and Property	8
16	Materials	10
17	Workforce Composition	11
18	Inspection: Rejection of Materials and Workmanship	12
19	Administrative Records	12
20	Owner's Responsibilities	13

Construction Manager Agreement  
Table of Contents  
July 6, 2004

21	Administration of the Contract	13
22	Inspection	14
23	Discovering and Correcting Defective or Incomplete Work	14
24	Subcontracts	15
25	Construction Manager's Fees	17
26	Cost of the Project	18
27	Change orders and Construction Change Directives	21
28	Discount and Penalties	23
29	Bonds, Insurance, Indemnity and Waiver of Subrogation	23
30	Indemnity and Hold Harmless	24
31	Construction Manager's Insurance	25
32	Waiver of Subrogation	26
33	Withholding Payment to Construction Manager	27
34	Termination by the Construction Manager	27
35	Owner's Right to Perform Construction Manager's Obligations and Termination by the Owner for Cause	27
36	Termination by the Owner without Cause	28
37	Laws and Regulations	28
38	Dispute Resolution	29
39	Governing Law and Attorneys Fees	29
40	Rights and Remedies	29
41	Successors, Assigns and Assignment	29
42	Notice of Claim: Waiver of Remedies; No Damage for Delay	29
43	Royalties and Patents	30
44	Right to Audit Provisions	31
45	Miscellaneous	31
Exhibit A	Construction Team Assigned Representatives	33
Exhibit B	Owner's Construction Budget	34
Exhibit C	Construction Managers Personnel	35
Exhibit D	Construction Managers Personnel to be Assigned During Preconstruction Phase	36
Exhibit E	Construction Managers Personnel to be Assigned During Off-Site	37
Exhibit F	Construction Managers Personnel to be Assigned During On-Site	38
Exhibit G	Construction Managers Document Review Procedures	39
Exhibit H	Construction Managers Document Review Form	41
Exhibit I	Warranty Defect Response Request	43
Exhibit J	Form of Addendum to Agreement between Owner and Construction Manager (4 pages)	
Exhibit K	Composite Exhibit of Documents as follows:	
	Document 00435: Schedule of Values (8 pages)	
	Document 00600: Performance Bond Form	
	Document 00610: Payment Bond Form	
	Document 01250g: Contingency Use Directive (1 page)	
	Document 01290a: Application for Payment (2 pages)	
	Section 01295: Direct Owner Purchasing Program (5 pages)	
	Rider to Performance Bond Form	
	Rider to Payment Bond Form	
	Truth in Negotiations Certification	

**END OF TABLE OF CONTENTS**

**FORM OF AGREEMENT  
BETWEEN OWNER AND CONSTRUCTION MANAGER**

THIS AGREEMENT made and entered into this 7<sup>th</sup> day of June in the year 2005 by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

(hereinafter referred to as **Owner**) and

Stiles Construction Co.  
300 SE 2<sup>nd</sup> Street  
Fort Lauderdale, FL 33301  
Tel: 954-627-9150  
Fax: 954-627-9174  
Federal Employer Identification Number  
State of Incorporation - Florida

(hereinafter referred to as "**Construction Manager**")

Fixed Limits of Construction Cost (FLCC): \$10,500,000

**WHEREAS**, Owner is the owner of certain real property located in Broward County and Owner desires to have:

Phased III Replacement  
Norcrest Elementary School  
3951 NE 16<sup>th</sup> Avenue  
Pompano Beach, FL 33064

constructed pursuant to drawings, specifications and other contract documents prepared by or to be prepared by,

Song and Associates, Inc.

(hereinafter referred to as Project Consultant)

**WHEREAS**, the Construction Manager is desirous of performing the Work in accordance with the Contract Documents and all applicable laws, codes and ordinances.

**NOW THEREFORE**, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the Owner to Construction Manager, the parties agree as follows:

**ARTICLE I  
THE PROJECT CONSTRUCTION TEAM AND ENTIRE AGREEMENT**

1.1 The Construction Manager, Stiles Construction Co., accepts the relationship of trust and confidence established between it and the Owner by this Agreement. It covenants with the Owner to furnish its best skill and judgment and to cooperate with the Project Consultant in furthering the interests of the Owner. It agrees to furnish efficient business administration and superintendence and use its best efforts to complete the project in the best and soundest way and in the most expeditious and economical manner consistent with the interest of the Owner.

Construction Manager Agreement  
July 6, 2004

- 1.2 The Project Construction Team - The Construction Manager, the Owner and the Project Consultant, called the Project Construction Team, shall work jointly during design and through the completion of the warranty phase and shall be available thereafter should additional services be required. The specific representatives of the Construction Team are shown in Exhibit A attached to the General Conditions.
- 1.3 Entire Agreement - This Agreement between the Owner and the Construction Manager supersedes any prior negotiations, representations or agreements with respect to the project. When drawings, specifications and other descriptive documents defining the Work to be included in the Guaranteed Maximum Price (GMP) is completed pursuant to Article 6, an Addendum to the Agreement shall be signed by the Owner and Construction Manager, acknowledging the GMP amount and the drawings, specifications and other descriptive documents upon which the GMP is based. When drawings, specifications and other descriptive documents defining the Work to be included under a Notice to Proceed are completed pursuant to Article 6, they shall be identified in the Notice to Proceed issued by the Facilities Project Manager. To expedite the preparation of this GMP Addendum by the Owner, the Construction Manager shall obtain three (3) sets of signed, sealed and dated drawings, specifications and other documents upon which the GMP is based from the Project Consultant. The Construction Manager shall acknowledge, by signature, on the face of each document of each set that it is the set upon which the Construction Manager based the GMP and shall send one set of the documents to the Owner's Project Manager along with his GMP proposal, while keeping one set for himself and returning one set to the Project Consultant.
- 1.4 This Construction Management At Risk Contract, along with the Contract Documents consisting of the Agreement Form, M/WBE goals as set forth in the Request for Qualifications, Documents contained in the Project Manual (including but not limited to Division 0 and 1), a listing of which is attached to the GMP Addendum, General and Supplementary Conditions, Addenda, Drawings, Specifications, and modifications issued after execution of the Contract embodies the entire agreement between Owner and Construction Manager and supersedes all other writings, oral agreements, or representations.

The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein.

No changes, amendments or modifications of any of the terms or conditions of the contract shall be valid unless reduced to a written instrument and signed by both parties.

## ARTICLE 2 THE WORK

- 2.1 The Construction Manager shall perform all of the Work required by the Contract Documents and shall provide materials, supplies, tools, equipment, labor and services directly related to the Work. The CM shall perform the Work in a good and workmanlike manner with sufficient manpower to meet the time and quality requirements set forth in the Contract Documents, and shall provide and perform all other work and services necessary to complete the Work in strict accordance with the Contract Documents.
- 2.2 When completed, the Work shall conform to the requirements of the Contract Documents and be ready for Substantial Completion and Final Completion.
- 2.3 The Construction Manager represents and warrants to the Owner that:
- .1 It is financially solvent and has sufficient working capital to perform its obligations under this Construction Contract;
  - .2 It is experienced and skilled in the construction of the type of project described in the Contract Document;
  - .3 It is able to provide the labor, materials, services, equipment and machinery necessary to complete the Work for the agreed upon price;

Construction Manager Agreement  
July 6, 2004

- .4 It is fully licensed under all applicable laws and authorized to do business as a General Contractor in the State of Florida in the name of the entity identified as the "Construction Manager" in the Construction Contract;
- .5 It has visited the jobsite and examined its nature and location, prior to submission of the GMP, including without limitation: the surface conditions of the site and any structure or obstruction both natural or man-made; the surface water conditions and water ways of the site and surrounding area; the subsurface conditions of the land as disclosed by soil test borings as provided by the Owner and the location of electric and utility lines and water, sanitary, sewer and storm drain lines as provided by the Owner. The Construction Manager acknowledges receipt and has reviewed the site geotechnical report provided by the Owner.
- .6 It will comply with all federal, state and local governmental laws, rules and regulations relating to its responsibilities as set forth in the Contract Documents; where a conflict exists between any laws and/or regulation, the most stringent shall apply.
- .7 It will comply with the Workforce Composition requirements, M/WBE program goals, and submit and comply with the Certificate of Intent requirements.
- .8 It will review the Consultant's Design and Construction documents and provide comments in accordance with contract requirements.

### ARTICLE 3 CONSTRUCTION MANAGER'S SERVICES

- 3.1 The services of the Construction Manager shall include, but are not limited to, those described or specified herein. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned. The Construction Manager shall also comply with all requirements of the Florida Building Code (FBC) and Florida Fire Prevention Code, in effect as of the date the building permit(s) is issued.

#### 3.2 PRE-DESIGN PHASE

- .1 The Construction Manager shall review project requirements, educational specifications, on and off-site development, survey requirements, preliminary budget, and make value engineering and constructability recommendations for revisions to the Owner and Project Consultant in the form of a written report prior to final payment for this phase.
- .2 The Construction Manager shall, subject to Owner's approval and compliance with existing Owner completion schedule, establish a preliminary master project schedule identifying all phases, Critical Path elements, responsibilities of the Owner, Project Consultant, outside agencies, third parties and any other impacts which would affect project schedule and progress and update them monthly throughout the duration of the contract.
- .3 Where the project includes renovation or expansion of an existing Facility, the Construction Manager will assist the Construction Team in, preparing an analysis package outlining the condition of the existing Facility, existing structure, existing finishes, and existing equipment, code deficiencies, energy use, and life expectancy of other building systems by providing constructability, value engineering and cost estimates recommendations. The package should contain the Construction Managers recommendations, cost estimates and preliminary schedules. Such information shall be provided to the Owner and Project Consultant in the form of a written report prior to final payment for this phase.
- .4 The Construction Manager shall prepare detailed cost estimates and recommendations to Owner

Construction Manager Agreement  
July 6, 2004



and Project Consultant at S.D., (Schematic Design), D.D (Design Development) C.D. (50% and 100% Construction Documents) phases of the project. Such information shall be provided to the Owner and Project Consultant in the form of a written report prior to final payment for each phase.

- .5 The Construction Manager shall provide project delivery options for the design, bid, and bid packaging of the project for efficient scheduling, cost control and financial resource management. Such information shall be provided to the Owner and Project Consultant in the form of a written report prior to final payment for this phase.
- .6 The Construction Manager shall utilize information and reporting systems to provide the Owner with monthly reports containing accurate and current cost controls, work status, including but not limited to Work narrative, Work completed/anticipated, short term and long term schedules estimated expenditures, and project accounting systems of the project at all times. Such information shall be provided to the Owner and Project Consultant in the form of a written report, prior to final payment for this phase.
- .7 The Construction Manager shall prepare a report with the Project Team's participation which shall describe, as a minimum, the Work plan, job responsibilities, and written procedures for reports, meetings, inspections, changes to the project, building systems and delivery analysis and other relevant matters. Such information shall be provided to the Owner and Project Consultant prior to final payment for this phase.
- .8 The Construction Manager shall provide market analysis and motivation for subcontractor interest and recommendations for minority business participation. This shall include analysis of the Construction Manager's historical data for subcontracting, communication with contractor and trade organizations requesting participation, review of the Owner's M/WBE data, advertising, outreach programs, mailings to all prospective bidders identified by these actions, and reporting of all of the forgoing to the Owner. Such information shall be provided to the Owner and Project Consultant in the form of a written report prior to final payment for this phase.
- .9 The Construction Manager's personnel to be assigned during this phase and their duties and responsibilities to this project and the duration of their assignments are shown on Exhibit D to the General Conditions. All required reports and documentation shall be submitted and approved by the Owner as pre-requisite to progress payments to the Construction Manager by the Owner during this phase.

### 3.3

#### **DESIGN PHASE**

- .1 The Construction Manager will be required to attend all project related meetings and include a summary of the meeting in its monthly report to the Owner as specified in Document 01310.
- .2 The Construction Manager will periodically review to the best of their abilities all Contract documents for constructability and compliance with applicable laws, rules, codes, design standards, and ordinances. Such information shall be provided to the Owner and Project Consultant in the form of a written report in format as noted herein prior to final payment for this phase (Refer to exhibits G and H).
- .3 The Construction Manager will be required to work with and coordinate their activities with any additional consultants, or testing labs and others that Owner provides for the project and report all findings as specified in Document 01310.
- .4 The Construction Manager shall review all Contract documents for the new and existing buildings and/or building sites and provide value engineering recommendations to minimize the Owner's

Construction Manager Agreement  
July 6, 2004

capital outlay and maximize the Owner's operational resources. Such information shall be provided to the Owner and Project Consultant in the form of a written report prior to final payment for this phase. All such recommendations shall be acknowledged and incorporated into the construction documents by the Project Consultant unless otherwise authorized by the Owner in writing.

- .5 The Construction Manager will review construction documents and the new and existing buildings conditions and/or building site to reduce to the best of their abilities conflicts, errors and omissions and shall coordinate with the Project Consultant in order to eliminate change orders due to errors, omissions and unforeseen conditions.
- .6 The Construction Manager shall periodically update the master project schedule and make recommendations for recovery of lost time. Such information shall be provided to the Owner and Project Consultant in the form of a written report prior to final payment for this phase.
- .7 The Construction Manager will coordinate with the Project Consultant and provide to the Project Construction Team permitting applications and requirements for the projects. The Construction Manager will periodically update cost estimates and make recommendations to keep the project within the FLCC.

.8 **AT COMPLETION OF THE CONSTRUCTION MANAGER'S REVIEW OF THE PLANS AND SPECIFICATIONS, EXCEPT ONLY AS TO SPECIFIC MATTERS AS MAY BE IDENTIFIED BY APPROPRIATE WRITTEN COMMENTS PURSUANT TO THIS SECTION, THE CONSTRUCTION MANAGER SHALL WARRANT, WITHOUT ASSUMING THE PROJECT CONSULTANT'S RESPONSIBILITIES, THAT THE PLANS AND SPECIFICATIONS ARE CONSISTENT, PRACTICAL, FEASIBLE AND CONSTRUCTIBLE. CONSTRUCTION MANAGER SHALL WARRANT THAT THE WORK DESCRIBED IN THE PLANS AND SPECIFICATIONS FOR THE VARIOUS BIDDING PACKAGES IS CONSTRUCTIBLE WITHIN THE SCHEDULED CONSTRUCTION TIME.**

.9 **DISCLAIMER OF WARRANTY: THE OWNER DISCLAIMS ANY WARRANTY THAT THE PLANS AND SPECIFICATIONS FOR THE PROJECT ARE ACCURATE, PRACTICAL, CONSISTENT OR CONSTRUCTIBLE OR WITHOUT DEFECT.**

.10 The Owner may select certain projects for expediting using fast-track construction. When this option is exercised, in writing, by SBBC, it shall be implemented in accordance with the following;

A. Design/Construction documents as noted herein shall be submitted by the Consultant for review and approval by SBBC (including Building Code review and Building permit issuance for 100% completion documents) the Construction Manager and others, as applicable, having jurisdiction;

1. Foundation / Structural / LCCA / Site and Off-Site Package – 100% Documents
  - (a) A separate 50% completion progress set (for information only) of Building Finish Package drawings shall also be submitted which shall show all of the major characteristics of the project utilities and service, detailed site and floor plans, elevations, sections, schedules, etc.
  - (b) Construction may begin after approvals and building permit is obtained for above package.

2. Building Finish Package – 100% Documents
3. As mutually agreed by the parties in writing.

Construction Manager Agreement  
July 6, 2004

- .11 **Guaranteed Maximum Price (GMP):** Upon completion of the design phase [construction documents 100% complete] and prior to the bidding and award phase, the Construction Manager shall present to the Owner the GMP for the Owners review and approval in accordance with Article 6 of this Agreement.

**3.4****BIDDING AND AWARD PHASE**

- .1 At this stage the Construction Manager assumes the leadership responsibility for the project team. Upon obtaining all necessary approvals of the Construction Documents including a Building Permit as required by the FBC and Owner approval of the latest Statement of Probable Construction Cost, the Construction Manager shall obtain bids and commence awarding construction contracts. The Owner will have the drawings and specifications printed for bidding purposes, either through its open Agreements with printing firms or as a reimbursable service through the Project Consultant, or as set forth in Article 26.03.08 in the General Conditions of this CM Agreement.
- .2 The Construction Manager shall review the Owners records of pre-qualified contractors, including Minority/Women Business Enterprises (M/WBEs), and prepare a list of those recommended for work pursuant to this contract. The Owner reserves the right to reject any or all subcontractors recommended for approval. The Construction Manager shall maintain a list of all potential bidders, including M/WBEs and those who are approved as pre-qualified.
- .3 The Construction Manager shall prepare and issue the bid packages to cover the scope of the Work for this contract.
- .4 The Construction Manager, in coordination with the Owner, shall schedule pre-bid conferences as required and issue a written summary of the conference(s).
- .5 **Solicitation of Bids:**
  - .1 The Construction Manager shall enter into Contracts with the firm who submits the lowest, responsive and responsible bid. The Construction Manager shall advertise according to SBBC policies as amended from time to time for bids on Document 00101 at least three (3) times, seven (7) days apart, and with the third (3<sup>rd</sup>) advertisement prior to a pre-bid conference if applicable and at least seven (7) days prior to the bid opening. Written proposals based on drawings and/or specifications shall be submitted to the Construction Manager. The written proposals shall all be opened at the usual location for bid openings. A tabulation of the results shall be furnished by Construction Manager to the Owner.
- .6 The Construction Manager and Owner, shall open at the Construction Manager location and evaluate at least three bids, if possible, for each portion of the Work solicited. The Construction Manager shall also make recommendations to the Owner for award to the lowest, responsive, and responsible bidder. A recommendation for award to other than the lowest bidder shall be justified in writing.

**3.5****CONSTRUCTION PHASE**

- .1 The Construction Manager shall fully comply with the provision of the Owner's Project Manual, including but not limited to Division 0 and 1, and the attached General Conditions of this contract. In the event of a conflict between this Agreement and such documents the agreement shall control.

Construction Manager Agreement  
July 6, 2004

- .2 The Construction Manager shall provide the following minimum staffing level as set forth in Exhibit C-F for this project:
- .3 The Construction Manager shall maintain and prepare monthly updates for all project schedules, including Critical Path elements, provide written progress reports, describe problems and corrective action plan(s) and conduct briefings as required by the Owner. Such information shall be provided to the Owner and Project Consultant in the form of a written report with progress payments requests.
- .4 The Construction Manager may self perform certain construction work when it benefits the Owner, results in cost and time savings, and is pre-approved by the Owner in writing.
- .5 The Construction Manager shall coordinate project close-out, operation, and transition to occupancy.
- .6 The Construction Manager shall coordinate with the Project Consultant to provide complete project records including project manual, and electronic Computer Assisted Drafting (CAD) drawings corrected to show all construction changes, additions, and deletions. (Construction Manager shall note make all changes on the as-builts for the Project Consultant to reflect on the drawings and CAD disc.)
- .7 The Construction Manager shall coordinate with the Owner's staff to prepare the Certificate of Final Inspection.
- .8 The Construction Manager shall obtain and review all warranties, operations and maintenance manuals and other such documents, for completeness, have them corrected if necessary and submit them to the Owner.
- .9 The Construction Manager shall complete all punch list items generated by the Building Code Inspector (BCI), the Owner, the Project Consultant and any others having jurisdiction over the project, during its inspections.

## 3.6

### WARRANTY PHASE

- .1 The Construction Manager shall provide a minimum one (1) year warranty and shall coordinate and supervise the completion of warranty Work during the warranty period. Construction Manager shall participate with the Owner in conducting of warranty inspections held on the sixth (6<sup>th</sup>) and eleventh (11<sup>th</sup>) months after occupancy. Construction Manager shall deliver as-built drawings, warranties and guaranties to the Owner.
- .2 Where any Work is performed by the Construction Manager's own forces or by subcontractors under contract with the Construction Manager, the Construction Manager shall warrant that all materials and equipment included in such Work will be new except where indicated otherwise in Contract Documents, and that such Work will be free from improper workmanship and defective materials and in conformance with the Drawings and specifications. With respect to the same Work, the Construction Manager further agrees to correct all work found by the Owner to be defective in material and workmanship or not in conformance with the Drawings and Specifications for a period of one year from the Date of Owner Occupancy of the Project or a designated portion thereof or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the Specifications or by Florida Law. The Construction Manager shall collect and deliver to the Owner any specific written warranties given by others as required by the Contract Documents.

Construction Manager Agreement  
July 6, 2004

3 The Construction Manager shall provide a Warranty Summary Report at the end of the 6-month warranty period and 11-month warranty period. This report shall provide at a minimum;

- (1) Description of each warranty item during the period.
- (2) Date item reported to Construction Manager.
- (3) Date item corrected. If more than one trip required, document each.
- (4) Description of action taken to cure warranty item.
- (5) Obtain signature of school principal or designee acknowledging warranty items have been completed.
- (6) Other pertinent information, if applicable.

#### **ARTICLE 4**

#### **SCHEDULE, TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

4.1 Prior to commencement of the Construction Phase, the Owner shall issue to the Construction Manager, in writing, a Notice to Proceed (NTP) for the Construction Phase. The NTP shall include a project substantial completion date, a project final completion date and an Owner Occupancy date for completion of the project in accordance with the master project schedule in accordance with the GMP Addendum. The Construction Manager agrees to complete the construction in accordance with the agreed upon substantial completion date and final completion date.

#### **ARTICLE 5**

#### **LIQUIDATED DAMAGES**

#### 5.1 **LIQUIDATED DAMAGES FOR SUBSTANTIAL COMPLETION**

5.1.01 The Construction Manager shall pay the Owner the sum of:

5.1.02 Fifteen hundred dollars (\$1,500) per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth in the contract documents for Substantial Completion of each phase, if phased, or the project, if not phased.

5.1.03 Owner and Construction Manager acknowledge that any sums due and payable hereunder by the Construction Manager shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs likely to be sustained by the Owner as estimated at the time of executing this Contract. If the Owner reasonably believes in its discretion that Substantial Completion will be delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Construction Manager an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when in the Owner's discretion the Construction Manager overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Construction Manager those funds withheld, but no longer applicable, as liquidated damages.

5.1.04 Partial use or occupancy of the Work may not result in the Work being deemed substantially completed, and such partial use or occupancy may not be evidence of Substantial Completion.

5.1.05 Substantial Completion, in the context of this Contract, does not refer to any prior dates wherein the Owner employs other contractors to work on the same site of the Project or Work.

#### 5.2 **LIQUIDATED DAMAGES FOR FINAL COMPLETION:**

5.2.01 If the Construction Manager fails to achieve final completion within 60 days of the date of Substantial Completion, the Construction Manager shall pay the Owner the sum of:

Construction Manager Agreement  
July 6, 2004

# EXHIBIT B

five hundred dollars (\$500) per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth for final completion of the Work.

- 5.2.02 Any sums due and payable hereunder by the Construction Manager shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs likely to be sustained by the Owner, as estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Construction Manager an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays.
- 5.2.03 Prior to being entitled to receive final payment, and as a condition precedent thereto, the Construction Manager shall provide the Owner, in the form and manner required by Owner, if any, the following:
- .1 An affidavit that Construction Manager's obligations to all subcontractors, laborers, equipment or suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;
  - .2 Such other documents as required by the Project Manual from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who has or might have a claim against the Owner including but not limited to final releases of lien;
  - .3 All product warranties, operating manuals, instruction manuals and other documents customarily required of the Construction Manager or reasonably required by Owner, including but not limited to those required elsewhere in the Contract Documents, as part of its Project Closeout procedures;

## ARTICLE 6 GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION

- 6.1 The Construction Manager shall submit a written Guaranteed Maximum Price (GMP) for Construction to the Owner when the Construction Documents are 100% complete, see Exhibit 1 to the Agreement. Work shall not commence prior to the issuance of a Building Permit by the Chief Building Official. This indicates that all mandatories have been met (defined as Building Department code requirements.) Further, the agreed upon comments are required to be incorporated into the drawings at this stage. When design review "approval" is withheld, the documents must be resubmitted. The GMP shall guarantee the maximum price for the construction cost of the project or designated part thereof, for phased projects, and shall be approved by the Owner. Such Guaranteed Maximum Price will be subject to modification for changes in the project as provided in Article 27 of the general conditions. However, the actual price paid for the Work by the Owner shall be the actual cost of all Work subcontracts, supply contracts, direct labor costs, direct supervision costs, and direct job costs as defined under Article 26 of the general conditions, plus the Construction Manager's fees or the GMP, whichever is less when the Work is complete. **OWNER SHALL NOT BE LIABLE FOR NOR SHALL IT PAY CONSTRUCTION MANAGER ANY SUMS IN EXCESS OF THE GUARANTEED MAXIMUM PRICE. CONSTRUCTION MANAGER AGREES THAT ANY AND ALL SAVINGS BELONG AND/OR REVERT BACK TO THE OWNER.**
- .1 At the time of submission of a GMP, the Construction Manager will verify the time schedule for activities and work which were adopted by the Construction Team and used to determine the Construction Manager's cost of Work. In addition to the cost of Work, the GMP will include an agreed upon sum as the construction contingency which is included for the purpose of accounting for unforeseen increases or decreases in the construction cost at the time bids are received and approved by the Construction Manager and Owner and/or unforeseen circumstances. The Construction Manager will be required to furnish documentation evidencing expenditures charged to

Construction Manager Agreement  
July 6, 2004

this contingency prior to the release of funds by the Owner. The use of the contingency shall be subject to School Board approval as noted in General Conditions Article 1, Paragraph 1.1.12, if the amount requested exceeds Fifty thousand dollars (\$50,000.00) prior to disbursement to Construction Manager. The use of the contingency where the request does not exceed Fifty thousand dollars (\$50,000.00) shall be subject to the unanimous approval of the Deputy Superintendent, Facilities and Construction Management, Project Manager, Project Consultant, and Executive Director, Project Management, prior to disbursement to Construction Manager. In the event that there is a disagreement amongst the Construction Manager and the aforementioned staff, the request for use of the contingency shall be determined by the Owner. Documentation for use of the Contingency shall be determined by the Owner, included in the Project Manual and displayed in the monthly applications for payment. The Project Consultant and Owner shall verify actual costs. If bids are received below the applicable line item of the GMP, the surplus shall be added to the contingency. All CUD's arising from the same cause and conditions shall be combined into one (1) CUD whenever possible.

- .2 When 100% of the Trade Contracts have been executed, the contingency within the GMP shall be decreased in proportion to the percent of the Work completed each month. In other words, if 10% of the Work has been completed and the Owner requests that the contingency within the GMP be adjusted, then 10% of the contingency within the GMP will be removed from the GMP by change order and will be moved to the Owners savings line item in the schedule of values. The Owner may utilize funds from the Owner saving line item in the Schedule of Values to fund added scope change orders.
  - .3 If bids are received above the applicable line item in the GMP the deficiency will be taken from the contingency, however such event shall not be cause to increase the GMP. The Construction Manager will be required to furnish documentation evidencing expenditures charged to this contingency prior to the release of funds by the Owner.
  - .4 If bids are not received for a portion of the Work at or below the applicable line item amount in the GMP, the Construction Manager reserves the right to perform that portion of the Work as acknowledged by the Owner or negotiate for its performance for the specified line item lump sum amount in the preliminary schedule of values referenced in the GMP or less. All uses of the authorized contingency shall be authorized by Contingency Use Directive approved by the Owner before the contingency use is implemented.
- 6.2 The GMP will only include those taxes in the cost of the project which are legally enacted at the time the GMP is established.
- 6.3 The Construction Manager shall submit the GMP Addendum on the Owner's approved form for approval by The School Board of Broward County, Florida.
- 6.4 **IF THE GMP PROPOSAL IS UNACCEPTABLE TO THE OWNER, OWNER MAY TERMINATE THE CONSTRUCTION MANAGER AS SET FORTH IN ARTICLE 36 OF THE GENERAL CONDITIONS.**

Construction Manager Agreement  
July 6, 2004

**ARTICLE 7  
CONSTRUCTION MANAGER'S FEES**

7.1 In consideration of the performance of the contract, the Owner agrees to pay the Construction Manager as compensation for his services, fees as set forth below:

Pre-design	\$ 17,060
Design	\$ 89,640
Bidding and Award	\$ 64,450
Construction Phase	\$638,688
Warranty	\$ 25,000
Overhead	\$468,046
Profit	\$470,884
General Conditions	<u>\$541,232</u> **

General Conditions include items of Labor, Materials and Ser Services set forth in General Conditions Article 26.02 Subsections. 04, .06, .09, .10, .13, .15, .16 and .18.

Total Fee \$2,315,000

Overhead, profit and bond allowance for Change Orders 11%

7.1.01 Pre-Design and Design Phase - In the case where pre-design and design fee are agreed upon and the Construction Manager's GMP is not accepted by the Owner and the Agreement is terminated, the Construction Manager shall be entitled to receive only that portion of the pre-design and design fee representing all Work performed to date relating to the project. The Construction Manager may request payment for that part of the Contract Price allocable to Contract requirements properly provided during the pre-design and design phase.

7.1.02 Construction Phase Fee - The Construction Manager may request payment proportional to that of the contract price allocable to labor, materials and equipment for the project only after receiving a written Notice to Proceed (NTP) from the Owner.

7.1.03 Overhead and Profit For Construction Phase - Except as may be expressly included in Article 26 of the General Conditions, the Construction Manager shall receive, in addition to Article 7.1.01 and 7.1.02, overhead and profit and general expenses. The overhead and profit and general expenses shall be paid proportionally to the ratio of the cost of the Work in place. The overhead and profit and general expenses shall be approved in writing by the Owner as part of the GMP Addendum. Overhead and Profit shall be paid 100% at the time the project reaches final acceptance. The negotiated overhead and profit is inclusive of any contingency work performed.

7.1.04 General Conditions For Construction Phase - The Construction Manager shall be paid for General Conditions proportionally to the ratio of the cost of the Work in place. However, insurance costs including builders risk, payment and performance bonds, required herein will be paid in it's entirety upon submission of proof of payment.

7.1.05 Fee for Change Orders - In the event that the Owner approves an additive change in the work the Construction Manager shall receive from the Owner, as the amount for Construction Phase Fee, Overhead and Profit, and, General Conditions the percentage indicated above in Article 7.1. This amount shall be the Construction Manager's exclusive remedy for such changes in the Work.

Construction Manager Agreement  
July 6, 2004



## 7.2. Construction Manager's Deliverables

### 7.2.01 Pre-Design

- .1 Summary Report / Recommendations (Agreement 3.2.1)
- .2 Preliminary Master Project Schedule and monthly updates (Agreement 3.2.2)
- .3 Existing Facility Analysis package, out recommendations, Cost Estimates (Agreement 3.2.3)
- .4 Project Delivery options / packaging recommendations report (Agreement, 3.2.5)
- .5 Work Status Monthly Report (Agreement 3.2.6)
- .6 Project Manual (Agreement 3.2.7)

### 7.2.02 Design Phase

- .1 Monthly Summary of project meetings (Agreement 3.3.1)
- .2 Document Reviews / report at each phase (Agreement 3.3, .2, .4, .5). Refer also to attached procedures and CM review form. (Exhibits G and H).
  - Schematic Design
  - Design Development
  - 50% Construction Documents
  - 100% Construction Documents
- .3 Preliminary Master Project Schedule Updates (Agreement 3.3, .6)
  - Schematic Design
  - Design Development
  - 50% Construction Documents
- .4 Cost Estimate Updates (Agreement, 3.3,.7)
  - Schematic Design
  - Design Development
  - 50% Construction Documents
  - 100% Construction Documents
- .5 Market Analysis/sub-contractor report (Agreement, 3.2,.8)
- .6 Guaranteed Maximum Price (GMP) Manual (Agreement 3.3.10)

### 7.2.03 Bidding and Award Phase

- .1 Proposed Subcontractor list with MWBE participation.
- .2 Bid Packages List (Agreement 3.4, .3)
- .3 Pre-bid conference attendance list and summary report (Agreement, 3.4, .4)
- .4 Recommendations for award (Agreement, 3.5, .5)
- .5 Bid advertisements (Agreement 3.4.6)

Construction Manager Agreement  
July 6, 2004

- .6 Schedule of Values (Agreement 8.1)
- .7 Fee due to the Construction Manager shall be payable.

## 7.2.04 Construction Phase

- .1 Monthly Schedule updates and reports (Agreement, 3.5, .3)
- .2 Summary of all meetings (Agreement 3.3.1)
- .3 Preparation and submission of all close-out submittals (Agreement, 3.5.8)
- .4 Written verification of punchlist items completion, including BCI items (Agreement, 3.5.9)
- .5 Schedule of Values (Agreement 8.1).

## 7.2.05 Warranty Phase

- .1 Warranty Summary Report at end of 6 months (50% of Warranty Phase fee) and 11 months (Balance of Warranty Phase Fee) Warranty Phase (Agreement 3.7, .3)

## 7.2.06 Other Deliverables

- .1 Insurance Policies (Agreement 8.1.7)
- .2 Payment Applications (Agreement 8.2 through 8.14)
- .3 Dollar Value / Time graphs (Agreement, 8.12)
- .4 Agreement Execution and Contract Bonds (Agreement 9.01)
- .5 Closeout documents as set forth in the Contract Documents.

## 7.2.07 Final Payment

- .1 Payment affidavits, release of lien and other requirements (Agreement 8.15)

## ARTICLE 8 PAYMENTS TO THE CONSTRUCTION MANAGER

### 8.1 Schedule of Values:

- .1 During the Pre-Design, Design, and Bidding and Award Phases the Construction Manager shall provide a Schedule of Values indicating the progress payment schedule and maintain payroll records for any and all staff assigned to the Work
- .2 The Construction Manager shall maintain and update the Schedule of Values originally provided to the Owner with the GMP Addendum.
- .3 The Construction Manager's Schedule of Values apportions the GMP among the different elements of the required Work for purposes of periodic and final payments and shall be submitted as detail in support of the Contractor's monthly Application for Payment.
- .4 The Schedule of Values shall be presented with such detail, and supported with whatever information the Owner reasonably requests.
- .5 The Construction Manager shall not imbalance it's Schedule of Values nor artificially inflate any element thereof.
- .6 The Construction Manager shall supply a Schedule of Values as reflected in his CPM schedule to the OWNER. The Schedule of Values shall be updated monthly, only to reflect all subcontracts, approved change orders and change directives.

Construction Manager Agreement  
July 6, 2004

- .7 No payments shall be made to the Construction Manager prior to the receipt of all insurance policies that are required by this agreement and the work being performed.
- 8.2 The Owner shall pay the Contract Price to the Construction Manager in accordance with the procedures set forth in the Contract Documents.
- 8.3 On or before the 25th day of each month after commencement of performance, but no more frequently than once monthly, the Construction Manager may submit an Application for Payment for the period ending the last day of the previous month or other pay period as mutually defined and agreed to by the Construction Manager and Owner.
- 8.4 Said Application for Payment shall be in the format required in the Document 01290 and include whatever supporting information as may be required by the Owner. Ten percent (10%) retainage shall be held on all payments of that part of the contract price allocable to Contract Requirements properly provided and labor, material and equipment properly incorporated in the project. At Substantial Completion of all of the work or an Owner-Approved and completed portion of the Work, the Owner may approve a reduction of the retainage at its discretion. Retainage shall not be withheld on fees as set forth in Article 7.1.
- 8.5 Owner shall Pay for materials and equipment properly stored onsite, consistent with construction sequencing and verified by the Project Manager.
- 8.6 Each Application for Payment shall be signed by the Construction Manager and shall constitute the Construction Manager's representation that the quantity of Work has reached the level for which payment is requested, that the Work has been properly installed or performed in substantial compliance with the requirements of the Contract Documents, and that the Construction Manager knows of no reason why payment should not be made as requested.
- 8.7 Thereafter, the Owner shall:
- 1 Review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by the Contract Documents.
  - 2 Approve in writing the amount which, in the opinion of the Owner, is properly owing to the Construction Manager.
- 8.8 The amount of each such payment shall be the amount approved for payment by the Owner less such amounts, if any, otherwise owing by the Construction Manager to the Owner or which the Owner shall have the right to withhold as authorized by the Contract Documents.
- 8.9 The submission by the Construction Manager of an Application for Payment also constitutes an affirmative representation and warranty that all Work for which the Owner has previously paid is free and clear of any lien, or other encumbrance by any person whatsoever.
- 8.10 As a condition precedent to partial payment, the Construction Manager shall, as required elsewhere in the Contract Documents and as required by the Owner, also provide to the Owner documents relating to the Project, including but not limited to, updated schedules and daily logs, and/or properly executed documents reflecting that all subcontractors, materialmen, suppliers or others having rights, have acknowledged receipt of all sums due pursuant to all prior Payment Requests.
- 8.11 Furthermore, the Construction Manager warrants and represent that, upon payment of the Payment Request

Construction Manager Agreement  
July 6, 2004

submitted, title to all Work included in such payment shall be vested in the Owner.

- 8.12 Dollar Value/Time Graphs: Each of the Construction Manager's Application for Payment shall be accompanied by a graph, prepared by the Construction Manager, that consecutively tracks the percentage of completion of both the Application for Payment's dollar value attained and the contract time (calendar days) elapsed, all coinciding with the date of the Application for Payment.
- 8.13 When payment is received from the Owner, the Construction Manager shall within five (5) days pay all subcontractors, materialmen, laborers and suppliers the amounts justly due for all Work covered by such payment. In the event such payments are not made in a timely manner the Owner may, in its discretion, invoke reasonable procedures in order to protect Owner's interest or Owner's desire to assist in having subcontractors, laborers, suppliers, materialmen or others paid. By the Owner invoking reasonable procedures, it shall not relieve the Construction Manager of its responsibilities for payments under the contract.
- 8.14 It is mutually agreed that payments made under this Contract shall not constitute acceptance of defective or improper materials or workmanship nor shall same act as a waiver or release of future performance in accordance with the Contract Documents.
- 8.15 Final Payment: Final payment constituting the unpaid balance of the Cost of the Project and the Construction Manager's fee, shall be due and payable as described in this Article after the Owner has accepted occupancy of the project, provided that the Project be then finally completed, that the Construction Manager has verified by its signature that it has completed all items specified, and that this Agreement has been finally performed. However, if there should remain work to be completed, the Construction Manager and the Project Consultant shall list those items prior to receiving final payment and the Owner may retain a sum equal to 200% of the estimated cost of completing any unfinished work and portion of the Construction Manager's retainage, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items are likewise listed separately. Thereafter, Owner shall pay to Construction Manager, monthly, the amount retained for each incomplete item after each of said items is completed.
- 8.16 Prior to being entitled to receive final payment, and as a condition precedent thereto, the Construction Manager shall provide the Owner, in the form and manner required by Owner, if any, the following:
- .1 An affidavit that Construction Manager's obligations to all subcontractors, laborers, equipment or suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;
  - .2 Such other documents as required by the Project Manual from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who has or might have a claim against the Owner including but not limited to final releases of lien;
  - .3 All product warranties, operating manuals, instruction manuals and other documents customarily required of the Construction Manager or reasonably required by Owner, including but not limited to those required elsewhere in the Contract Documents, as part of its Project Closeout procedures;
- 8.17 Final payment may be made to certain select subcontractors whose work is satisfactorily completed prior to the total completion of the Project but only upon approval of the Owner in writing.
- 8.18 Withholding Payments To Subcontractors: The Construction Manager shall not withhold payments justly due to subcontractors if such payments have been made to the Construction Manager. Should this occur for

Construction Manager Agreement  
July 6, 2004

any reason, the Construction Manager shall immediately return such monies to the Owners, adjusting pay requests and project bookkeeping as required.

8.19 Warranty Payments - To the extent a percentage of Construction Manager's fee or a dollar amount is due for services rendered during the warranty phase, Construction Manager shall receive 50% of said fee if the six (6) month warranty inspection work is satisfactorily completed and the balance due if the eleventh (11<sup>th</sup>) month warranty inspection work is satisfactorily completed.

8.20 Delayed Payments by Owner. Payments will comply with The Florida Prompt Payment, Act, Chapter 218 Florida Statutes, as amended.

## ARTICLE 9 CONTRACT BONDS

9.01 The Contract shall become effective and in full force only upon the execution of this agreement. The payment and performance bonds issued by a Surety Company acceptable to Owner in its sole discretion, such Surety being qualified and rated in accordance with the General Conditions of the Contract, and approved by the United States Treasury Department and licensed to do business in the State of Florida shall be delivered with the executed GMP Addendum.

9.02 The GMP Addendum must be executed and signed by a resident agent having an office in Florida, representing such Surety Company, for one hundred per cent (100%) of the Contract price, said bond guaranteeing the performance of this Contract and as security for the payment of all persons performing labor and providing materials in connection with this Contract.

9.03 The form of Bonds required is included elsewhere in the Contract Documents. This is in addition to any bonds of subcontractors or others.

## ARTICLE 10 NOTICES

10.01 When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for given notice:

<u>Party:</u>	<u>Address:</u>
Owner:	SUPERINTENDENT OF SCHOOLS The School Board of Broward County, Florida
	600 Southeast Third Avenue Fort Lauderdale, FL 33301 Attn: Dr. Frank Till
With Copy To:	Deputy Superintendent of Schools
	1700 S.W. 14 <sup>th</sup> Court Fort Lauderdale, Florida 33312 Attn: Michael Garretson
Construction Manager:	Stiles Construction Co. 300 SE 2 <sup>nd</sup> Street Fort Lauderdale, FL 33301

Construction Manager Agreement  
July 6, 2004

Surety:	Western Surety Company 2405 Lucien Way Maitland, Florida 32751
Surety's Agent:	Willis of Florida 3000 Bayport Drive Suite 300 Tampa, Florida 33607
Project Consultant:	Ray Manning Song & Associates, Inc. 400 Australian Avenue, So., 6 <sup>th</sup> Fl. West Palm Beach, FL 33401

10.02 These addresses may be changed by either of the parties by written notice to the other party.

**ARTICLE 11  
AUTHORITY PROVISION**

11.01 Each person signing this Agreement on behalf of either party 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.

**ARTICLE 12  
NON-DISCRIMINATION PROVISION**

12.01 **Non-Discrimination** - The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

**ARTICLE 13  
CAPTION PROVISION**

13.01 **Captions** - The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

**ARTICLE 14  
ASSIGNMENT PROVISION**

14.01 **Assignment** - Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from The School Board of Broward County, Florida.

**ARTICLE 15  
EXCESS FUNDS PROVISION**

15.01 **Excess Funds** - Any party receiving funds paid by The School Board of Broward County, Florida under this Agreement agrees to promptly notify The School Board of Broward County, Florida of any funds erroneously received from The School Board of Broward County, Florida upon the discovery of such erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by The School Board of Broward County, Florida.

Construction Manager Agreement  
July 6, 2004

In witness thereof, the said Stiles Construction Co. (Construction Manager), and the Owner, The School Board of Broward County, Florida have caused this contract to be executed and their corporate seal affixed by and through their proper offices, thereunto duly authorized, on this day and year first above written.


(note to contractors: a separate Power of Attorney is required for each bond)

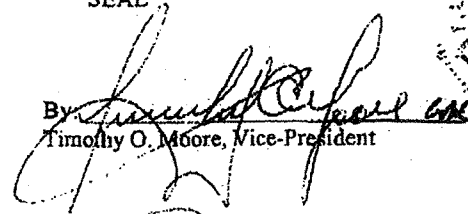
**OWNER**

**THE SCHOOL BOARD BROWARD  
COUNTY, FLORIDA**

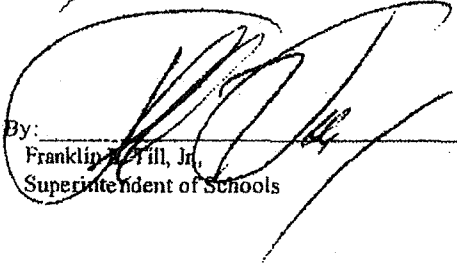
**CONSTRUCTION MANAGER**

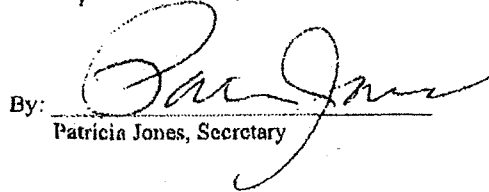
**STILES CONSTRUCTION CO.**

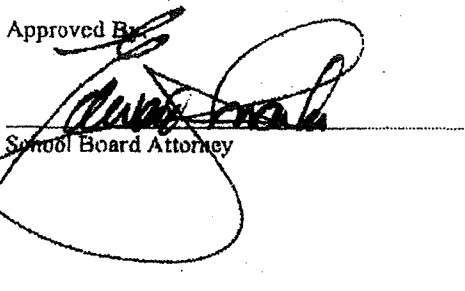
By:   
Stephanie Ann Kraft, Esq., Chair

SEAL  
By:   
Timothy O. Moore, Vice-President



By:   
Franklin P. Hill, Jr.  
Superintendent of Schools

By:   
Patricia Jones, Secretary


Approved By:   
School Board Attorney

Construction Manager Agreement  
July 6, 2004

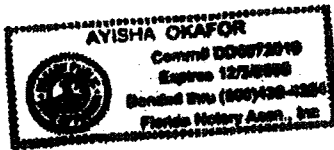
STATE OF FLORIDA  
COUNTY OF BROWARD

BEFORE ME this day appeared Timothy L. Moore (Construction Manager) personally known to me to be the persons described in and who executed the foregoing agreement and acknowledge that he executed the same as his free act and deed for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 21<sup>st</sup> day of June, 2005

  
\_\_\_\_\_  
Notary Public State of Florida

My Commission Expires: 12-3-08



Construction Manager Agreement  
July 6, 2004



**ACKNOWLEDGMENT**

The Surety acknowledges that it has read the foregoing Construction Contract and has familiarized itself with the obligations of the Construction Manager and the Surety as stated therein, which obligations are agreed to by Surety and are incorporated, by reference to the Construction Management Agreement, and the Payment and Performance Bonds.

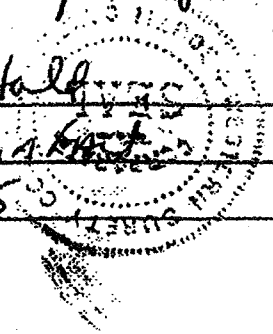
SURETY: Western Surety Company

[Signature]  
\_\_\_\_\_

By: Dianna Hall

Its: Attorney in Fact

Date: 6/21/05



STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of June, 2005 by Timothy E. Moore, President of Stiles Construction Co., on behalf of the corporation or agency.

He/she is personally known to me or produced \_\_\_\_\_ as identification and did/did not first take an oath.

My commission expires: 12-3-08

(SEAL)

[Signature]  
\_\_\_\_\_  
Signature - Notary Public

Ayisha Okafor  
\_\_\_\_\_  
Printed Name of Notary

DD0372017  
\_\_\_\_\_  
Notary's Commission No.



Construction Manager Agreement  
July 6, 2004

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**GENERAL CONDITIONS OF THE CONTRACT****ARTICLE 1. DEFINITIONS**

- 1.1 **Definitions:**
- 1.1.01 **The Deputy Superintendent, Facilities and Construction Management** - An employee of the School Board of Broward County, Florida, who has the authority and responsibility for oversight and management for the Owner of the specific project of which the Work is a part. Referred to hereinafter as the Deputy Superintendent.
- 1.1.02 **Construction Manager** - The "party of the second part", of the Contract. The person, firm or corporation with whom a contract has been made with the Owner for the performance of the Work defined by the Contract Documents.
- 1.1.03 **Contract Documents** - The Contract Documents consist of the Agreement Form, these General Conditions, Addenda, Documents contained in the Project Manual, Drawings, Specifications, any General and Supplementary Conditions (Divisions 0 and 1), and all modifications issued after execution of the Contract.
- 1.1.04 **Estimate** - The Construction Manager's latest estimate of probable project construction costs.
- 1.1.05 **Facilities and Construction Management Division** - The Facilities and Construction Management Division is the Owner's organizational entity which acts as liaison between the Consultant and Owner and provides day to day management, plan review, inspection and other professional services on the Owner's behalf.
- 1.1.06 **Inspector of Record:** See Article 1.1.29 of General Conditions.
- 1.1.07 **Final Completion** - Means that date subsequent to the date of Substantial Completion at which time the Construction Manager has completed all of the Work (or designated portion thereof) in accordance with the Contract Documents as certified by the Project Consultant and/or approved by the Owner. In addition, Final Completion shall not be deemed to have occurred until any and all governmental bodies, boards, entities, etc., which regulate or have jurisdiction of the Work, have inspected, approved and certified the Work.
- 1.1.08 **Fixed Limit of Construction Cost (FLCC)** - (See also 1.1.14) the Fixed Limit of Construction Cost, referred to hereinafter as FLCC, is the total dollar value of the Construction Manager's fees, contingency, and cost of the work.
- 1.1.09 **Guaranteed Maximum Price:** The GMP is the maximum amount of money that the Owner shall pay the Construction Manager for all the work described in the contract documents.
- 1.1.10 **Journeyman** - A person working in an apprenticeable occupation who has successfully completed a state registered apprenticeship program or who has worked the number of years required by established industry practices for the particular trade or occupation. "Established industry practices" means the number of years of training required by the majority of registered program standards for the particular trade or occupation. A "certified Journeyman" is a journeyman who holds a State of Florida Certification or Broward County Certificate of Competency for a particular trade or craft."
- 1.1.11 **Notice to Proceed** - The term Notice to Proceed shall mean a written work order based on a defined scope of work, prepared by the Facilities Project Manager and issued to the Construction Manager.
- 1.1.12 **Owner** - The School Board of Broward County, Florida. The School Board of Broward County, Florida, through its Board, must approve all Agreements, changes in the scope of work, change orders, fees, final acceptance of the project final payment and use of the contingency as set forth in Article 6.1 of the Agreement between Owner and Construction Manager.

General Conditions of the CM Agreement  
September 11, 2001 DH 1-7-02  
July 6, 2004

- 1.1.13 Owner's Representatives - The Deputy Superintendent of Facilities and Construction Management or designee.
- 1.1.14 Owner's Construction Budget: (See also 1.1.08) Owner's funds budgeted and requested for construction of the Project. The Owner's Construction Budget is identified in Exhibit B, including all contingency, Construction Manager fees, and costs of the work. This acknowledgment of the Owner's budgeted funds is not to be construed as the Construction Manager's Guaranteed Maximum Price. A Guaranteed Maximum Price will be offered by separate documentation as outlined in Article 6 of the Agreement between the Owner and Construction Manager.
- 1.1.15 Other Contractors - Any person, firm or corporation with whom a Contract has been made by the Owner for the performance of any work on the site, which work is not a portion the Work covered by the Contract.
- 1.1.16 Project Consultant - The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects, engineers or other design professionals who has entered into a contract with the Owner to provide professional services for development of the design and Contract Documents for the work of this Project and, any additional services as may be required during the construction and warranty phase.
- 1.1.17 Project Manager - An employee of The School Board of Broward County, Florida, who is designated by the Deputy Superintendent to provide direct interface with the Construction Manager with respect to the Owner's responsibilities.
- 1.1.18 Project - The Project is the total work to be performed under this Agreement. The Project consists of planning, design, permitting, construction and code inspection necessary to build the component parts of the project identified in project manual.
- 1.1.19 Phase - A designated subdivision of the Work, usually with its own requirements for Substantial and Final Completion, and liquidated damages. A Phase may be designated for completion by the Owner's own forces, or by Other Contractors.
- 1.1.20 Punch List - A list of items of work required by the Contract Documents which after inspection by the Owner and the Construction Manager has been termed to be deficient and/or inconsistent with the Contract Documents.
- 1.1.21 Subcontractor - A person or entity other than a materialman or laborer who enters into a Contract with Construction Manager for the performance of any part of Construction Manager's Work. The term "Subcontractor" is referred to throughout the Construction Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.
- 1.1.22 Sub-subcontractor - A person or entity other than a materialman or laborer who enters into a contract with a Subcontractor for the performance of any part of such Subcontractor's contract. The term "Sub-subcontractor" is referred to throughout the Construction Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor. The term "Sub-subcontractor" does not include separate subcontractors of a separate contractor.
- 1.1.23 Submittals - Are prepared by the Construction Manager or those working on his behalf (subcontractors, material suppliers, and others) to show how a particular aspect of the Work is to be fabricated and installed. The Construction Manager's submittals include shop drawings, product data, samples, mock-ups, test results, warranties, maintenance agreements, project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications and other types of information described in the specifications.
- 1.1.24 Substantial Completion - The term Substantial Completion as used herein, shall mean that point at which, the Work, or a designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that the Owner or its designee can enjoy use or occupancy of the work performed by Construction Manager and can use or operate it in all respects for its intended purpose. In the event the Work

General Conditions of the CM Agreement  
July 6, 2004

includes more than one Phase, the Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase. Occupancy may not be the sole factor in determining whether substantial completion has been achieved.

- 1.1.25 Subconsultant - A person or organization of properly registered professional architects, engineers or other design professionals who have entered into an agreement with the Owner or Construction Manager to furnish professional services to the project.
- 1.1.26 Superintendent or Construction Manager's Project Manager - The executive representative for the Construction Manager present on the project at all times during progress, authorized to receive and fulfill instructions from the Owner and the Project Consultant, if applicable, and capable of superintending the work efficiently as designated.
- 1.1.27 Superintendent of Schools - The duly appointed executive officer of the Owner authorized to act by and through the School Board of Broward County.
- 1.1.28 Surety - The firm, corporation, or individual which is bound by the Contract Bond with and for the Construction Manager, and which engages to be responsible for the Construction Manager's acceptable performance of the work and for his payment of all debts pertaining thereto.
- 1.1.29 Building Code Inspector: Employees of The School Board of Broward County, Florida, and others designated by the Facilities and Construction Management Department who are certified as by the Florida Department of Education (DOE). BCI's may provide plan review, construction inspection for code compliance and report non-compliant work to the Project Manager and Project Consultant. Any references to "UBCI" within any documents, shall mean BCI.
- 1.1.30 Work - The totality of the obligations, including construction and other services, imposed on the Construction Manager by the Contract Documents, whether completed or partially completed, and including all labor, materials, equipment, and services provided or to be provided by the Construction Manager to fulfill the Construction Manager's obligations. The Work may constitute the whole or a part of the Project.
- 1.1.31 Written Notice - Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, if delivered at or sent by registered mail or other traceable delivery service to the last business address known to him who gives notice. Electronic, FAX or other telephonic transmission shall not be considered as written notice.
- 1.1.32 Contingency Use Directive (CUD) - A CUD is issued and approved by the Owner for the purpose of accounting for unforeseen increases or decreases in the construction cost and/or to be utilized for unforeseen circumstances as set forth in Article 6.1 of the agreement.
- 1.1.33 Change-Order - A change order is issued and approved by the Owner for additions or deletions in the scope of work or services provided by the Construction Manager. A change order shall increase or decrease the GMP subsequent to approval of the final GMP.
- 1.1.34 Construction Change Directive (CCD) - A CCD is issued and approved by the Owner or its designee for additions or deletions in the scope of work or services provided by the Construction Manager when authority to proceed with the change needs to be expedited or the Construction Manager fails to agree on the terms offered by the Owner for the change at the Owner's sole discretion.

## **ARTICLE 2.COORDINATION AND CORRELATION OF DRAWINGS AND SPECIFICATIONS.**

- 2.01 The Construction Manager represents that:

General Conditions of the CM Agreement  
July 6, 2004

- 2.01.01 The Construction Manager and Subcontractors will fully examine and compare all Drawings, Specifications and other Contract Documents including but not limited to those relating to the architectural, structural, mechanical, electrical, civil engineering and plumbing elements and have compared and reviewed all general and specific details on the Drawings and the various technical and administrative requirements of the Specifications.
- 2.01.02 With respect to all construction materials, labor, methods, means, techniques, and sequence of procedures required to carry out the Work or safety precautions and programs required in connection with carrying out the Work, all conflicts, discrepancies, errors and omissions that Construction Manager is aware of as a result of the examination and comparison of the Contract Documents have been communicated to the Owner and Project Consultant in writing.
- 2.01.03 The Contract Sum is reasonable compensation and represents the total lump sum cost for the Work and that all systems and Work shall be in accordance with the requirements of the Contract Documents.
- 2.01.04 The Contract Time is adequate for the performance of the Work.
- 2.02 The Construction Manager is responsible for all means, methods, techniques and sequencing of construction.
- 2.03 If, after execution of this Construction Contract, the Construction Manager detects a conflict, discrepancy, error or omission in the Contract Documents then it shall immediately notify Project Consultant and Owners representative prior to proceeding with the specific portion of the Work.

### **ARTICLE 3. INTENT AND INTERPRETATION.**

- 3.01 With the respect to the intent and interpretation of this Contract, the Owner and the Construction Manager agree as follows:
- 3.01.01 The Construction Manager shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract and shall immediately give written notice to the Owner and the Project Consultant of any conflict, ambiguity, error or omission which the Construction Manager may find with respect to these documents before proceeding with the affected Work.
- 3.01.02 The Contract Documents are complementary, and what is called for by anyone shall be as binding as if called for by all.
- 3.01.03 The intent of the Contract Documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the Work. The Construction Manager shall continually refer to drawing, specifications and other Contract Documents in this regard.
- 3.01.04 In the event of a conflict among the Contract Documents, the most stringent requirement of the specifications will prevail over drawings. Larger scale drawings will prevail over smaller scale drawings.
- 3.02 The Owner shall be the initial interpreter of the requirements of the Contract Documents and the judge of the performance thereunder and may involve the Project Consultant with specific interpretations. This provision does not relieve the Project Consultant and/or Project Architects from their contractual obligations to the Owner.
- 3.02.01 The Owner shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of the Construction Manager, and shall render written decisions, within a reasonable time, on all claims, disputes, change order requests, substitution requests, requests for interpretation and other matters in question relating to the execution or progress of the Work or the interpretation of the Contract Documents.

General Conditions of the CM Agreement  
July 6, 2004

**ARTICLE 4 OWNERSHIP OF THE CONTRACT DOCUMENTS WHICH MAKE UP THE CONTRACT**

- 4.01 Subject to any rights the Project Consultant may have, the Contract Documents and each of them, as well as any other documents, intellectual property, software, computer-assisted material or disks relating to or regarding the Work, shall be and remain the property of the Owner. This shall be the case even if prepared, created or provided by the Project Consultant, Construction Manager, Subcontractor or others.
- 4.02 The Construction Manager shall have the right to keep copies of same upon completion of the Work; provided, however, that in no event shall the Construction Manager use, or permit to be used, any portion or all of same on other projects without the Owner's prior written authorization.
- 4.03 The Construction Manager agrees to provide any and all items referred to in this Article to Owner upon demand by Owner. In the event Construction Manager fails to provide same to Owner as demanded, Construction Manager acknowledges that the Owner will need same and will be irreparably harmed and be subject to an injunction to provide same.

**ARTICLE 5. TEMPORARY UTILITIES:**

- 5.01 Water For Building Work: The Construction Manager shall provide temporary water lines sufficient to supply all water needed for the construction and other services required by the Contract Documents and shall pay for all service connections and water used by the Construction Manager or Subcontractors unless the contrary is provided for elsewhere in the Contract Documents.
- 5.02 Electrical Energy: The Construction Manager shall provide temporary electrical energy and power lines sufficient to supply all electricity needed for the construction and other services required by the Contract Documents and shall pay for all service connections and electricity used by the Construction Manager or Subcontractors unless the contrary is provided for elsewhere in the Contract Documents.
- 5.03 Temporary Sanitary Facilities And Sewers: The Construction Manager shall provide and maintain in a neat and sanitary condition such accommodations and facilities for the use of his employees as may be necessary to comply with the regulations of any governmental agencies, departments, etc. which address or govern these issues.
- 5.04.01 No nuisances will be permitted.
- 5.04.02 Upon completion of Work, such facilities shall be removed and the premises left in a sanitary condition.
- 5.04.03 Construction Manager is not permitted to use restrooms or other sanitary facilities within the Owner's existing building or on-site facilities unless the contrary is provided for elsewhere in the Contract Documents.

**ARTICLE 6. OWNER OCCUPANCY**

- 6.01.01 The Construction Manager shall provide services during the design and construction phases, which will provide a smooth and successful Owner occupancy of the project. It shall provide consultation and project management to facilitate Owner occupancy and provide transitional services to get the work, as completed by the Construction Managers, Aon line@ in such conditions as will satisfy Owner operational requirements.
- 6.01.02 It shall conduct the Construction Manager's preliminary punch list inspection and coordinate the completion of all punch list work to be done with Owner occupancy requirements in mind.

General Conditions of the CM Agreement  
July 6, 2004

- 6.01.03 It shall catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey these to the Owner in such a manner as to promote their usability. It shall provide operational training, in equipment use, for building operators.
- 6.01.04 It shall secure required guarantees and warranties, assemble and deliver same to the Owner in a manner that will facilitate their maximum enforcement and assure their meaningful implementation.
- 6.01.05 It shall continuously review AAs-Built@ Drawings and mark up progress prints to provide as much accuracy as possible.
- 6.01.06 The Owner will not occupy or take control of the project until the above items discussed in this paragraph have been completed and the ASubstantial" Completion and AWarranty@ requirements have been completed to the Owner's satisfaction excluding the requirements for a warranty inspection six months after Owner Occupancy.

**ARTICLE 7. JOB-SITE FACILITIES**

- 7.01 The Construction Manager shall arrange for all job-site facilities necessary to enable the Construction Manager and the Owner's representatives to perform their respective duties in the management, inspection, and supervision of construction.
- 7.02 Tangible personal property, otherwise referred to as Job-Site facilities, include but are not limited to such things as trailers, toilets, typewriters, computers and any other equipment necessary to carry on the project.

**ARTICLE 8. CONSTRUCTION MANAGER'S STAFF**

- 8.01 The Construction Manager shall provide site personnel that are competent, English speaking and are able to communicate effectively.
- 8.02 The Construction Manager shall remove within fifteen (15) days, at the written request of the Owner's project manager, and Deputy Superintendent, Facilities and Construction Management any of Construction Manager's project staff who are deemed detrimental to the efficient management and completion of the project.

**ARTICLE 9. LINES OF AUTHORITY**

- 9.01 The Construction Manager shall establish and maintain lines of authority for his personnel, and shall provide this organizational chart to the Owner and all other affected parties such as the Building Code Inspectors (BCI) of the Permitting Authority, the sub-contractors, the Project Consultant and the Owner's representatives, to provide general direction of the work and progress of the various phases and subcontractors. The Owner's representative may attend meetings between the Construction Manager and his Subcontractors, however, such attendance shall not diminish either the authority or responsibility of the Construction Manager to direct the subcontractor.

**ARTICLE 10. SCHEDULE AND PROJECT MANUAL PROVISIONS**

- 10.01 The Construction Manager shall provide subcontractors and the Owner, its representatives and the Project Consultant with copies of the Project Manual developed by the Construction Manager with the Owner's participation and approval, expanded for the Construction Phase employing their respective milestones, beginning and finishing dates, their respective responsibilities for performance and the relationships of their

General Conditions of the CM Agreement  
July 6, 2004



work with respect to subcontractors and suppliers. It shall also continue to provide current scheduling information and provide direction and coordination regarding milestones, beginning and finishing dates, responsibilities for performance and the relationships of the Construction Managers work to the work of his subcontractors and suppliers to enable them to perform their respective tasks so that the development of construction progresses in a smooth and efficient manner in conformance with the overall project schedule. The schedule shall include all phases of the construction work, material supplies, long lead procurement, approval of shop drawings, change orders in progress, schedules for change orders, and performance testing requirements. It shall advise the Owner's representatives of their required participation in any meeting or inspection giving each at least one week notice unless such notice is made impossible by conditions beyond his control. It shall hold job-site meetings at least once a week with the Project Construction Team and at least once each week with the subcontractors, or more frequently as required by work progress, to review progress, discuss problems and their solutions and coordinate future work with all subcontractors.

#### **ARTICLE 11. QUALITY CONTROL**

- 11.01 The Construction Manager shall develop and maintain a program, acceptable to the Owner, to assure quality control of the construction. It shall supervise the work of all subcontractors providing instructions to each when their work does not conform to the requirements of the plans and specifications and he shall continue to exert its influence and control over each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the work.

#### **ARTICLE 12. LICENSE AND PERMITS**

- 12.01 All licenses necessary to commence and prosecute the Work to completion shall be procured and paid for by the Construction Manager or his subcontractors.
- 12.02 Educational facilities constructed by The School Board of Broward County, Florida are exempt from all county, district, municipal or local building codes and ordinances; therefore building permits will not be required. However, any and all other permits, bonds and/or other fees required for Work to be performed, including but not limited to Work in public right-of-ways and other Work otherwise outside the Owner's property line will be procured and paid for by the Construction Manager and will be considered part of the costs of the project.
- 12.03 All easements and rights-of-way will be procured and paid for by the Owner unless otherwise specifically provided within the Contract Documents.

#### **ARTICLE 13. JOB SITE REQUIREMENTS**

- 13.01 The Construction Manager shall provide for each of the following activities as a part of his Construction Phase fee:
- .1 Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc;
  - .2 Maintain a roster of companies on the project with names and telephone numbers of key personnel;
  - .3 Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline;
  - .4 Provide labor relations management for a harmonious, productive project;
  - .5 Provide a safety program for the project to meet OSHA requirements;
  - .6 Monitor for subcontractor compliance without relieving them of responsibilities to perform work in accordance with the best acceptable practice;
  - .7 Provide a quality control program as developed under Article 11.01 herein above;
  - .8 Miscellaneous office supplies that support the construction efforts which are consumed by his own

General Conditions of the CM Agreement  
July 6, 2004

- forces;  
 .9 Travel to and from his home office to the project site.

13.02 The Construction Manager shall provide personnel and equipment or shall arrange for separate subcontracts to provide each of the following as a direct cost item:

- .1 Schedule the services of independent testing laboratories (Selected and in privity of contract with the Owner) and provide the necessary testing of materials to ensure conformance to contract requirements;  
 .2 The printing and distribution of all required shop drawings.

**ARTICLE 14. RESPONSIBILITY FOR WORK SECURITY**

- 14.01 Construction Manager shall at all times conduct all operations under the Construction Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property.
- 14.02 Construction Manager shall promptly take such reasonable precautions as are necessary and adequate against any conditions which involve risk of a loss, theft or damage to its property.
- 14.03 Construction Manager shall continuously inspect all of its Work, materials, equipment and facilities to discover and determine any such conditions and shall be responsible for discovery, determination and correction of any such condition.
- 14.04 Construction Manager shall comply with all applicable laws and regulations in performance of the work.
- 14.05 Construction Manager shall cooperate with Owner on all security matters as set forth elsewhere in the Contract Documents and shall promptly comply with any project security requirements established by Owner.
- 14.06 These security requirements may be more stringent in the event portions of the facilities or project are occupied or otherwise being used.
- 14.07 Such compliance with these security requirements shall not relieve Construction Manager of its responsibility for maintaining proper security for the above noted items, nor shall it be construed as limiting in any manner Construction Manager's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.
- 14.08 Construction Manager shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall provide these reports to Owner in a timely manner.

**ARTICLE 15. SAFETY, PROTECTION OF WORK AND PROPERTY**

- 15.01 Construction Manager shall be responsible for conducting all operations under this Construction Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. Construction Manager shall continuously and diligently inspect all work, material and equipment to discover any conditions which might involve such risks and shall be responsible for discovery and correction of any such conditions.
- 15.1.1 The Construction Manager, subcontractors and their employees shall prohibit the use of alcoholic beverages, smoking inside buildings and/or not in designated areas, food or beverages inside buildings, and carrying of firearms or weapons on school district property or be subject to removal and termination of subject employee.
- 15.02 Safety Precautions and Programs:

General Conditions of the CM Agreement  
 July 6, 2004

- 15.2.1 The Construction Manager shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with performance on the Contract.
- 15.2.2 In the event the Construction Manager encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) or other hazardous materials which has not been rendered harmless, the Construction Manager shall immediately stop Work in the area affected and report the condition to the Owner and Project Consultant in writing. The Work in the affected area shall not thereafter be resumed except by written notice from the Owner. The Work in the affected area shall be resumed in the absence of asbestos, polychlorinated biphenyl (PCB) or other hazardous materials, or when it has been rendered harmless, by written agreement of the Owner, Construction Manager and Project Consultant.
- 15.2.3 The Construction Manager shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl: (PCB) or other hazardous materials:
- 15.03 Safety of persons and Property.
- 15.3.1 The Construction Manager shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
- .1 Employees on the Work and other persons who may be affected thereby;
  - .2 The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Construction Manager or the Construction Manager's Subcontractors or Sub-subcontractors; and
  - .3 Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 15.3.2 The Construction Manager shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of person or property or their protection from damage, injury or loss.
- .1 The Construction Manager and his Subcontractors shall comply with and conform in all respects to the standard set forth in the Occupational Safety and Health act (OSHA) of 1970.
  - .2 The Construction Manager shall prominently post and maintain at the job sites;
  - .3 OSHA 200: Log and summary of occupational injuries and illness.
  - .4 OSHA 2203: Provisions of the Act poster.
- 15.3.3 The Construction Manager shall implement and maintain a continuing safety program applicable to all Construction Manager's employees, Subcontractors, and Sub-subcontractors, to include:
- .1 Designating a responsible member of the Construction Manager's organization at the site as the Construction Manager's Safety Officer whose duty shall be the prevention of accidents, safety inspections, and accident documentation. This person shall be the Construction Manager's superintendent unless otherwise designated by the Contractor in writing to the Owner and the Project Consultant.
  - .2 Holding weekly safety meetings with employees and Subcontractors,
  - .3 Implementing OSHA Voluntary Protection Programs.

General Conditions of the CM Agreement  
July 6, 2004

- 4 Ensuring the presence of an American Red Cross (or other organization acceptable to the Owner) certified Cardiopulmonary Resuscitation (CPR) and first-aid trained individual on site at all times.
  - 5 Compliance with the Drug Free Work Place Act of 1998, the Federal Omnibus Transportation Employee Testing Act of 1991, and the certification of compliance with the same as required by the Owner in Document 00457, Drug-Free Workplace Certification.
  - 6 Erecting and maintaining reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
  - 7 Ensuring that employees are not discriminated against or discharged for filing reasonable safety or health complaints or for otherwise exercising their right in these regards.
- 15.3.4 When use of hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Construction Manager shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- 15.3.5 The Construction Manager shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Construction Manager, Subcontractor or a Sub-subcontractor, or anyone directly or indirectly employed by an of them, or by anyone for whose acts they may be liable and for which the Construction Manager is responsible, except damage or loss attributable to acts or omissions of the Owner or Project Consultant or anyone directly employed by either of them, or by anyone of whose acts either of them may be liable, and not attributable to the fault of negligence of the Contractor.
- 15.3.6 The Construction Manager shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.
- 15.3.7 Building materials, Construction Manager's equipment and other supplies may be stored on the premises, but the placing of same shall be in substantial, watertight storage sheds upon the premises where directed in which it shall store all materials which would be damaged by weather. This shall in no manner relieve the Construction Manager from full responsibility for such materials. Sheds and other storage structures must be secured and anchored in a manner sufficient to withstand hurricane force winds as defined by applicable codes but not less than a 120 mile per hour wind uplift force. Construction Manager shall provide engineering or other evidence to prove compliance, if requested by the Owner.
- 15.3.8 Construction Manager shall remove graffiti without damage to substrate or paint over graffiti within forty-eight (48) hours of its discovery.
- 15.4 Emergencies: In an emergency affecting safety of persons or property, the Construction Manager shall act, at the Construction Manager's discretion, to prevent threatened damage, injury or loss.
- 15.5 Construction Manager shall provide a complete copy of all accident reports within five (5) days of reported accident to Owner.

**ARTICLE 16. MATERIALS**

- 16.01 The Construction Manager shall provide materials and equipment as required in the Contract Documents. No substitution will be permitted except in the instance where a material is no longer available during the progress of the Work or is deemed by the Owner to be no longer suitable or appropriate for incorporation into the Work or for obvious economic benefits accruable to the Owner or as approved by the Owner.

General Conditions of the CM Agreement  
July 6, 2004

- 16.02 Any such substitution must be approved by the Project Consultant and Owner prior to incorporation of the proposed substitution into the Work.
- 16.03 Proposed substitutions must be submitted for consideration from the Construction Manager to the Project Consultant and the Owner. Documentation for the proposed substitution must include, but is not limited to substantiation of the Construction Manager's efforts to obtain the originally specified materials including documentary evidence from the original materials' manufacturer that such materials are not available.
- 16.04 Product delivery lead times shall not serve as a basis for any substitution request except for where approved in advance by the Owner. All additional costs incurred by the Owner as the result of any substitution shall be the responsibility of and borne by the Construction Manager.
- 16.05 The Construction Manager shall make written request to the Project Consultant and Owner for and obtain his written approval of the use of any materials proposed for use when "approval" materials are specified or a performance type specification is utilized without mentioning any standard by name.
- 16.06 If, in the opinion of the Construction Manager, a specified product or equipment no longer meets the quality of the products or equipment required for the Work, Construction Manager shall request a Change Order Proposal for modifying the Contract to incorporate the respective changes to the Work required, the Contract amount, and the Contract Time as beneficial to the Owner.

**ARTICLE 17. WORKFORCE COMPOSITION**

- 17.01 The following requirements apply to all aspects of the Work where skilled crafts or trades are to be utilized:
- 17.02 The ratio of journeymen utilized shall be two (2) journeymen to one other worker. When two (2) workers involved in the crafts are employed, the first employed shall be a journeyman, and the second may be either a journeyman or a worker.
- 17.03 The Construction Manager shall utilize at least one certified journeyman that holds a State of Florida Certification or a certificate of competency obtained through a proctored examination in Broward County for the respective crafts or trades required for the execution of the Work.
- 17.04 For trades or crafts for which licenses or Certificates of Competency are required in Broward County, no Work may be performed or person employed as a worker in that trade unless the Work is under the direct supervision of a master or certified journeyman, certified in that trade. A certified master or certified journeyman shall not provide direct supervision to more than three (3) other workers or uncertified journeymen at a job site.
- 17.05 The Construction Manager shall post on the inside of the Construction Manager's on-site project office and maintain by monthly updating a current list, available for the Owner and Project Consultant's use, of the names, areas of specialty, and license or certificate numbers, or all journeymen, certified journeymen, and certified masters utilized for prosecution of the Work, including those used by Subcontractor.
- 17.06 Work shall not commence in a particular trade or specialty until the Construction Manager's posted list has been updated to include that particular trade or specialty.
- 17.07 The Owner will not consider requisitions for payment for Work completed by a particular trade or specialty unless Journeymen, certified Journeymen, or certified Masters of that respective trade or specialty have been properly included on the Construction Manager's posted list.
- 17.08 The format for the posted list should begin with the Construction Manager's company name; name of qualifier with their certificate or registration number; a listing of all the Construction Manager's employee names, work trade and work skill; journeymen with their license number or certificate of competency; or a designation as unskilled labor. The remainder of the list should follow the same format listing all the subcontractors and any

General Conditions of the CM Agreement  
July 6, 2004

other person performing labor on the project site. A copy of all licenses, certificates, registrations, and state registered apprenticeship documents should be kept on file in the Construction Manager's field office to substantiate his posted list.

- 17.09 Requirements for workforce quality specified above do not apply to those elements of the Work requiring only unskilled labor.
- 17.10 The Construction Manager shall employ no illegal aliens or other individuals not properly registered with and allowed to work by the United States Immigration and Naturalization Service (INS).
- 17.11 Construction Manager shall be assessed, and the Owner may deduct from each applicable Application for Payment, \$250 per day for failure to comply with these workforce composition requirements contained herein beginning three days after written notice of non-compliance is received by the Construction Manager.

**ARTICLE 18. INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP.**

- 18.01 All material and equipment provided and work performed shall be properly inspected by Construction Manager, and shall at all times be subject to quality surveillance, inspections, observations or quality audit by Owner, Facilities Project Manager and any inspectors conducting an inspection pursuant to code, law, regulations, etc.
- 18.02 Construction Manager shall provide safe and adequate facilities, and all samples, drawings, lists and documents necessary for such quality surveillance, observation or quality audit.
- 18.03 The Construction Manager shall permit and facilitate inspection of the Work by the Owner, Facilities Project Manager, Inspectors for any governmental agency, authority, or board including but not limited to Uniform Building Code Inspectors (BCI).
- 18.04 Owner also reserves the right to designate others such as consultants, commissioning authorities, test and balance agents, forensic specialists, etc. to conduct inspections during or subsequent to the Work as Owner in its discretion desires.
- 18.05 Owner shall be afforded full and free access to the shops, factories or places of business of Construction Manager and its Subcontractors for such quality surveillance, observation or quality audit and to determine the status of the Work.
- 18.06 In the event the Owner requires a factory inspection, the Construction Manager shall notify the suppliers that the material shall not be produced or fabricated without due notice to the Owner and an opportunity for such inspection.
- 18.07 If any designated Work should be covered up without approval or consent of the Owner, it must, if required by the Owner, be uncovered for examination at the Construction Manager's expense.
- 18.08 If any material, equipment or workmanship is determined by Owner or Inspector either during performance of the Work or on final quality surveillance, or during any applicable warranty period, to be defective or not complying with the requirements of this Construction Contract, Owner or Inspector will notify Construction Manager in writing that such material, equipment or portions of the Work is rejected and Owner reserves the right to withhold payment on any such item or seek compensation from Construction Manager for same. Thereupon, Construction Manager shall, at its own expense, immediately remove, replace or correct such defective material, equipment or portions of the Work by making the same comply strictly with all requirements of the Contract Documents. The Construction Manager shall be responsible for the costs of any additional site observations, special inspections and/or testing, or other activities of the Owner made necessary by the correction of such defective materials, equipment or portions of the Work.

General Conditions of the CM Agreement  
July 6, 2004

- 18.09 Neither the failure to make such quality surveillance, observation or quality audit, nor to discover defective workmanship, materials, or equipment, shall prejudice the rights of Owner to correct or reject the same as hereinafter provided.

**ARTICLE 19. ADMINISTRATIVE RECORDS**

- 19.01 The Construction Manager will maintain at the job site, unless agreed to otherwise by the Facilities Project Manager, on a current basis, files and records such as, but not limited to the following:
- 19.02 Contracts or Purchase Orders, Shop Drawing Submittal/Approval Logs, Equipment Purchase/Delivery Logs, Contract Drawings and Specifications with Addenda, Warranties and Guarantees, Cost Accounting Records, Sales Tax Recovery Status Report, Labor Costs, Material Costs, Equipment Costs, Cost Proposal Requests, Payment Request Records, Meeting Minutes, Cost-Estimates, Lab Test Reports, Insurance Certificates and Bonds, Contract Changes, Purchase Orders, Material Purchase Delivery Logs, Technical Standards, AAs-Built@ Marked Prints, Operating & Maintenance Instruction, Daily Progress Reports, Monthly Progress Reports, Correspondence Files, Transmittal Records, Inspection Reports, Bid/Award Information, Bid Analysis and Negotiations, Punch Lists, Project Manual,
- 19.03 The project records shall be available at all times to the Owner and Project Consultant for reference or review.

**ARTICLE 20. OWNER'S RESPONSIBILITIES**

- 20.01 Owner's Information - The Owner shall provide full information regarding its requirements for the project to the Construction Manager.
- 20.02 Project Consultant's Agreement - The Owner shall retain a Project Consultant to design and prepare construction documents for the project. The Project Consultant's services, duties and responsibilities are described in the Agreement between the Owner and the Project Consultant, a copy of which will be furnished to the Construction Manager.
- 20.03 Site Survey and Reports - The Owner shall furnish all surveys describing the physical characteristics, soil reports, and subsurface investigations, legal limitations, utility locations, and a legal description of the project.
- 20.04 Approvals and Easements - The Owner shall pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures and for permanent changes in existing facilities.
- 20.05 Drawings and Specifications - The Construction Manager will be furnished a reproducible set of all copies of Drawings and Specifications reasonably necessary and ready for printing.
- 20.06 Cost of Surveys & Reports - The services, information, surveys and reports required by the above paragraphs shall be furnished with reasonable promptness in accordance with the approved schedule at the Owner's expense.
- 20.07 Project Faults or Defects - If the Owner becomes aware of any fault or defect in the Project or non-conformance with the drawings and specifications, he shall give prompt written notice thereof to the Construction Manager and Project Consultant.

General Conditions of the CM Agreement  
July 6, 2004

**ARTICLE 21. ADMINISTRATION OF THE CONTRACT**

- 21.01 The Construction Manager will provide Administration of the Sub-contracts. The Owner will provide administration of the contract between Owner and Construction Manager.
- 21.02 Neither the Project Consultant nor the Owner will be responsible for construction means, methods, techniques, sequences or procedures, safety precautions and programs in connection with the Work or for the acts of omission or commission of the Construction Manager, its Subcontractors or their agents or employees or any other person performing any of the work.
- 21.03 The Owner will have the authority to reject Work which does not conform to the Contract Documents and to require special inspection or testing. The Owner's authority to act under this Paragraph, nor any decision made by it in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Owner to the Construction Manager, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.
- 21.04 The Construction Manager shall forward all communications to the Owner's representative and copy to the Project Consultant.
- 21.05 The Construction Manager shall submit Applications for Payment to the Owner for approval prior to Payment to the Construction Manager.
- 21.06 The Project Consultant shall approve shop drawings for design only, the Construction Manager being responsible for all dimensions, quantities, etc., necessary to complete the Work in compliance with the Drawings and Specifications and other Contract Documents.
- 21.07 The duties, responsibilities and limitations of authority of the Project Consultant and the Owner will not be modified nor extended without written consent of the Construction Manager, the Project Consultant, and the Owner.
- 21.08 Lines of Communication - During pre-construction and construction activities Construction Manager shall direct all communications to the Project Manager with a copy to Project Consultant. The Owner and Project Consultant shall communicate with the subcontractors or suppliers only through the Construction Manager while such method of communication is effective in maintaining project schedules and quality, except in cases of emergency and/or threat to property or person.

**ARTICLE 22. INSPECTION**

- 22.01 Construction will be inspected for code compliance, compliance with drawings and specifications, and quality by inspectors working for the Owner and/or other governmental authorities.
- 22.02 Code Inspections - All projects require detailed code compliance inspections during construction in disciplines determined by the inspecting Authority. These disciplines normally include, but are not necessarily limited to, structural, mechanical, electrical, plumbing and general building.
- 22.03 The Construction Manager shall notify the appropriate inspector(s), no less than 24 hours in advance, that the work is ready for inspection and before the work is covered. Work not inspected and approved prior to cover-up shall be uncovered for inspection when directed by the Permitting Authority. All costs for uncovering and reconstruction shall be borne by the Construction Manager.
- 22.04 All inspections shall be made for conformance with the applicable building codes, compliance with drawings and specifications, and quality.
- 22.05 Cost for all reinspection of work found defective and subsequently repaired shall be borne by the Construction Manager and corresponding subcontractor.

General Conditions of the CM Agreement  
July 6, 2004



**ARTICLE 23. DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK.**

- 23.01 In the event that the Construction Manager covers, conceals or obscures its work in violation of this Contract or in violation of a directive from the Owner, such work shall be uncovered and displayed for the Owner's inspection upon request, and shall be reworked at no cost in time or money to the Owner.
- 23.02 If any of the work is covered, concealed or obscured in a manner not covered by Article 23.01 above, it shall, if directed by the Owner, be uncovered and displayed for the Owner's inspection. If the uncovered work conforms substantially with this Contract, the costs incurred by the Construction Manager to uncover and subsequently replace such work shall be borne by the Owner; otherwise, such costs shall be borne by the Construction Manager.
- 23.03 The Construction Manager shall, at no additional cost in money to the Owner or extension of time, correct work rejected by the Owner as defective or failing to conform to this Contract. Additionally, the Construction Manager shall reimburse the Owner for all testing, inspections and other expenses incurred as a result thereof.
- 23.04 In addition to its warranty obligations set forth elsewhere herein, the Construction Manager shall be specifically obligated to correct any and all defective or nonconforming work for a period of twelve (12) months following the date of Owner Occupancy of the Project or a designated portion thereof.
- 23.05 The Owner may, but shall in no event be required to, choose to accept defective or nonconforming work.
- 23.06 In such event, the Contract Price shall be reduced, at Owner's option, by the greater of (i) the reasonable costs of removing and correcting the defective or nonconforming work, or (ii) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming work.
- 23.07 If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for the acceptance of defective or nonconforming work, the Construction Manager shall, upon written demand from the Owner, pay the owner such remaining compensation for accepting defective or nonconforming work.

**ARTICLE 24. SUBCONTRACTS**

- 24.01 The Contract Documents make no attempt to fix the scope of the Work of any Subcontractor nor the responsibilities of any such Subcontractor, it being understood that the Construction Manager shall fix the scope of all Work and responsibilities of the Subcontractor. Construction Manager shall not replace Subcontractor without good cause.
- 24.02 The Construction Manager shall continuously update information concerning Subcontractors submitted to the Owner as Post-Award Information by submitting:
- 24.03 The general form of Subcontract Agreement used by the Construction Manager within thirty (30) days of execution of the GMP Addendum.
- 24.04 Updated listings of Subcontractors denoting changes to the list submitted within ten (10) days of said change.
- 24.05 Copies of executed Subcontractor Contracts within ten (10) days of their execution.
- 24.06 A complete accounting of all payments made to Subcontractors and the balances owed to the Subcontractors with each Application For Payment submitted by the Construction Manager.
- 24.07 All contracts with Subcontractors shall incorporate by reference the terms and conditions of the Contract

General Conditions of the CM Agreement  
July 6, 2004

Documents

- 24.08 The Construction Manager shall cause and require to be included in all Subcontracts a provision for the benefit of the Owner binding the Subcontractors to remain bound by the Subcontracts in the event the Construction Manager is replaced by another Construction Manager pursuant to the term of the Contract Documents. The Construction Manager shall also include in all Subcontracts a provision requiring the Subcontractor, in the event of the Construction Manager's termination, to consent to the assignment of their Subcontracts to the Owner.
- 24.09 The Owner may at any time request from the Subcontractors, or any of them, a sworn statement of account with the Construction Manager and the Construction Manager shall cause to be included in all Subcontracts a requirement that the Subcontractors provide said sworn statement upon Owner's request.
- 24.10 Each Subcontractor and supplier must agree to assign all of its warranties to Owner. In addition each Subcontractor and supplier must warrant all of its Work, equipment, materials and labor to Owner in accordance with the terms and provisions of its contractual obligations to Construction Manager and any legal or statutory provisions that apply to its work, materials or equipment.
- 24.11 Owner may at its discretion require Construction Manager to have major sub-subcontractors or suppliers comply with the requirements of this Article or other provisions of the Contract Documents.
- 24.12 Any disputes which may arise in this connection between the Construction Manager and any Subcontractor must be settled between the parties concerned and the Owner will not undertake, nor be in any way responsible for, the settlement of such disputes.
- 24.13 No Subcontractor shall under any condition relieve the Construction Manager of his liabilities and obligations to the Owner under his Contract and the Construction Manager shall be solely responsible to the Owner as provided herein.
- 24.14 All subcontracts shall provide:
1. LIMITATION OF REMEDY - NO DAMAGES FOR DELAY
  2. That the subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the Owner or Project Consultant or attributable to the Owner or Project Consultant and including claims based on breach of contract or negligence, shall be an extension of its contract time.
  3. In the event of a change in the work the subcontractor's claim for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus no more than 15% for overhead and profit and bond costs.
  4. Each subcontract shall require the subcontractor to expressly agree that the foregoing constitute the sole and exclusive remedies for delays and changes in the work and thus eliminate any other remedies for claim for increase in the contract price, damages, losses or additional compensation.
  5. Each subcontract shall require that any claims by subcontractor must be submitted to Construction Manager within the time and in the manner in which the Construction Manager must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.
- 24.15 Responsibilities for Acts and Omissions - The Construction Manager shall be responsible to the Owner for the acts and omissions of his employees and agents and his subcontractors, their agents and employees, and all other persons performing any of the work or supplying materials under a contract to the Construction Manager.
- 24.16 Subcontractor Interfacing - The Construction Manager shall be the single point of interface with all subcontractors for the Owner and all of its agents and representatives including the Project Consultant. He shall negotiate all change orders, field orders and request for proposals, with all affected subcontractors and shall

review the costs of those proposals and advise the Owner of their validity and reasonableness, acting in the Owner's best interest prior to requesting approval of each change order from the Owner. Before any work is begun on any change order, a written authorization from the Owner must be issued. However, when health and safety are threatened, the Construction Manager shall act immediately to remove the threat to health and safety.

- 24.17 **Subcontracts to be provided** - The Construction Manager shall include a copy of each subcontract, including the general and supplementary conditions, in the project manual.
- 24.18 **Bonding of Subcontractors** - The Construction Manager shall submit proof, in the form of copies of properly executed bond forms, that the following major subcontractors have provided a performance bond and a payment bond to the Construction Manager and Owner as dual obligees with a corporate surety approved by the United States Treasury Department and authorized to do business in the State of Florida and otherwise acceptable to the Owner:
- .1 HVAC/Mechanical
  - .2 Electrical
  - .3 Plumbing
  - .4 Roofing
  - .5 Shell Contractor
- 24.18.01 If the value of a subcontract listed above is below \$200,000, the Subcontractor Bonding requirement for that respective subcontract may be waived by the Owner, at its sole discretion, for M/WBE Subcontractors participating in the Owner's M/WBE Subcontractor Programs as described elsewhere in the Contract Documents. The Construction Manager may bond any subcontractor whose contract exceeds \$100,000.00 which shall be an expense to the Owner if approved in writing by the Owner.
- 24.18.02 The respective performance and payment bonds shall:
- a Require the Surety to perform the Subcontract and to pay all bills and invoices for labor done and materials provided in the performance of the Work, including any guarantee or warranty period provided for in the Contract Documents.
  - b Be on the forms as provided by the Owner. No other forms will be acceptable.
  - c Executed under corporate seal of the surety and countersigned on the part of the surety by a qualified resident agent of the company or any attorney-in-fact. The Owner may request the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.
  - d In case of default or other proceedings on the part of the Subcontractor, actions for all expenses incident to ascertaining and collecting losses under the bond, including reasonable attorney's fees for same, shall be covered by the bond.
  - e Bonding companies acceptable to the Owner are bonding companies which are United States Treasury Department approved bonding companies, qualified and rated in accordance with Article 29 below and limited in bonding ability to the current United States Treasury Department standing for net limit on any one risk at the time of execution of the Subcontract.
  - f Any expenses related to non-conforming bonds shall be the sole responsibility of Construction Manager.

**ARTICLE 25. CONSTRUCTION MANAGER'S FEES**

- 25.01 **Adjustments in Fee** - For changes in the project as provided in Article 27 of the General Conditions, the construction phase fee shall be adjusted as follows:

General Conditions of the CM Agreement  
July 6, 2004

- (1) The Construction Manager shall be paid an additional fee subject to negotiation if the Construction Manager is placed in charge of reconstruction of an insured or uninsured loss excluding any condition that may have been caused from negligent acts by the Construction Manager.
- (2) The Construction Manager shall be paid an additional fee should the duration of the construction stipulated herein for Final Completion extend beyond the approved final completion date twenty-five (25) months after the Notice-To-Proceed, due to no fault of the Construction Manager. The Construction Manager's Additional Construction Phase Fee and General Conditions will be (\$1,550) dollars per working day, for each day or portion thereof. The Construction Manager's staff during such time extensions shall be that shown in Exhibit E and F.
- (3) The Construction Manager will not be due any Overhead and Profit on increases in the Guaranteed Maximum Price (GMP) that do not exceed \$100,000. Should the GMP be increased by more than \$100,000 under the terms of Article 27 hereinafter due to no fault of the Construction Manager, the Construction Manager's Overhead and Profit for the Construction Phase will be the negotiated amount in Article 7.1 of the Agreement and indicated as a per-cent in "Fee for Change Orders", of that portion of the cumulative increases in the GMP that exceed the GMP by more than \$100,000.
- (4) The Construction Manager shall not be paid overhead and profit on any additional cost item of work, not included in GMP, for which the Construction Manager to the best of its ability should have reasonably discovered in their review of Contract documents (see also Paragraph 3.3.2 and exhibits G and H), review of other project documentation and existing site conditions.
- (5) Construction Manager's Exclusive Remedy: In the event the construction Substantial or Final Completion date is extended, regardless of whether delay is caused by any act or neglect of the Owner or the Project Consultant, or is attributable to the Owner or the Project Consultant, the Construction Manager's sole and exclusive remedy is an extension of the construction completion date and payment of Construction Phase Fees, General Conditions and Overhead and Profit for Construction Phase as provided above.

25.02.01

Costs and Expenses Included in Fee - The following (a non-exclusive list ) are included in the Construction Manager's fee for services during the Construction Phase and not included in the cost of the project.

- a Salaries or other compensation of the Construction Manager's employees at the Project site or Broward Office.
- b The Construction Manager's personnel to be assigned during the construction phase, their duties and responsibilities to this project and the duration of their assignments are shown on Exhibits E and F.
- c General operating expenses related to this project at the Construction Manager's Broward offices.
- d The costs of all data processing staff.
- e General operating expenses incurred in the management and supervision of the project, except as expressly included in Article 26 of the General Conditions.
- f Those services set forth in Article 3 of the Agreement between Owner and Construction Manager.
- g Job office supplies - includes paper, pencils, paper clips, file folders, staples, etc., and other supplies.
- h Direct tax saving purchase program. The Board reserves the right to implement or not implement a Direct Tax Savings Purchase Program or to extend its current program, if any, to this Construction Manager Agreement with notice to the Construction Manager prior to the negotiation of fees herein.

General Conditions of the CM Agreement  
July 6, 2004

**ARTICLE 26. COST OF THE PROJECT**

26.01 **Definition** - The term Cost of the Project shall mean costs necessarily incurred in the Project during the Construction Phase for Construction services and paid by the Construction Manager which are not included in Article 25. Such costs shall include the items set forth below in this Article.

**THE OWNER AGREES TO PAY THE CONSTRUCTION MANAGER FOR THE COST OF THE PROJECT AS DEFINED IN THIS ARTICLE. SUCH PAYMENT SHALL BE IN ADDITION TO THE CONSTRUCTION MANAGER'S FEES STIPULATED IN ARTICLE 25 OF THE GENERAL CONDITIONS.**

26.02 **Direct Cost Items**

26.02.02 Cost of all materials, supplies and equipment incorporated in the Project, including costs of transportation and storage thereof.

26.02.03 Payments due to subcontractors from the Construction Manager or made by the Construction Manager to subcontractors for their work performed pursuant to contract under this Agreement. This includes any subcontractor bonds the Construction Manager is required to procure.

26.02.04 Cost including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen, which are employed or consumed in the performance of the work.

26.02.05 Rental charges on all necessary machinery and equipment, exclusive of hand tools used at the site of the Project, including installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof which are used in the support of a sub-contractor or the Construction Manager's own forces in the performance of the work, at rental charges consistent with those prevailing in the area.

- a. Proposed rental rates and related fair market values for Contractor owned (affiliate owned, subsidiary owned, or related party owned) equipment shall be submitted to and approved by Owner prior to being used in connection with the Work. The projected usage for each piece of equipment proposed to be rented, and estimated total rentals shall be submitted for approval in advance in a form satisfactory to Owner so that an appropriate lease versus buy decision can be made.
- b. Each piece of equipment to be rented shall have hourly, daily, weekly, and monthly rates submitted to and approved by Owner in advance before equipment rental charges will be considered reimbursable.
- c. The reimbursable equipment rental rates shall not exceed 75% of the published rates based on the latest edition of "Rental Rates and Specifications" published by the Associated Equipment Distributors (AED). If the AED publication does not contain information related to the type of equipment rented, the Owner and Contractor will use the applicable portions of the latest edition of the Army Corps of Engineers equipment rental rate guide (Construction Equipment Ownership and Operating Expense Schedule exclusive of the costs for fuel, filters, oil and grease) to mutually agree in advance on hourly, daily, weekly, and monthly rental rates to use during the project. If these two reference sources do not contain specific listings for pieces of equipment to be rented, the two parties may mutually agree to reimburse the Contractor up to 75% of the current competitive rental rates from local third party equipment rental companies.
- d. The aggregate rentals chargeable for each piece of Contractor owned tools or equipment shall not exceed 75% of the fair market value of such equipment at the time of its commitment to the Work. The original purchase price and date of purchase of the equipment will be documented with a copy of the purchase invoice and submitted to the Owner along with a proposed fair market value in accordance with the procedure outlined above. The fair market values to be used for purposes of this contract clause will be subject to advance written approval of the Owner. Such aggregate limitations will apply and no further rentals shall be charged even if a piece of equipment is taken off the job and is later replaced by a similar piece of equipment. For purposes of computing the aggregate rentals applicable to aggregate rental

General Conditions of the CM Agreement

July 6, 2004

limitations, rental charges for like pieces of equipment will be combined if the pieces of equipment were not used at the same time.

- e. Fair market value for used material and equipment as referred to in this contract shall mean the estimated price a reasonable purchaser would pay to purchase the used material or equipment at the time it was initially needed for the job. Note: This is usually lower than the price a reasonable purchaser would pay for similar new construction material or construction equipment.
- f. Rental charges for equipment which is not owned by Contractor or any of its affiliates, subsidiaries, or other related parties and is rented from third parties for use in proper completion of the Work shall be considered reimbursable, will be reimbursable at actual costs, as long as rental rates are consistent with those prevailing in the locality. For any lease/purchase arrangement where any of the lease/purchase rental charges were charged to Owner as reimbursable job costs, appropriate credit adjustments to job cost will be made for an appropriate pro rata share of the fair market value of the equipment at the time it was last used on the job.
- g. All losses resulting from lost, damaged or stolen tools and equipment shall be the sole responsibility of the Contractor, and not the Owner, and the cost of such losses shall not be reimbursable under this contract except as covered by insurance procured for the work
- h. The Contractor shall be required to maintain a detailed equipment inventory of all job-owned equipment (either purchased and charged to job cost or job-owned through aggregate rentals) and such inventory shall be submitted to the Owner each month. For each piece of equipment, such inventory should contain at a minimum (1) original purchase price or acquisition cost (2) acquisition date (3) approved FMV at the time the piece of equipment was first used on the job and (4) final disposition. At the completion of the project, the Contractor shall transfer title and possession of all remaining job-owned equipment to the Owner, or at Owner's option, Contractor may keep any such equipment for an appropriate credit to job cost, which will be mutually agreed to by Owner and Contractor.
- i. All costs incurred for minor maintenance and repairs shall be reimbursed at actual cost. Such costs include routine and preventative maintenance, minor repair and other incidental costs. Repairs and/or replacement of a capital nature are considered to be covered by the rental rates. Major repairs and overhauls are not considered routine and ordinary, consequently such costs are not reimbursable and are intended to be covered by the rental rates.

- 26.02.06 Cost of the premiums for all insurance and cost of premiums for all bonds which the Construction Manager is required to procure by this Agreement specifically for the construction project.
- 26.02.07 Sales, use, gross receipts or similar taxes related to allowable direct costs of the Project imposed by any governmental authority, and for which the Construction Manager is liable.
- 26.02.08 No costs shall be paid by the Owner to the Construction Manager for any expenses made necessary to correct defective workmanship or to correct any work not in conformance with the Plans and Specifications or to correct any deficiency or damage caused by negligent acts by the Construction Manager.
- 26.02.09 Minor expenses at the site, such as telegrams, long distance telephone calls, telephone service, expressage, postage, and similar petty cash items in connection with the Project to be billed at cost.
- 26.02.10 Costs for trash and debris control and removal from the site.
- 26.02.11 Cost incurred due to an emergency affecting the safety of persons and property.
- 26.02.12 If approved by the Owner, the Construction Manager, when qualified, may perform all or a portion of the work for any item listed on the estimate or GMP Schedule of Values breakdown where it is deemed advantageous due

General Conditions of the CM Agreement  
July 6, 2004

to schedule or economic benefit.

- 26.02.13 Transportation greater than 100 miles from the site for Construction Manager's personnel employed directly for the project. Such transportation must be approved in advance by the Owner, and may be in accordance with the Construction Manager's standard personnel policy but not exceeding the limits established by Florida Statutes 112.061.
- 26.02.14 Costs for watchman and security services for the project.
- 26.02.15 Costs for efficient logistical control of the site, including horizontal and vertical transportation of materials and personnel. Also, costs for adequate storage and parking space.
- 26.02.16 Costs for such temporary facilities at the Project site during construction, as approved by the Owner, including temporary water, heat, power, sanitary facilities and telephones.
- 26.02.17 Wages paid for labor (as opposed to wages paid to management or supervisory personnel) in the direct employ of the Construction Manager in the performance of its work under the Agreement, times a multiple of (Multiplier) to cover fringe benefits. The Multiplier shall be defined as the employer's net actual cost of payroll taxes (FICA, Medicare, UITA, FUTA), net actual cost for employer's cost of union benefits (or other usual and customary fringe benefits if the employees are not union employees), and net actual cost to employer's worker's compensation insurance taking into consideration adjustments for experience modifiers, premium discounts, dividends, rebates, expense constants, assigned risk pool costs, net cost reductions due to policies with deductibles for self-insured losses, assigned risk rebates, and other variables. The Construction Manager shall reduce his standard payroll tax percentages to properly reflect the effective cost reduction due to the estimated impact of the annual maximum wages subject to payroll taxes. The percentage used for the multiplier will be examined at the conclusion of the project and an adjustment shall be made if it is determined that actual percentage should have been more or less than the percentage used.
- 26.02.18 Wages shall not be paid for holidays not worked and shall exclude bonuses and other similar extraordinary benefits.
- 26.03 **COSTS NOT TO BE REIMBURSED**
- 26.03.01 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the Project site office.
- 26.03.02 Expenses of the Construction Manager's principal office and offices other than the Project site office.
- 26.03.03 Construction Manager's capital expenses, including interest on Construction Manager's capital used for the Work.
- 26.03.04 Any cost not specifically and expressly described in subsection 26.02 above.
- 26.03.05 Cost which would cause the GMP to be exceeded (other than adjustments pursuant to the terms herein for Change Orders and Construction Change Directives).
- 26.03.06 Cost of the Construction Manager's home office computer services or other outside computer processing services shall be considered overhead and general expense. Accordingly, the Construction Manager should not plan to perform any such computer related services or alternatives at the field office when such service or functions can be performed at the Construction Manager's home or branch offices, or other outside service locations.
- 26.03.07 Any personal computer applications and related costs or remote job entry data functions and related costs which will be incurred by personnel at the job site must receive advance written approval from the Owner to be considered a reimbursable cost, otherwise the associated cost will not be paid.

General Conditions of the CM Agreement  
July 6, 2004

- 26.03.08 Costs of all reproductions used for bidding or information purposes required by the project to directly benefit the project will only be reimbursed with prior written approval of the project manager.
- 26.03.09 Costs of subcontractors bonds not required by this agreement or approved in writing by Owner.
- 26.03.10 Deductibles paid by Construction Manager on any insurance claim will not be reimbursed unless the loss could not have been reasonably avoided by Construction Manager and/or all subcontractors had it reasonably performed all contractual safeguards. Deductibles will otherwise be reimbursed to CM.

**ARTICLE 27. CHANGE ORDERS AND CONSTRUCTION CHANGE DIRECTIVES**

- 27.01 The Owner, without invalidating this Agreement, may order Changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions, the GMP, and the Construction Completion Date, being adjusted accordingly. All changes in the Project shall be authorized by Change Order (CO) or Construction Change Directive (CCD) signed by the Owner before the change is implemented.
- 27.02 A Change Order or Construction Change Directive is a written order to the Construction Manager signed by the Owner issued after the execution of this Agreement, authorizing a Change in the Project, the Construction Manager's fees, or the Construction Completion date. Each adjustment in the GMP resulting from a change order shall clearly separate the amount attributable to the Cost of the Project.
- 27.03 The increase or decrease in the cost of the work as a component of the Guaranteed Maximum Price resulting from a change in the Project shall be determined in one or more of the following ways.
- a. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Owner;
  - b. by unit prices stated in the Agreement or subsequently agreed upon;
  - c. by cost as defined in Article 26 of the General Conditions, the stipulated percentage for overhead and profit [subject to the \$100,000 threshold set forth in Article 25.01.3 of the General Conditions] set forth in Article 7.1 of the Agreement and, if time for performance of the construction phase of the work is extended, additional construction phase fees and general conditions set forth in Article 25.01.2 of the General Conditions; or
  - d. by the method provided in Subparagraph 27.04.
- 27.04 If none of the methods set forth in Clause 27.03 is agreed upon, the Construction Manager, provided he receives a Construction Change Directive signed by the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures and savings of those performing the Work attributed to the change. However, in the event a Construction Change Directive is issued under these conditions, the Project Consultant will establish an estimated cost of the work and the Construction Manager shall not perform any work whose cost exceeds that estimate without prior written approval by the Owner. In such case, and also under Article 27.03 above, the Construction Manager shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data of the increase in the Cost of the Project as outlined in Article 26 of the General Conditions. The amount of decrease in the Guaranteed Maximum Price to be allowed by the Construction Manager to the Owner for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease.
- 27.05 If unit prices are stated in the Agreement or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order and/or Construction Change Directive that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or the Construction Manager, the applicable unit prices and Guaranteed Maximum Price shall be equitably adjusted.

General Conditions of the CM Agreement  
July 6, 2004



- 27.06 Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Drawings, Specifications, or Owner furnished information or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, be encountered, the Guaranteed Maximum Price and the Construction Completion date shall be equitably adjusted by Change Order upon a request for Change Order in accordance with Article 27 of the General Conditions.
- 27.07 Claims For Additional Construction costs or Time - All claims for additional costs or time shall be made by request for a change order submitted as provided in Article 27 of the General Conditions. **ADDITIONAL TIME SHALL BE CONSIDERED ONLY IF THE APPROVED CPM (CRITICAL PATH) IS IMPACTED BY THE CHANGE.**
- 27.07.01 If the Construction Manager is delayed at any time in the progress of the work by any act or neglect of the Owner or the Project Consultant or of any employee of either or by any separate Construction Manager employed by the Owner or by any changes ordered in the work by labor disputes, fire, or unusual delay in transportation, unavoidable casualties or any causes beyond the Construction Manager's control or by delay authorized by the owner pending resolution of disputes, and such delay extends the completion date, the Substantial Completion shall be extended by Change Order for such time as the Owner may reasonably determine.
- 27.07.02 Only delays which are determined to extend the critical path for the schedule for constructing the project will result in a time extension. Neither the Owner nor the Construction Manager shall be considered to own the schedule float time.
- 27.08 Minor Changes In The Project - The Facilities Project Manager will have authority to order minor changes in the Project not involving an adjustment in the Guaranteed Maximum Price or an extension of the Construction Completion Date and not inconsistent with the intent of the Drawings and Specifications. Such changes shall be effected by written order.
- 27.09 Emergencies - In any emergency affecting the safety of persons or property, the Construction Manager shall act at his discretion, to prevent threatened damage, injury or loss. Any increase in the Guaranteed Maximum Price or extension of time claimed by the Construction Manager on account of emergency work shall be determined as provided in Article 27 of the General Conditions.

#### **ARTICLE 28. DISCOUNTS AND PENALTIES**

- 28.01 All discounts for prompt payment shall accrue to the Owner to the extent the Cost of the project is paid directly by the Owner or from a fund made available by the Owner to the Construction Manager for such payments. To the extent the Cost of the Project is paid with funds of the Construction Manager, all cash discounts shall accrue to the Construction Manager. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Project. All penalties incurred due to fault of the Construction Manager for late payment of cost of the project will be paid by the Construction Manager.
- 28.02 Construction Manager shall comply with the Direct Owner Purchasing Program as set forth in SBBC Section 01295, if applicable.

#### **ARTICLE 29. BONDS, INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION**

- 29.1 **Bonds**
- 29.1.01 In accordance with the provisions of Section 255.05, Florida Statutes, the Construction Manager shall provide to the Owner, on forms furnished by the Owner, a 100% Performance Bond and a 100% Labor and Material

General Conditions of the CM Agreement  
July 6, 2004

Payment Bond each in an amount not less than the GMP as revised.

- 29.1.02 To be acceptable to the School Board of Broward County as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:
- 29.1.03 The Surety Company shall be approved by the United States Treasury Department and have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.
- 29.1.04 The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
- 29.1.05 The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued
- 29.1.06 If the Contract Award Amount exceeds \$500,000, the Surety Company shall also comply with the following provisions:
- 29.1.07 The Surety Company shall have at the minimum an AA-A Policy Holder's Rating, and a A Class VI Financial Rating in the latest issue of Best's Key Rating Guide.
- 29.1.08 The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:
- 29.1.09 Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.
- 29.1.10 In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

#### **ARTICLE 30. INDEMNITY AND HOLD HARMLESS**

- 30.01 To the fullest extent permitted by law, the Construction Manager shall indemnify and hold harmless the Owner, its members, officers, employees and agents (hereinafter collectively "Related Parties") from and against any and all liability, claims, causes of action (by whomever brought or alleged and regardless of the legal theories upon which the liability, claims or causes of action are based), losses, damage, costs, expenses and fees (including but not limited to reasonable fees of attorneys, expert witnesses and other consultants), which are or may be imposed upon, incurred by or asserted against Owner and/or the Related Parties to the extent said liability, claims, causes of action, losses, damages, costs, expenses and/or fees are caused by the Construction Manager's negligent, reckless or intentional wrongful acts of omission, error, misconduct, or commission.
- 30.02 In any and all claims against the Owner by any employee of the Construction Manager, or anyone for whose acts the Construction Manager may be liable, the obligations for Construction Manager to indemnify Owner under this contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Construction Manager under workman's compensation acts, disability acts, or other employee benefit acts.
- 30.03 In the event that any claims are brought or actions filed against the Owner with respect to the indemnity contained herein, the Construction Manager agrees to defend against any such claims or actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed. The Construction Manager agrees that the Owner may select the attorneys to appear and defend such claims or actions on behalf of the Owner. The Construction Manager further agrees to pay, at the sole expense of the Construction Manager, the attorney's fees and cost incurred by those attorneys selected by the Owner to appear and defend such claims or actions on behalf of the Owner. However, if the claims or actions are covered by insurance and such coverage is acknowledge by the insurance company in writing to the Owner, then, in that case, the insurance company shall

General Conditions of the CM Agreement  
July 6, 2004

choose counsel, direct the defense and be the judge of the acceptability of any compromise or settlement of any such claims or actions against the Owner which are within the insurance policy limits and are paid by the insurance company solely. Otherwise, if the claims or actions are not covered by insurance, then, at its sole option the Owner shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions asserted against the Owner.

- 30.04 The Construction Manager recognizes the nature of the indemnification obligations imposed under this contract and voluntarily makes these covenants. The obligation imposed upon the Construction Manager under this Indemnification Agreement shall survive termination of this contract.

### **ARTICLE 31. CONSTRUCTION MANAGER'S INSURANCE**

- 31.01 The Construction Manager shall not commence any work in connection with this Agreement nor shall be paid any monies until it has obtained the following types of insurance and such insurance policies have been approved and supplied to the Owner, nor shall the Construction Manager allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies providing policies required under this Agreement shall have at least an A- rating and a financial rating of no less than VI in the current A.M. Best Manual or hold a Moody's Investors Service Financial Strength of "Aa3" or better.
- 31.02 Insurance policies required under this Agreement shall be endorsed to be primary of all other valid and collectable coverages maintained by The School Board of Broward County, Florida. The School Board of Broward County, Florida, shall be named as an additional insured under the General Liability policy including Products Liability. **THE CONSTRUCTION MANAGER SHALL NOT RECEIVE ANY PAYMENTS UNDER THIS CONTRACT AS LONG AS AND UNTIL ALL POLICIES REQUIRED AT THAT TIME HAVE BEEN PROVIDED TO THE OWNER.**
- 31.03 Certificate of Insurance - The Owner shall be furnished proof of coverage of Insurance as follows:
- 31.04 Certificate of Insurance form will be furnished to the Owner along with the Contract Documents. These shall be completed and signed by the authorized Florida Resident Agent, and returned to the Owner.
- 31.04.01 The Certificate shall be dated and show the name of the insured Construction Manager, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.
- 31.04.02 No material change or cancellation of the insurance shall be effective without a thirty (30) day prior written notice to and approval by the Owner.
- 31.04.03 Certificate of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such Certificates shall clearly state all of the coverages required in this Section. The Certificates shall clearly indicate that the Construction Manager has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of contract award to the Construction Manager.
- 31.04.04 Certificate of Insurance must clearly list any and all deductibles by coverage.

#### **Insurance Required**

- 31.05 Worker's Compensation Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Worker's Compensation Insurance for all his employees connected with the work of this Project and, in case any work is sublet, the Construction Manager shall require the subcontract similarly to provide Worker's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Construction Manager. Such insurance shall comply with the Florida Worker's Compensation Law, Florida Statutes Chapter 440. In case any class of employees engaged in hazardous work under this contract at the site of the Project is not protected under the Worker's Compensation statute, the

General Conditions of the CM Agreement  
July 6, 2004

Construction Manager shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected.

- 31.06 Automobile Liability Insurance - The Construction Manager shall maintain Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in amounts not less than One Million (\$1,000,000.00) Dollars per occurrence for bodily injury and property damage combined single limit.
- 31.07 General Liability Insurance - The Construction Manager shall maintain General Liability Insurance, including contractual Liability to cover the Hold Harmless Agreement set forth herein, with bodily injury limits of not less than One Million (\$1,000,000.00) Dollars per occurrence combined single limit for bodily injury and property damage and not less than Two Million (\$2,000,000.00) Dollars General Aggregate.
- 31.07.01 Product Liability or Completed Operations Insurance: The Construction Manager shall maintain Product Liability of Completed Operations Insurance with bodily injury limits of liability of no less than One Million (\$1,000,000.00) Dollars per occurrence and One Million (\$1,000,000.00) Dollars aggregate.
- 31.08 Builder's Risk Coverage - The Construction Manager shall take out and maintain during the construction phase of this Agreement. A Builder's Risk Policy completed value form as a cost of the Project, issued to provide coverages on an All risk basis including but not limited to perils of fire, vandalism, theft and those included in extended coverage in the amount of one hundred percent (100%) of the values at risk. This coverage shall not be lapsed or canceled because of partial occupancy by the Owner prior to final acceptance of the Project.
- 31.10 Providing for all sums which the Construction Manager shall be legally obligated to pay as damages for claims arising out of or relating to the services performed by the Construction Manager or any person employed or acting on the Construction Manager behalf (including but not limited to Sub-Contractors) in connection with this agreement. The project insurance policy shall be purchased with an extended Reporting period endorsement and shall provide full coverage for a period commencing with execution of its contract and terminating five years after final completion of the project. This policy shall be non-cancelable. All premium costs and expenses for the required Professional Liability coverage shall be paid by the Owner subject to Owner's approval as to terms and conditions. If Owner, at its sole discretion, agrees that such coverage is not commercially reasonably available, the Owner may, at its sole discretion, authorize the Construction Manager to alter the coverage by substituting a lower aggregate and/or changing any other terms and conditions of the coverage (including but not limited to deductible amounts) based upon the scope of the project.

#### **ARTICLE 32. WAIVER OF SUBROGATION**

- 32.01 The Owner and the Construction Manager waive all rights against each other, for damages caused by perils covered by insurance provided under Article 29 to the extent covered by such insurance except such rights as they may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.
- 32.02 The Owner and Construction Manager waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.
- 32.03 The Owner waives subrogation against the Construction Manager on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.
- 32.04 If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Owner of such policies will cause them to be so endorsed, failure to obtain proper endorsement nullifies the waiver of subrogation.

General Conditions of the CM Agreement  
July 6, 2004

**ARTICLE 33. WITHHOLDING PAYMENT TO CONSTRUCTION MANAGER**

- 33.01 In addition to the Retainage, payments, including but not limited to Final Payment, may be withheld or reduced by the Owner in its sole discretion if any of the following exists:
- 33.02 The work is not proceeding in accordance with construction Documents Schedule as anticipated by the Owner. In that event, the Owner will assess the anticipated delay and the Owner will use the amounts specified for Liquidated Damages as the basis for amounts withheld. Said funds shall be held until such time as the Owner determines that the work is back on schedule. By making said funds available to Construction Manager, owner does not waive its right to assess liquidated damages at the completion of the Project:
- 33.03 Liquidated Damages as set forth in this Contract;
- 33.04 Defective Work unremedied;
- 33.05 Punch-List items unremedied;
- 33.06 Subject to Owner's written notice to Construction Manager in accordance with Contract Documents back charge items for work performed by Owner or another contractor at the request of Owner, which work is within the scope of Work under this Construction Contract.
- 33.07 Claims filed by subcontractors, laborers, suppliers, materialmen or others;
- 33.08 Failure to comply with any and all insurance requirements;
- 33.09 Failure of the Construction Manager to make payment properly to Subcontractors or others;
- 33.10 Damage to the Owner or its property or another contractor's work caused by the Construction Manager or its subcontractors.

**ARTICLE 34. TERMINATION BY THE CONSTRUCTION MANAGER**

- 34.01 If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Construction Manager, or if the Project should be stopped for a period of sixty (60) days by the Construction Manager, for the Owner's failure to make payments thereon, then the Construction Manager may, upon seven days written notice to the Owner, request payment for all work executed, the Construction Manager's fees earned to date, and for any proven loss sustained upon any materials, equipment, tools, construction equipment, and machinery, including reasonable profit, damages and terminate expenses incurred by the Construction Manager.

**ARTICLE 35. OWNER'S RIGHT TO PERFORM CONSTRUCTION MANAGER'S OBLIGATIONS AND TERMINATION BY OWNER FOR CAUSE**

- 35.01 If the Construction Manager fails to perform any of his obligations under this Agreement including any obligation he assumes to perform work with his own forces, the Owner may, after seven (7) days written notice during which period the Construction Manager fails to perform such obligation, make good such deficiencies. The GMP, or the actual cost of the Project, whichever is less, shall be reduced by the cost to the Owner of making good such deficiencies and the Construction Manager's Construction Phase Fee shall be reduced by an amount required to manage the making good of such deficiencies.
- 35.02 If the Construction Manager is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an established schedule (failure to maintain schedule shall be defined as

General Conditions of the CM Agreement  
July 6, 2004

any activity on the critical path that falls 45 days or more behind schedule) which has been adopted by the Construction Team, or if he fails to make prompt payment to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Agreement, then the Owner may, without prejudice to any right or remedy and after giving the Construction Manager and his surety, if any, seven (7) days written notice, during which period Construction Manager fails to cure the violation, terminate the employment of the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Construction Manager, and may finish the Project by whatever method he may deem expedient. In such case, the Construction Manager shall not be entitled to receive any further payment until the Project is finished nor shall he be relieved from his obligations assumed under this agreement. Reasonable terminal expenses incurred by the Owner may be deducted from any payments left owing the Construction Manager (excluding monies owed the Construction Manager for subcontract work).

- 35.03 If the Construction Manager refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Construction Manager in conjunction with this Agreement, then the Owner may, without prejudice to any right or remedy and after giving the Construction Manager and his surety, if any, seven (7) days written notice, during which period Construction Manager still fails to allow access, terminate the employment of the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Construction Manager, and may finish the project by whatever method he may deem expedient. In such case, the Construction Manager shall not be entitled to receive any further payment until the Project is finished nor shall he be relieved from his obligations. Reasonable termination expenses incurred by the Owner may be deducted from any payments left owing the Construction Manager (excluding monies owed the Construction Manager for subcontract work).

#### **ARTICLE 36. TERMINATION BY OWNER WITHOUT CAUSE**

- 36.01 If the Owner terminates this Agreement other than pursuant to Article 35, he shall reimburse the Construction Manager for any unpaid Cost of the Project due him under Article 26, plus that part of the unpaid balance of the Construction Phase Fee in an amount as will increase the payment on account of his fee to a sum which bears the same ratio to the Construction Phase Fee as the Cost of the Project at the time of termination bears to the Guaranteed Maximum Price, if established, otherwise to the Owner's Construction Budget. The Owner shall also pay to the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. In case of such termination of Agreement the Owner shall further assume and become liable for obligations, commitments and unsettled contractual claims that the Construction Manager has previously undertaken or incurred in good faith in connection with said Project. The Construction Manager shall, as a condition of receiving the payments referred to in this Article, execute and deliver all such papers and take all such steps including the legal assignment of his contractual rights, as the Owner may require for the purpose of fully vesting in him the rights and benefits of the Construction Manager under such obligations or commitments.
- 36.02 After the establishment of the Guaranteed Maximum Price or at the completion of the Preconstruction Phase, if the final cost estimates or lack of funding make the Project no longer feasible from the standpoint of the Owner, the Owner may terminate this Agreement and pay the Construction Manager his proportionate fee due in accordance with Article 25 plus any costs incurred pursuant to Articles 26.

#### **ARTICLE 37. LAWS AND REGULATIONS**

- 37.01 Construction Manager and its employees and representative shall at all times in the performance of the work, comply with all applicable laws, ordinances, statutes, rules and regulations (including but not limited to the Florida Building Code, in effect at the time the Building Permit(s) is and/or are issued.
- 37.02 If, during the term of this Construction Contract, there are any changed or new laws, ordinances or regulations

General Conditions of the CM Agreement  
July 6, 2004

not in existence at the time of signing this Construction Contract which become effective and which affect the cost or time of performance of the Construction Contract, Construction Manager shall within fifteen (15) days of the discovery of said law, ordinance or regulation, notify Owner in writing and submit detailed documentation of such

effect in terms of both time and cost of performing the Construction Contract. Upon concurrence by Owner as to the effect of such changes, an adjustment in the compensation and/or time of performance may be made at Owner's discretion.

- 37.03 If any discrepancy or inconsistency should be discovered between the Contract Documents and any law, ordinance, regulation, order or decree, Construction Manager shall within fifteen (15) days of discovery of same report the same in writing to Owner and Project Consultant who will issue such instructions as may be necessary.

#### **ARTICLE 38. DISPUTE RESOLUTION**

- 38.01 The Owner and Construction Manager agree that, in the event of a dispute, the parties will attempt to resolve such dispute without litigation and that resolution through mediation procedures will be encouraged. Failing resolution, and prior to commencement of depositions in any litigation between the parties with respect to the Project, the parties shall attempt to resolve the dispute through mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. Should either party fail to submit to mediation as required hereunder, the other party may request a court of law to order mediation under Florida Statutes Section 44.102.
- 38.02 The existence of a dispute between the parties shall not be the basis of the Construction Manager unilaterally electing not to continue performance pursuant to the terms of the Contract Documents.

#### **ARTICLE 39. GOVERNING LAW AND VENUE**

- 39.01 The Construction Contract shall be governed by the laws of the State of Florida.
- 39.02 Venue of any action arising out of this Agreement shall be in Broward County, Florida or in the US District Court for the Southern District of Florida.

#### **ARTICLE 40. RIGHTS AND REMEDIES**

- 40.01 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

#### **ARTICLE 41. SUCCESSORS, ASSIGNS AND ASSIGNMENT**

- 41.01 The Owner and the Construction Manager each binds itself, its partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements and obligations contained in the Construction Contract. It is agreed that the Construction Manager shall not assign, transfer, convey or otherwise dispose of the contract or its right, title and interest in and to the same or any part thereof, without previous consent of the Owner and concurred to by the Sureties.
- 41.02 If requested by Owner the Construction Manager agrees to assign all Subcontracts required for performance of this Contract to the Owner upon the Owner or Facilities Project Manager's determination that Construction Manager has defaulted under the Contract Documents. The Construction Manager shall include in all Subcontracts, equipment leases and purchase orders a provision requiring the subcontractor, equipment lessor or supplier, in the event of Construction Manager's default under this Contract, to consent to the assignment of their subcontracts to the Owner.

General Conditions of the CM Agreement  
July 6, 2004

**ARTICLE 42 NOTICE OF CLAIM: WAIVER OF REMEDIES; NO DAMAGES FOR DELAY**

- 42.01 The Owner's liability to Construction Manager for any claims arising out of or related to the subject matter of this contract, whether in contract or tort, including but not limited to, claims for extension of construction time, for payment by the Owner of the costs, damages or losses because of changed conditions under which the work is to be performed, or for additional work, shall be governed by the following provisions:
- .a All claims must be submitted as a Request for Change Order in the manner as provided herein;
  - .b The Construction Manager must submit a Notice of Claim to Owner within 20 days of when the Construction Manager was or should have been aware of the occurrence of the event giving rise to the claim; and
  - .c Within 10 days of submitting its Notice of Claim, the Construction Manager shall submit to the Owner its Request for Change Order, which shall include a written statement of all details of the claim, including a description of the work affected.
  - .d The Construction Manager agrees that the Owner shall not be liable for any claim that the Construction Manager fails to submit as a Request for Change Order as provided in this Article.
- 42.02 After receipt of a Request for Change Order, the Owner, within a reasonable time, shall deliver to the Construction Manager its written determination of the claim.
- 42.03 The venue for all civil actions against the Owner shall be in Broward County, Florida.
- 42.04 For work the Construction Manager performs with its own forces, and in addition to the adjustments provided for in Article 25, the Construction Manager's exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or the Project Consultant, including claims based on breach of contract or negligence, shall be a claim submitted in compliance with 42.01 above, for an extension of the scheduled construction time. In the event of a change in such work, the Construction Manager's claim for adjustments in the contract sum are limited exclusively to its actual costs for such changes as set forth in Articles 25 and 27. The Construction Manager expressly agrees that the foregoing constitute its sole and exclusive remedies for delays and changes in such work, and eliminate any other remedies for claim for increase in the contract price, delays, changes in the work, damages, losses or additional compensation.
- 42.05 In the event it shall be determined by a Court of competent jurisdiction that the preceding provision are inapplicable or unenforceable for any reason or cause, then the Construction Manager shall be entitled to the sum of \$200 per day for each day it is actually delayed by the action of or neglect of the Owner or Project Consultant or by changes in the Work, or by any other cause of delay which is attributable to the Owner or Construction Manager and beyond the Construction Manager's control, avoidance or mitigation and without the fault or negligence of the Construction Manager and/or Subcontractor or supplier at any tier. This provision contemplates anticipated and actual loss caused by any delay and the difficulty in proving the loss. The sum set forth above, on a per diem basis, is the total amount recoverable from the Board as full and final compensation for all delay damages, consequential damages, loss of profits and/or the like. Article 42.05 compensation, if triggered as set forth in Article 42.05 of the General Conditions to the Construction Manager Agreement, are in addition to any monies due pursuant to Article 25.01(2) of the General Conditions.

**ARTICLE 43. ROYALTIES AND PATENTS.**

- 43.01 The Construction Manager shall pay all royalties and license fees.
- 43.02 The Construction Manager shall be responsible for all infringement of patent rights and shall assume the defense, including payment of attorney fees and costs, of any suit brought against Construction Manager and/or

General Conditions of the CM Agreement  
July 6, 2004



- 43.03 Construction Manager hereby indemnifies and shall defend and hold harmless Owner and its representatives, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by Owner and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent, and arising out of the use of the equipment or materials provided under this Construction Contract by Construction Manager, or out of the process of actions employed by, or on behalf of Construction Manager in connection with the performances of this Construction Contract. Construction Manager shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by Owner or its representatives; provided that Owner or its representatives shall have notified Construction Manager upon becoming aware of such claims or actions, and provided further, that Construction Manager's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by Owner or its representatives.
- 43.04 Construction Manager shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, materials or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of the Contract Documents.
- 43.05 The indemnification pursuant to Florida Statute 725.06 and other Florida laws, etc., shall have a separate consideration of \$1.00, receipt of which is hereby acknowledged and incorporated into the project sum. This is incorporated by reference into the Bid Documentation and Specifications if any.

#### ARTICLE 44. RIGHT TO AUDIT PROVISIONS

- 44.01 Construction Manager's records which shall include but not be limited to accounting records, payroll time sheets, cancelled payroll checks, W-2's, 1099's written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful bidders), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Construction Manager or any of his payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.
- 44.02 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this contract, for the duration of the Work, and until 5 years after the date of final payment by Owner to Consultant pursuant to this contract.
- 44.03 Owner's agent or its authorized representative shall have access to the Construction Manager's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this Article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.
- 44.04 Construction Manager shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this Article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Construction Manager pursuant to this contract.

General Conditions of the CM Agreement  
July 6, 2004

44.05

If an audit inspection or examination in accordance with this Article, discloses overcharges (fees) by the Construction Manager to the Owner in excess of 2% percent of the total contract billings, the actual cost of the Owner's audit shall be paid by the Construction Manager. If the audit discloses contract billing or charges to which Construction Manager is not contractually entitled Construction Manager shall pay over to Owner said sum within 20 days of receipt of a written demand unless otherwise agreed to by both parties in writing.

**EXHIBIT C**

#### ARTICLE 45. MISCELLANEOUS

- 45.01 Interest - Any monies not paid when due to either party under this contract shall not bear interest except as may be required by Section, 218.74(4) Florida Statutes (1998) as amended.
- 45.02 Harmony - Construction Manager is advised and hereby agrees that he will exert every reasonable and diligent effort to assure that all labor employed by Construction Manager and his Subcontractors for work on the project shall work in harmony with and be compatible with all other labor being used by Construction Manager now or hereafter on the site of the project. Construction Manager further agrees that this provision will be included in all subcontracts of the Subcontractors as well as the Construction Manager's own contract; provided, however, that this provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.
- 45.03 Apprentices - If the Construction Manager employs apprentices on the project, the behavior of the Construction Manager and the Owner shall be governed by the provisions of Chapter 446, Florida Statutes, and by applicable standards and policies governing apprentice programs and agreements established by the Division of Labor of the State of Florida Department of Labor and Employment Security. The Construction Manager will include a provision similar to the foregoing sentence in each subcontract.
- 45.04 Invoices - Invoices shall be submitted in detail sufficient for a proper preaudit and postaudit thereof. Invoices for any travel expenses shall be submitted in accordance with procedures specified in Section 112.061 of the Florida Statutes governing payments by the State for travel expenses.
- 45.05 Construction Manager's Project Records - The Construction Manager's Project Records shall be maintained as prescribed herein above in accordance with the State of Florida General Records Schedule for State Agencies A-I and shall be made available to the Owner or his authorized representative at mutually convenient times.
- 45.06 Public Entity Crime Information Statement - AA person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Construction Manager, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.@
- 45.07 Electronic Mail Capabilities - The Construction Manager must have electronic mail capabilities through the World Wide Web. It is the intention of the School Board of Broward County to use electronic communication for all projects whenever possible. The Construction Manager shall provide their electronic mail address and the name of a contact person responsible for their electronic communications.
- 45.08 Trench Safety Act - The Construction Manager must comply with the provisions of the Trench Safety Act (Florida Statutes Section 553.63, 1998).

General Conditions of the CM Agreement  
July 6, 2004

## **SECTION 01310 PROJECT MANAGEMENT AND COORDINATION**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Coordination.
- B. Project Administrative Records.
- C. Preconstruction meeting.
- D. Site mobilization meeting.
- E. Progress meetings.
- F. Preinstallation meetings.

#### **1.02 SUBMITTALS**

- A. Submit names of staff members, including the Contractor's Project Manager, Superintendent and Superintendent's assistants and other key personnel prior to the Preconstruction Conference. Provide staff names, position assignments, lists of duties and limits of authority, addresses, telephone and Fax numbers, and E-Mail addresses for internet mail services.

#### **1.03 COORDINATION**

- A. Coordinate scheduling, submittals, and Work of the various sections of the Project Manual to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Prepare coordination drawings where work by separate entities requires fabrication off-site of products and materials which must accurately interface. Coordination drawings shall indicate how work shown by separate shop drawings will interface and shall indicate sequence for installation. Comply with related requirements in Section 01330, Submittal Procedures.
- D. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

- E. In finished areas, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for Owner's partial occupancy.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

**1.04 PROJECT ADMINISTRATIVE RECORDS**

- A. The Contractor shall maintain administrative records at the project site, unless agreed to otherwise by the Owner, on a current basis. Files will typically include, but not be limited to:
  - 1. Construction Schedule
  - 2. Schedule of Values
  - 3. Contracts or Purchase Orders
  - 4. Project Submittals with Submittal/Approval Logs
  - 5. Equipment Purchase/Delivery Logs
  - 6. The Contract Documents (Drawings, Specifications, Project Manual, Addenda, Change Orders, Supplementary Instructions, etc.)
  - 7. Warranties and Guarantees
  - 8. Cost Accounting Records:
    - a. Labor Costs
    - b. Material Costs
  - 9. Change Order Related Documentation
    - a. OEF Form 425: Change Order
    - b. Document 01250a: Proposal Request
    - c. Document 01250b: Change Order Request (Proposal)
    - d. Document 01250b: Proposal Worksheet Detail
    - e. Document 01250d: Proposal Worksheet Summary
    - f. Document 01250e: Construction Change Directive
    - g. Document 01250f: Project Consultant's Supplemental Instructions
    - h. Supporting documentation for the forms listed above.
  - 10. Payment Request Records
  - 11. Meeting Minutes

12. Cost Estimates
13. Bulletin Quotations
14. Laboratory and Testing Agency Test Reports
15. Insurance Certificates and Bonds
16. Purchase Orders
17. Material Purchase/Delivery Logs
18. Technical Standards
19. Design Handbooks
20. Project Record Documents
21. Operating and Maintenance Manuals & Instructions
22. Daily Progress and Manpower Reports
23. Monthly Progress Reports
24. Correspondence Files
25. Transmittal Records
26. Inspection Reports
27. Bid/Award Information
28. Punch Lists
29. Safety Program and OSHA Documentation
30. Material Safety Data Sheets (MSDS)
31. Journeymen Supervision Logs
32. Subcontractor Lists and licensure documentation.
33. Broward County and Municipal permits, authorizations, inspection reports and other project specific documentation.
34. M/WBE utilization and compliance documentation.
35. Other Administrative Documentation as required by the Contract Documents.

### **1.05 MEETING ADMINISTRATION**

- A. The Contractor shall schedule and administer periodic progress meetings, preinstallation meetings and other meetings and conferences as specified within the Contract Documents. For these meetings the Contractor shall:
1. Prepare agenda.
  2. Prepare and distribute written notice of each meeting four (4) days in advance of the meeting date.
  3. Make physical arrangements and accommodation of the meetings.
  4. Preside at meetings.
  5. For those meetings not attended by the Project Consultant:
    - a) Record the minutes of the meeting including all significant proceedings and decisions.
    - b) Reproduce and distribute copies of minutes within three (3) days after each meeting ensuring that copies are distributed to:
      - 1) All participants in the Meeting.
      - 2) To all parties affected by decisions made at the meeting.
      - 3) The Project Consultant and the Owner.
  6. For those meetings attended by the Project Consultant: The Project Consultant will record the minutes of the meeting including all significant proceedings and decisions and distribute copies of the minutes to the parties described above.
- B. The Owner and Project Consultant may schedule and administer meetings and conferences as specified within the Contract Documents or as required by the progression of the Work.
- 1) The administration of these meetings will be by the Project Consultant unless otherwise specified or determined prior to the meeting.
  - 2) Organization, conduct and recording of such meetings shall be by the Project Consultant and similar to that required of the Contractor's meetings.
- C. Representatives of the Contractor, subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.

### **1.06 PRECONSTRUCTION MEETING**

- A. Owner will schedule and administer the meeting which will take place at the Facilities and Construction Management Department after issue of Document 00550, Notice to Proceed to the Contractor.

**B. Attendance Required:**

1. Owner.
2. Project Consultant and Subconsultants.
3. Contractor's Superintendent and other representatives.
4. Major Subcontractors and Subcontractors providing critical assemblies, components, systems or equipment.
5. Major Suppliers and suppliers supplying critical assemblies, components, systems or equipment.
6. Owner's Test & Balance consultants and/or Building Commissioning Authority.
7. Others as desired by the Owner, Contractor or Project Consultant.

**C. Agenda:**

1. Project Team Members:
  - a. Introduction of Project Team Members.
  - b. Designation of responsible personnel.
  - c. Lines of Communication
  - d. Relationship of school or facility-based personnel and other Departments within the School District to the Project Team.
2. Distribution and discussion of:
  - a. List of Major subcontractors and suppliers.
  - b. The Construction Schedule
3. Critical Work sequencing
4. Major equipment deliveries and priorities.
5. Procedures and processing of:
  - a. Field decisions and Supplementary Instructions.
  - b. Change Orders.
  - c. Submittals.
  - d. Applications for Payment
  - e. Daily Reports, Monthly Reports and Logs.
  - f. Workforce Composition Requirements
  - g. M/WBE Program Requirements
  - h. Equipment start-up and testing.

- i. Inspection and acceptance of equipment put into service during construction period.
  - j. Building Commissioning programs as applicable.
  - k. Partnering Process as applicable.
6. Additional sets of Contract Documents required.
  7. Project Record Documents.
  8. Use of Premises:
    - a. Office, work, storage and parking areas.
    - b. Owner's requirements.
  9. Construction facilities, controls and construction aids.
  10. Temporary Utilities.
  11. Safety and first aid procedures.
  12. Security procedures.
  13. Housekeeping procedures.
- D. Project Consultant will record minutes and distribute copies.

**1.07 SITE MOBILIZATION MEETING**

- A. Project Consultant will schedule a meeting at the Project site prior to Contractor occupancy.
- B. Attendance Required:
  1. Owner.
  2. Project Consultant and Subconsultants.
  3. Contractor's Superintendent and other representatives.
  4. Major Subcontractors and Subcontractors providing critical assemblies, components, systems or equipment.
  5. Major Suppliers and suppliers supplying critical assemblies, components, systems or equipment.
  6. Owner's Test & Balance consultants and/or Building Commissioning Authority.
  7. Others as desired by the Owner, Contractor or Project Consultant.



C. Agenda:

1. Procedures and requirements for:
  - a. Use of premises by Owner and Contractor.
  - b. Owner's requirements and occupancy including limitations on work periods, contractor access to Owner occupied spaces and other restrictions.
  - c. Construction facilities and controls including location of temporary buildings, signage, fencing, barriers and barricades.
  - d. Temporary utilities.
  - e. Access to the site including traffic control, access roads, parking restrictions, environmental controls and security.
  - f. Identification of benchmarks and datum, including survey and layout of the Work.
  - g. Work in right-of-way areas and those areas outside the Owner's property line.
  - h. Separation of work areas, barriers and dust control.
  - i. Relationship of neighboring properties including noise and dust abatement/control, pest control and other environmental measures.
  - j. Security and housekeeping procedures.
  - k. Protection of existing property and facilities.
  - l. Schedules.
  - m. Procedures for testing.
  - n. Procedures for maintaining record documents.
- 2) Other administrative requirements: Continuation or follow-up of Preconstruction Meeting topics.

D. Project Consultant will record minutes and distribute copies.

**1.08 PROGRESS MEETINGS**

- A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Contractor's Superintendent, major Subcontractors and suppliers, Owner, Project Consultant and others as appropriate to agenda topics for each meeting.
- D. Location: Contractor's Site Office.
- E. Suggested Agenda:
  1. Review minutes of previous meetings.
  2. Review of Work progress.

3. Field observations, problems, and decisions.
  4. Identification of problems which impede planned progress.
  5. Review of construction schedule, schedule of values and applications for payment.
  6. Review proposed changes:
    - a. Effect on construction schedule and on completion date.
    - b. Effect on other Contracts or activities related to Project.
  7. Review of submittals schedule and status of submittals.
  8. Review of off-site fabrication and delivery schedules.
  9. Maintenance of progress schedule.
  10. Corrective measures to regain projected schedules.
  11. Planned progress during succeeding work period.
  12. Coordination of projected progress.
  13. Maintenance of quality and work standards.
  12. Other business relating to Work.
- F. Project Consultant will record minutes and distribute copies.

#### **1.09 PREINSTALLATION MEETING**

- A. When required in individual specification sections, convene a preinstallation meeting at work site prior to commencing work of the section.
- B. Attendance:
  1. Parties directly affecting, or affected by, work of the specific section.
  2. Project Consultant
  3. Notify and request Owner representation.
- C. Notify Project Consultant and Owner four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
  1. Review conditions of installation, preparation and installation procedures.
  2. Review coordination with related work.

F. Agenda:

1. Review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for:
  - a. Contract Documents.
  - b. Options.
  - c. Related Change Orders.
  - d. Purchases
  - e. Deliveries.
  - f. Shop Drawings, Product Data and quality control Samples.
  - g. Possible conflicts.
  - h. Compatibility problems.
  - i. Time schedules.
  - j. Weather limitations.
  - k. Manufacturer's recommendations.
  - l. Compatibility of materials.
  - m. Acceptability of substrates.
  - n. Temporary facilities.
  - o. Space and access limitations.
  - p. Governing regulations.
  - q. Safety.
  - r. Inspection and testing requirements.
  - s. Required performance results.
  - t. Recording requirements.
  - u. Protection.

G. Project Consultant will record minutes and distribute copies.

**1.10 REQUESTS FOR INTERPRETATION (RFI)**

- A. The Contractor may submit **Document 01310a, Contractor's Request for Interpretation**, when the Contractor has questions or requires clarifications concerning aspects of the Work not reasonably inferable from the Contract Documents.
  1. Maintain a log of submitted RFI (s)
  2. Limit submittal of RFI (s) to questions or clarifications that are not reasonably inferable from the Contract Documents.
- B. Upon receipt, the Project Consultant:
  1. Endeavor to respond to submitted RFI (s) within a reasonable time frame and will attempt to limit the response time to 14 days or less.

2. Will return RFI (s) that are obvious or otherwise easily inferable from the Contract Documents to the Contractor without a detailed response.
3. Will notify the Owner and Contractor of those RFI(s) which require either an extended response time or the initiation of the contract modification process specified elsewhere in the Contract Documents.
4. Will issue Document 01250F, Project Consultant's Supplementary Instructions as necessary and appropriate to implement changes resulting from RFI (s) that do not affect Contract Sum or Contract Time.
5. Will, after coordination and approval by the Owner, issue Document 01250A, Proposal Request, when necessary and appropriate to implement changes resulting from RFI(s) that affect the Contract Sum or Contract Time.

**PART 2 PRODUCTS**

## Not Used ##

**PART 3 EXECUTION**

## Not Used ##

**END OF SECTION**

## **SECTION 01320 CONSTRUCTION PROGRESS DOCUMENTATION**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Construction Schedule
- B. Contract Progress Reporting
- C. Construction Photographs
- D. Construction Aerial Photographs

#### **1.02 RELATED SECTIONS**

- A. Document 00200: Instructions to Bidders: Post-Award Submittals
- B. Section 01110: Summary of Work: Work sequence, Owner Occupancy.
- C. Section 01290: Payment Procedures: Application for payment and schedule of values.
- D. Section 01310: Project Management and Coordination: Progress Meetings
- E. Section 01330: Submittal Procedures: Shop drawings, product data, samples and other submittals.

#### **1.03 INITIAL CONSTRUCTION SCHEDULE**

##### **A. Format**

1. Prepare initial schedule as a horizontal bar chart with separate bar for each major portion of Work or operation, identifying first work day of each week and subsequent major milestones as specified below.
2. Sequence of Listings: The chronological order of the start of each item of Work.
3. Scale and Spacing: To provide space for notations and revisions.
4. Sheet Size: Multiples of 8-1/2 x 11 inches

##### **B. Content**

1. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.

2. Dates of Substantial Completion for the Work or its defined stages: Conform to the dates established in the Contract Documents.
3. Identify each item by the appropriate assembly designation as established by the Contract Documents and as outlined in the “CSI/CSC Unifomat Uniform classification of Construction Systems and Assemblies” 1992 or later edition as published by the Construction Specifications Institute.
4. Identify work of separate stages, phases, buildings, floor levels and other logically grouped activities and major project milestones based on the following list and others derived by the Contractor from the Contract Documents. The following list provides a summary inventory of items which must be further developed with sub-schedules and milestones by the Contractor to illustrate the actual sequence of construction of the Work.

**(NOTE: The following schedule will be modified by the Project Consultant and Owner on a project specific basis.)**

<b>ELEMENT</b>	<b>DESCRIPTION</b>
<b>Z PROCEDURAL GENERAL REQUIREMENTS</b>	
Z1010	Administrative General Requirements
Z1010.a	Alternates/Alternatives
Z1010.b	Coordination
Z1010.c	Project Meetings
Z1010.c01	Preconstruction Conference
Z1010.c02	Progress Meetings
Z1010.c03	Pre-Installation Conferences
Z1020	Procedural General Requirements
Z1020.a	Measurement and Payment
Z1020.a01	Applications for Payment
Z1020.b	Modification Procedures
Z1020.c	Field Engineering
Z1020.d	Identification Systems
Z1020.e	Special Project Procedures
Z1020.f	Submittals
Z1020.f01	Progress Schedules
Z1020.f02	Survey and Layout Data
Z1020.f03	Shop Drawings, Product Data, Samples and other Product Submittals
Z1020.f04	Construction Photographs
Z1020.g	Quality Control
Z1020.g01	Testing Laboratory Services
Z1020.g02	Inspections
Z1020.g03	Field Samples
Z1020.g04	Mock-Ups
Z1020.h	Material and Equipment
Z1020.i	Facility Startup/Commissioning
Z1020.j	Contract Closeout
Z1020.j01	Final Cleaning

- Z1020.j02 Substantial Completion Inspection Process (By Phase/Building as applicable)
- Z1020.j03 Final Completion Inspection Process (By Phase/Building as applicable)
- Z1020.j04 Project Record Documents
- Z1020.j05 Warranty Inspections
  - Z1030 Temporary Facilities and Temporary Controls
    - Z1030.a Temporary Facilities
      - Z1030.a01 Mobilization
      - Z1030.a02 Temporary Utilities
      - Z1030.a03 Temporary Construction
      - Z1030.a04 Construction Aids
      - Z1030.a05 Temporary Barriers and Enclosures
      - Z1030.a06 Temporary Access Roads and Parking
      - Z1030.a07 Project Identification and Signs
      - Z1030.a08 Field Offices and Sheds
    - Z1030.b Temporary Controls
      - Z1030.b01 Temporary Security
      - Z1030.b02 Temporary Environmental Controls
      - Z1030.b03 Temporary Traffic Regulation

**E EQUIPMENT**

- E1040 Other Equipment

**F OTHER BUILDING CONSTRUCTION**

- F2010 Building Elements Demolition
- F2020 Hazardous Components Abatement

**G BUILDING SITEWORK**

- G1010 Subsurface Investigation
- G1020 Site Clearing
- G1030 Site Demolition and Relocations
- G1040 Site Earthwork
- G2010 Hazardous Waste Remediation
- G2020 Parking Lots
- G2030 Pedestrian Paving
- G2040 Site Development
- G2050 Landscaping
- G3010 Site Water Supply and Distribution System
- G3020 Site Sanitary Sewer Systems
- G3030 Site Storm Sewer Systems
- G3040 Site Fuel Distribution Systems
- G3050 Site Special Plumbing Systems
- G4020 Site Hydronic Distribution Systems
- G5010 Site Electrical Distribution
- G5020 Site Lighting Systems
- G5030 Site Communications and Security Systems
- G4050 Other Site Electrical Utilities
- G6020 Other Site Systems and Equipment

**INDIVIDUAL BUILDINGS**

**A SUBSTRUCTURE**

- A1010 Standard Foundations

A1020	Special Foundations
A1030	Slabs on Grade
<b>B SHELL</b>	
B1010	Floor Construction
B1020	Roof Construction
B2010	Exterior Walls
B2020	Exterior Windows
B2030	Exterior Doors
B3010	Roof Coverings
B3020	Roof Openings
<b>SERVICES</b>	
D1010	Vertical Transportation Services
D2010	Plumbing Fixtures
D2020	Domestic Water Distribution
D2030	Sanitary Waste Systems
D2040	Rain Water Distribution Systems
D2050	Special Plumbing Systems
D3010	Fuel Supply Systems
D3020	Heat Generation Systems
D3030	Heat Rejection Systems
D3040	Heat Distribution Systems
D3050	Heat Transfer
D3060	HVAC Controls
D3080	HVAC Systems Testing, Adjusting and Balancing
D4010	Fire Protection Sprinkler Systems
D4020	Standpipe and Hose Systems
D4030	Fire Protection Specialties
D5010	Electrical Service and Distribution
D5020	Lighting and Branch Wiring
D5030	Communication and Security Systems
D5040	Special Electrical Systems
D5050	Electrical Controls and Instrumentation
D5060	Electrical Testing
<b>E EQUIPMENT &amp; FURNITURE</b>	
E1010	Commercial Equipment
E1020	Institutional Equipment
E1030	Vehicular Equipment
E1040	Other Equipment
E2010	Fixed Furnishings
E2020	Movable Furnishings
<b>F OTHER BUILDING CONSTRUCTION</b>	
F1040	Special Facilities
F1050	Special Controls and Instrumentation
F2010	Building Elements Demolition
F2020	Hazardous Components Abatement

5. Provide sub-schedules for each stage of Work identified in Section 01110 or elsewhere in the Contract Documents.

6. Provide sub-schedules to define critical portions of the entire schedule.



7. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
8. Provide separate schedule of submittal dates for shop drawings, product data, and samples, including Owner furnished products, and dates reviewed submittals will be required from Project Consultant. As applicable, indicate decision dates for selection of finishes. Refer to related requirements in Section 01330, Submittal Procedures.
9. Indicate projected delivery dates for Owner furnished products.
10. Coordinate content with schedule of values specified in Section 01290 and as presented by the Contractor on Document 00435, Schedule of Values.

**C. Schedule Submittals**

1. Submit initial schedules as Post Award Information as required in Document 00200, Instructions to Bidders. After review, resubmit required revised data within ten days.
2. Submit revised Progress Schedules as specified below with each Application for Payment.
3. Submit the number of opaque reproductions which Contractor requires, plus three copies which will be retained by the Project Consultant and Owner.

**D. Distribution of Schedule:**

1. Distribute copies of reviewed schedules to Project site file, Subcontractors, suppliers, and other concerned parties.
2. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

**1.04 CONSTRUCTION SCHEDULES**

**A. Quality Assurance:**

1. Scheduler: Provide a scheduling specialist (from either the Contractor's own staff or as a consultant to the Contractor) specializing in CPM with experience in scheduling construction work of a complexity comparable to this Project, and having use of computer facilities capable of delivering a detailed printout within 72 hours of request.

**B. Format**

1. Listings: Reading from left to right, in ascending order for each activity. Identify each activity with the applicable identification number.

2. Diagram Sheet Size: 30 inches high x width required.
3. Scale and Spacing: To allow for notations and revisions.

C. Schedules

1. Prepare network analysis diagrams and supporting mathematical analyses based upon information provided by Contractor using "Primavera Project Planner" by Primavera Systems, Inc..
2. Illustrate order and interdependence of activities and sequence of work; how start of a given activity depends on completion of preceding activities, and how completion of the activity may restrain start of subsequent activities.
3. Illustrate complete sequence of construction by activity, identifying work within each major building area, wing, site area, project phase or other uniform breakdown of the Work.
  - a. Provide dates for submittals and return of submittals; dates for procurement and delivery of critical products; and dates for installation and provisions for testing.
  - b. Provide legend for symbols and abbreviations used.
  - c. Provide between 500 and 2500 detail tasks in precedence format.
  - d. Allow no single activity to exceed, in days, ten percent of the total project duration.
4. Mathematical Analysis: Tabulate each activity of detailed network diagrams, using calendar dates, and identifying for each activity:
  - a. Activity identification number.
  - b. Preceding and following event numbers.
  - c. Activity description.
  - d. Estimated duration of activity.
  - e. Earliest start date.
  - f. Earliest finish date.
  - g. Actual start date.
  - h. Actual finish date.
  - i. Latest start date.
  - j. Latest finish date.
  - l. Total and free float;-float time shall accrue to Owner and to Owner's benefit.
  - m. Percentage of activity completed.
  - n. Responsibility.
5. Analysis Program: Capable of accepting revised completion dates and re-computation of all dates and float.

6. Required Sorts: List activities in sorts or groups:
  - a. By work item or event number from lowest to highest.
  - b. By amount of float, then in order of early start.
  - c. By responsibility in order of earliest possible start date.
  - d. In order of latest allowable start dates.
  - e. In order of latest allowable finish dates.
  - f. Listing of basic input data which generates the report.
  - g. Listing of activities on the critical path.
  - h. Coordinate contents with Schedule of Values in Section 01290.

D. Submittals:

1. Submit first Construction Schedule for review after the approval of the Initial Schedule specified above and not later than five (5) days prior to the Contractor's first application for payment.
  - a. Schedule: Comprised of a complete network analysis consisting of network diagrams and mathematical analysis.
  - b. Include written certification that mechanical, electrical and other major Subcontractors have reviewed and accepted proposed schedule.
2. Submit updated network schedule with each Application for Payment accurately depicting progress to date of application; and whenever major schedule elements fall two (2) weeks behind original schedule. Monthly schedule submittals shall include:
  - a. Monthly Bar Chart Update:
    1. A bar chart comparing current progress to the most recently approved target schedule.
    2. Sort the chart by area, Early Start Date, and show the activity identification description, Remaining Duration Total Float, and percentage complete.
    3. Submit on 8-1/2 inch by 11 inch paper.
  - b. Task Summary Report:
    1. A summary bar chart showing current and target schedule. A tabular portion of the bar chart shall show the early start dates, early finish dates, remaining duration and percentage complete.

c. Tabular Reports:

1. Schedule Report: List the current status of all activities, sorted by activity number from lowest to highest by area, phase or other breakdown.
2. Total Float Report: List all uncompleted activities sorted by total float, then by early start date.

d. Updated S-Curves: Update S-Curves in graphic and tabular format showing costs of all items which total to the total dollar sum of the Work and estimated cash draw downs by month and cumulatively over the life of the Project. See related requirements for graphs as required by Document 00700, General Conditions, Article 9 and Section 01290, Payment Procedures. Include one S-curve representing the approved baseline schedule and, along side it, the curve representing the actual value of the Work completed to date, plus the Contractor's projected expenditure curve for the remainder of the Project.

3. Submit complete schedule and updates on 3-1/2 inch computer diskettes accompanied by three (3) opaque reproductions.
  - a. Comply with electronic media requirements specified for Section 01780, Closeout Submittals.
  - b. Ensure submittal of complete information and media.

4. Submit under provisions specified in Section 01330, Submittal Procedures.

E. Review And Evaluation:

1. Project Consultant and Owner will review network diagrams and analysis and provide comments thereon.
2. Participate in joint review and evaluation of network diagrams and analysis with Project Consultant at each submittal if requested by Project Consultant.
3. Evaluate project status to determine work behind schedule and work ahead of schedule.
4. After review, revise as necessary as result of review, and resubmit within five (5) days.

F. Updating Schedules:

1. Maintain schedules to record actual start and finish dates of completed activities.
2. Indicate progress of each activity to date of revision, with projected completion date of each activity. Update diagrams to graphically depict current status of Work

3. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
4. Indicate changes required to maintain Dates of Substantial and Final Completion
5. Submit sorts required to support recommended changes.
6. Provide narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect.

G. Distribution of Schedule:

1. Distribute copies of reviewed schedules to project site file, Subcontractors, suppliers, and other concerned parties.
2. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.
3. Provide narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect including the effect of changes on schedules of separate contractors or the Owner's forces.

**1.05 CONSTRUCTION PROGRESS REPORTING**

A. Contractor's Daily Log

1. Maintain a daily log of project activity including, but not limited to:
  - a. Hours on the project site.
  - b. Weather conditions (including a summary of changing conditions through the day).
  - c. Daily construction activity.
  - d. Number of workers in each trade on site (and the duration of their stay).
  - e. Number of journeymen and certified journeymen on site for each trade.
  - f. General observations.
  - g. Written and verbal directives to the Contractor.
  - h. Visits of governmental officials.
  - i. Visits by the Project Consultant or his Subconsultants.
  - j. Visits by the Owner.
  - k. Inspections by UBCI (or other jurisdictional authority for work in right-of-ways or outside the Owner's property line.
2. Make log immediately available on site to the Project Consultant, Owner, UBCI Inspectors and other jurisdictional authorities.

B. Contractor's Weekly Progress Report

1. Summarize Daily Log on Document 01320a: Weekly Progress Report. Include reports from subcontractors.

2. Weekly Report Submittals:

- a. Deliver five (5) copies of Document 01320a: Weekly Progress Report to the Project Consultant at the end of each week.
- b. Attach a copy of the Contractor's daily log to each copy of Document 01320a: Weekly Progress Report submitted.

3. Submit under provisions of Section 01330.

4. Submit copies of Document 01320a, Weekly Progress Reports for the respective payment period with copies of Contractor's Daily Log not yet submitted under provisions of Section 01290, Payment Procedures.

C. Special Reports:

1. Reporting Unusual Events: When an event of an unusual and significant nature occurs at the site, prepare and submit a special report.

- a. List chain of events, persons participating, response by the Contractor's personnel, an evaluation of the results or effects and similar pertinent information.

- b. Advise the Owner and Project Consultant in advance when such events are known or predictable.

2. Submit special reports to the Project Consultant and the Owner within one day of an occurrence. Submit copies of the report to other entities that are affected by the occurrence.

3. Reporting Accidents: Prepare and submit reports of significant accidents on the project site or anywhere else the Work is in progress.

- a. Record and document data and actions. For this purpose, a significant accident is defined to include events where personal injury is sustained, or property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.

**1.06 CONSULTANT'S OBSERVATIONS**

A. The Consultant will make weekly visits to the Work and make observations of the progress of the Work as required elsewhere in the Contract Documents:

B. The Consultant (and Subconsultants through the Consultant) will:

1. Prepare and distribute Document 01320b, Periodic Observation Report to the Contractor, Owner and other concerned parties after each visit to the Site.

2. Prepare and distribute Document 01320c, Non-Conforming Work Notice, to the Contractor, Owner and other concerned parties when deficient or otherwise non-conforming Work is discovered during visits to the Work.
3. Take appropriate follow-up actions as required by the Contract Documents to facilitate the continuing progress of the Work and its conformance to the requirements of the Contract Documents.

#### **1.07 CONSTRUCTION PHOTOGRAPHS**

- A. Provide photographs of site and construction throughout progress of Work.
- B. Employ professional commercial photographer acceptable to the Project Consultant, to take construction record photographs periodically during the course of work. Photographer shall be a firm or individual of established reputation who has been regularly engaged as a professional photographer for not less than two years. Provide two references for which the photographer has performed work of similar nature during the preceding twelve (12) months.
- C. Release of Photographs: Photographs shall not be released to parties other than the Owner and Project Consultant without the Owner's permission.
- D. Take photographs 3 days prior to each application for a payment, and as follows:
  1. Existing site and facility (both interior and exterior) conditions prior to the start of the Contractor's activities.
  2. Site clearing.
  3. Excavations.
  4. Foundations.
  5. Structural framing.
  6. Enclosure of building.
  7. Final completion.
  8. As necessary to supplement Contractor's Daily or Monthly Reports.
  9. As necessary to document Change Proposals and/or facilitate other communications regarding the Work.

E. Quantities Required:

1. Photograph the Work from different views to show degree of completion of progress as well as unusual or special construction procedures. Submit minimum of thirty-six (36) photographs showing different views, 3 copies of each view, for each application for payment.

F. Prints:

1. Full color.
2. Paper Surface (Color): Smooth, glossy.
3. Contrast (Color): High.
4. Size: 8 x 10 inch (200 x 250 mm); mounted for binder and tabs.
5. Identify each print on reverse side. Identify:
  - a. Project Name.
  - b. Project number
  - c. Applicable phase
  - d. Orientation of view
  - e. Date and time of view
  - f. Name and address of photographer
  - g. Photographer's numbered identification of exposure.

G. Negatives:

1. The photographer shall retain the original negatives for a minimum of ten (10) years after date of substantial completion. After the ten (10) year period, if the photographer (or his heirs, successors or assigns) has any intention of disposing of the negatives, he shall first notify the Owner or the Project Consultant. The Owner may elect to assume responsibility for storage and accessibility of the negatives. If the Owner does not want to assume this responsibility he may designate an alternate such as the Project Consultant to accomplish the task of insuring protection, storage and availability of the negatives. In this situation, the photographer will present the negatives along with proper storage containers and table of contents to the appropriate authority.

H. Technique

1. Provide factual presentation.
2. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.



I. Photography Submittals.

1. Deliver prints with each Application for Payment with transmittal letter specified under Section 01330.
2. Deliver prints not required for an Application for Payment three (3) days after exposure with transmittal letter specified under Section 01330.

**1.08 CONSTRUCTION AERIAL PHOTOGRAPHS**

- A. Provide aerial photographs of the site taken on or about the cutoff date for each scheduled Application For Payment or as otherwise required by the Owner.
- B. Employ professional commercial aerial photographer acceptable to the Project Consultant, to take construction record photographs periodically during the course of work. Photographer shall be a firm or individual of established reputation who has been regularly engaged as a professional aerial photographer for not less than two years. Provide two references for which the aerial photographer has performed work of similar nature during the preceding twelve (12) months.
- C. Release of Photographs: Photographs shall not be released to parties other than the Owner and Project Consultant without the Owner's permission.
- D. Provide aerial photograph with each monthly application for payment and as follows:
  1. Existing site prior to the start of Contractor operations.
  2. Site clearing
  3. Excavations
  4. Foundations
  5. Utilities
  6. Structural framing
  7. Enclosure of building
  8. Landscaping
  9. Substantial and Final Completion of a major phase or component of work.

E. Negatives:

1. The aerial photographer shall retain the original negatives for a minimum of five (5) years after date of substantial completion. After the five (5) year period, if the aerial photographer (or his heirs, successors or assigns) has any intention of disposing of the negatives, he shall first notify the Owner or the Project Consultant. The Owner may elect to assume responsibility for storage and accessibility of the negatives. If the Owner does not want to assume this responsibility he may designate an alternate such as the Project Consultant to accomplish the task of insuring protection, storage and availability of the negatives. In this situation, the photographer will present the negatives along with proper storage containers and table of contents to the appropriate authority.
2. Color Negative film is to be exposed by the photographer to produce resolution and grain structure as follows:
  - a. Resolution: 1.6:1 - 50 lines per mm  
1000:1- 100 lines per mm
  - b. Grain: Diffuse RMS Granularity Value Of 5
  - c. Color negative film shall be medium format (120 Film Size) or large format (4 x 5 inch). Do not use small formats, such as 35mm film. A list of equipment capable of producing this image will be submitted upon request. Project Consultant may request a viewing of original negatives to insure format size.

F. Costs of aerial photographer:

1. Pay costs for specified photography and prints.
2. Parties requiring additional photography or prints authorized by the Owner will pay photographer directly.
3. Additional Photo Missions/Views/Prints: From time to time the Owner or Project Consultant may issue requests for additional photo missions/views/prints, in addition to periodic photo missions/views/prints specified. Additional requirements will be paid to the Photographer directly by the Owner or Project Consultant.
  - a. The Project Consultant will give the photographer 3 working days notice where feasible.
  - b. In emergency situations, the photographer shall take additional photographs within 24 hours of the Project Consultant's request.

4. Additional Prints, when requested by the Project Consultant and approved by the Owner, shall be provided at prevailing local commercial prices to designated parties. The designated parties, in each case, shall pay the photographer directly for such prints.

G. Prints

1. Provide five (5) full color prints of each view.
2. Paper: Single Weight, Commercial Grade. Finish shall be: Glossy.
3. Size: 8" x 10" mounted in 8 1/2" x 11" , top loading, heavy duty mylar sheet protectors.
4. Identify each print on reverse listing:
  - a. Name of Project
  - b. Project Number.
  - c. Orientation of view
  - d. Date and Time of Exposure
  - e. Name and Phone Number of Photographer
  - f. Photographer's numbered identification of exposure.
  - g. Contractor's Name

H. Technique:

1. Provide factual presentation
  2. Photographs shall be taken during good weather conditions with adequate lighting. Photographs with cloud shadows on the primary target shall not be acceptable.
  3. Provide correct exposure of film using shutter speed appropriate to the task of stopping action and lens aperture setting to eliminate soft focus at the edges of negatives. Maximum depth of field and critical focus is required to produce images with high resolution and contrast to show maximum detail with minimum grain. A lens corresponding to the film format which will control optical distortion shall be used.
4. Aerial Views and Quantities Required:
- a. Photograph the work from a minimum of three (3) different directions (views) as approved by the Project Consultant with vantage points to best show the entire site and detailed close-ups, status of construction and progress since taking the previous photographs. Unless requested otherwise, take all monthly photographs from the same direction and altitude.

- b. The altitude and angle of view selected by the aerial photographer will be such that the image captured will include and emphasize the entire site while eliminating, as much as possible, excessive amounts of foreground, background and especially horizon and sky.

I. Photography Submittals:

1. Deliver five (5) prints of each view with each Application for Payment with transmittal letter specified under Section 01330.
2. Deliver prints not required for an Application for Payment three (3) days after exposure with transmittal letter specified under Section 01330.

**PART 2 PRODUCTS**

## Not Used ##

**PART 3 EXECUTION**

## Not Used ##

**END OF SECTION**



**Document 01320a: Weekly Progress Report**

To:

(Project Consultant)

Report No.: _____	Date: _____
-------------------	-------------

Project No:  
 Project Title:  
 Facility Name:

(One Weekly Report per form)

Contract Completion Date/Time: _____	Approved Time Extensions: _____
Date Construction Started: _____	Contract Completion _____
Revised Completion Date: _____	Date/Time: _____
Percent of Time Used: _____	Percent of Project Completion: _____
Is Project on Schedule: <input type="checkbox"/> Yes <input type="checkbox"/> No	Days Elapsed: _____
	If Not, Why: _____

**Summary of Construction Activities Since Last Report:**

Attachments

Attach Additional Sheets as Necessary

**Contractor:**

**By:** (Signature)

Attached is supporting information from:  Subcontractor  Supplier  \_\_\_\_\_  
 Copies to:  Contractor  Project Consultant  Owner



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

1700 SW 14th Court  
 Fort Lauderdale, FL 33312

(954) 765-6390

**EXHIBIT E**

**Document 01310a: Contractor's Request for Interpretation**

To:  
 (Project  
 Consultant)

Attn:

Project No:  
 Project Title:  
 Facility Name:

RFI No.: _____	Date: _____
----------------	-------------

(One RFI item per form)

**Subject:** \_\_\_\_\_

**Category:**

- Information not shown on Contract Documents
- Interpretation of Contract Documents
- Conflict in Contract Document Requirements
- Coordination

**Reference:**

- Drawing Reference
- Spec/Project Manual Reference
- Other:

Spec No.	Section Title	Paragraph Reference	Drawing Sheet No.	Detail Reference

**Request:**

**Contractor:**  
 Retain copy for Project Files

**By:** (Signature)

**Contractor:**

Replies to RFI's will be made by the Project Consultant on Document 01250f, Project Consultant's Supplemental Instructions, for those requests that are not directly or obviously inferable from the Contract Documents.



**Document 01320b: Periodic Observation Report**

To:

(Owner's Inspector of Record.)

Project No:  
Project Title:

Facility Name:

Report No.: \_\_\_\_\_ Date: \_\_\_\_\_

Time: \_\_\_\_\_  AM  PM

Superintendent Present:  Yes  No

Record Doc's Updated:  Yes  No

Proper Job Trailer Postings:  Yes  No

**Weather**

Clear  
 Overcast  
 Rain  
 Windy

Hot  
 Warm  
 Cold  
 Other:

**Site Conditions**

Clear  Dusty  
 Muddy  Other:  
Temperature Range: \_\_\_\_\_  
Wind From: \_\_\_\_\_

**Day**

Mon  Fri  
 Tues  Sat  
 Wed  Sun  
 Thur

**Persons**

Contacted:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Items Discussed:**

**Work Observed:**

Attachments: Provide attachment for more detailed descriptions and supporting documentation.

**Materials/Equipment Delivered:**

Item: \_\_\_\_\_ Date: \_\_\_\_\_ Condition: \_\_\_\_\_ Properly Stored:  Yes  No Utilization:  Used  Idle  
 Yes  No  Used  Idle

Provide attachment to list additional items, note exceptions and detail improper storage.

**Workforce:**

Total Workers Present: \_\_\_\_\_ Trades: \_\_\_\_\_

Foremen: \_\_\_\_\_ Journeymen: \_\_\_\_\_ Apprentices: \_\_\_\_\_ Helpers: \_\_\_\_\_

Other Contractors on Site: \_\_\_\_\_

**Non-Conforming Work Notices Issued:**

Provide copies of Nonconforming Work Notices.

**Remarks/Concerns:**

**Distribution:**

Contractor  
Project Files

By: (Signature)

Title:



**Document 01320c: Non-Conforming Work Notice**

To:

(Contractor)

Notice No.: \_\_\_\_\_ Date: \_\_\_\_\_

Project No:  
 Project Title:  
 Facility Name:

(One Notice per form)

Contract Document Reference: \_\_\_\_\_ Para: \_\_\_\_\_ Drawing Ref: \_\_\_\_\_ Detail: \_\_\_\_\_

**Nature of Non-Conformance:**

**By:** (Signature) \_\_\_\_\_ **Date:** \_\_\_\_\_ **Date Response Needed:** \_\_\_\_\_  
 Attachments:  
 Distribution:  Contractor  Owner  Subconsultant:

**Proposed Correction (Response):**

**Contractor:**  
**By:** (Signature) \_\_\_\_\_ **Date:** \_\_\_\_\_ **Date Response Needed:** \_\_\_\_\_  
 Attachments:  
 Distribution:  Project Consultant  Owner  Subcontractor



## **SECTION 01520 CONSTRUCTION FACILITIES**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Field Offices and Sheds
- B. First Aid
- C. Sanitary Facilities

#### **1.02 RELATED DOCUMENTS**

- A. Section 01510: Temporary Utilities

#### **1.03 QUALITY ASSURANCE**

- A. Regulations: Comply with industry standards and applicable laws and regulations if authorities having jurisdiction, including but not limited to:
  - 1. State Requirements for Educational Facilities, 1994 (SREF) requirements.
  - 2. Health and safety regulations.
  - 3. Police, Fire Department and Rescue Squad requirements.
  - 4. Environmental protection regulations.
- B. Refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services", prepared jointly by AGC and ASC, for industry recommendations.
- C. Inspections: Arrange for inspection and testing of temporary facilities by UBCI and other authorities having jurisdiction under provisions of Section 014450, Quality Control.

#### **1.04 CONDITIONS OF USE**

- A. Keep temporary services and facilities clean and neat in appearance.
- B. Operate in a safe and efficient manner.
- C. Take necessary fire prevention measures.
- D. Do not overload facilities, or permit them to interfere with progress.

- E. Do not allow hazardous dangerous or unsanitary conditions, or public nuisances to develop or persist on the site.

### **1.05 USE OF FACILITIES**

- A. Permanent and/or existing facilities: Do not use for field offices or for storage.

## **PART 2 PRODUCTS**

### **2.01 TEMPORARY BUILDINGS**

#### **A. Construction:**

1. Portable or mobile buildings, or buildings constructed with floors raised above ground, securely fixed to foundations, with steps and landings at entrance doors.
2. Construction: Structurally sound, secure, weathertight enclosures for office and storage spaces. Maintain during progress of Work; remove at completion of Work.
3. Temperature Transmission Resistance of Floors, Walls, and Ceilings: Compatible with occupancy and storage requirements.
4. Exterior Materials: Weather resistant, finished in one color acceptable to Owner.
5. Interior Materials in Offices: Sheet type materials for walls and ceilings, pre finished or painted; resilient floors and bases.
6. Lighting for Offices: 50 ft-C (538 lx) at desk-top height, exterior lighting at entrance doors.
7. Fire Extinguishers: Appropriate type fire extinguisher at each office and each storage area as specified below.
8. Interior Materials in Storage Sheds: As required to provide specified conditions for storage of products.
9. Provide incombustible construction for offices, shops and sheds located within the construction area, or within 30 feet of building lines. Comply with requirements of NFPA 241.
10. Security Enclosure and Lockup: Provide locking entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security.

#### **B. Environmental Control:**

1. Heating, Cooling, and Ventilating for Offices: Automatic equipment to maintain 68 degrees F (20 degrees C) heating and 76 degrees F (23 degrees C) cooling.

2. Storage Spaces: Provide heating, cooling and ventilation as needed to maintain products in accordance with Contract Documents; adequate lighting for maintenance and inspection of products.

C. Contractor Office And Facilities

1. Size: For Contractor's needs and to provide space for project meetings.
2. Telephone: As specified in Section 01510, Temporary Utilities.
3. Furnishings in Meeting Area: Conference table and chairs to seat at least eight persons; racks and files for Contract Documents, submittals, and Project Record Documents.
4. Other Furnishings: Contractor's option.
5. Equipment:
  1. 15 adjustable band protective helmets for visitors.
  2. One 10 inch outdoor weather thermometer
  3. Other office related equipment at Contractor's option.

D. Owner And Project Consultant Offices

1. Separate office spaces for sole use of Owner and Project Consultant, with separate entrance doors with new lock and two keys per door.
2. Area: Minimum office space 150 sq ft, minimum dimension of 8 ft.
3. Windows: Minimum three; minimum total area of 10 percent of floor area, with operable sash and insect screens. Locate to provide views of construction area.
4. Electrical Distribution Panel: Two circuits minimum, 110 volt, 60 hz service.
5. Minimum four 110 volt duplex convenience outlets, one on each wall.
6. Telephone: As specified in Section 01510, Temporary Utilities. 2 lines required for phones and FAX/Modem.
7. Sanitary Facilities: drinking fountain or electric water cooler and private lavatory-toilet facilities.
8. Furnishings:
  - a. One desk, 54 x 30 inch, with three drawers.

- b. One drafting table, 36 x 72 inch surface, with one equipment drawer, and a full width parallel straight edge.
  - c. One metal, double-door storage cabinet under table.
  - d. Plan rack to hold working Drawings, shop drawings, and Record Documents.
  - e. One standard four-drawer legal-size metal filing cabinet with locks and two keys per lock.
  - f. Six linear feet of metal bookshelves.
  - g. Two swivel arm chairs.
  - h. One drafting table stool.
  - i. One tackboard, 36 x 30 inch.
  - j. One waste basket per desk or table.
9. Equipment (Owner's Office)
- a. 1 AT&T Fax Machine.
  - b. Table top photocopy machine.
- E. Sanitary facilities: include temporary toilets, wash facilities and drinking water fixtures. Comply with regulations and health codes for the type, number, location, operation and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs after coordinating location with Owner and Project Consultant.
1. Temporary Toilet Units: Provide self-contained single-occupant toilet units of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material. Shield toilets to ensure privacy. Use of pit-type privies will not be permitted.
  2. Provide toilet tissue, paper towels, paper cups and similar disposable materials for each facility, including toilet facilities provided in temporary office trailers. Provide covered waste containers for used material.
  3. Existing Toilets: Use of the Owner's existing toilet facilities: Not permitted.
- F. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a healthy and sanitary condition. Dispose of drainage properly. Supply cleaning compounds appropriate for each condition.

- G. Protective Equipment: Provide safety showers, eye-wash fountains and similar facilities for convenience, safety and sanitation of personnel.
- H. Drinking Water Facilities: Provide electrically cooled containerized bottled-water type drinking water units, including paper supply. Provide drinking water at 45 to 55 degree Fahrenheit (7 to 13 deg C). Provide other temporary drinking facilities as specified elsewhere or as appropriate to the site and the Work.
- F. First Aid Supplies: Provide in adequate quantity and in locations convenient to principal areas of the Work. Comply with governing regulations.
- G. Fire Extinguishers: Provide hand-carried, portable UL-rated, class "A" fire extinguishers for temporary offices and similar spaces. In other locations provide hand-carried, portable, UL-rated, class "ABC" dry chemical extinguishers, or a combination of extinguishers of NFPA recommended classes for the exposures.
- H. Covered Walkway: Erect a structurally adequate protective covered walkway for passage of persons along pedestrian ways adjacent to the Work. Coordinate with Project Consultant and Owner to resolve design and relationship of walkway to entrance gates, building entrances, other facilities, playgrounds and obstructions. Comply with regulations of authorities having jurisdiction.
  - 1. Construct using scaffold or shoring framing, waterproofed wood plank overhead decking, protective plywood enclosure walls, handrails, barricades, warning signs, lights, safe and well- drained walkways and similar provisions for protection and safe passage.
  - 2. Extend the backwall beyond the structure to complete the enclosure fence.
  - 3. Paint and maintain in a manner acceptable to the Owner and Project Consultant.
- I. Storage and Fabrication Sheds: Provide fully enclosed storage and fabrication sheds, sized, furnished and equipped to accommodate materials and equipment involved, including temporary utility service.

### **PART 3 EXECUTION**

#### **3.01 INSTALLATION**

- A. Install office spaces ready for occupancy 15 days after date fixed in Owner-Contractor Agreement.
- B. Employee Residential Occupancy: Not allowed on Owner's Property.
- C. Use qualified personnel for installation of temporary facilities. Locate facilities as indicated within the Contract Documents. For facilities not so indicated: locate where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.

- D. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed.

### **3.02 PROTECTION OF TEMPORARY AND OTHER FACILITIES**

- A. Temporary Fire Protection: Provide and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers," and NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations."
- B. Store combustible materials in containers in fire-safe locations.
- C. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas.
- D. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.
- E. Permanent Fire Protection: At the earliest feasible date in each area of the Project, complete installation of the applicable permanent fire protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.

### **3.03 ENVIRONMENTAL PROTECTION**

- A. Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result.
- B. Avoid use of tools and equipment which produce harmful noise. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near the site.

### **3.04 OPERATION, TERMINATION AND REMOVAL**

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain temporary facilities in good operating condition until removal. Protect from damage by heat, humidity, and similar elements including brief periods of unexpected cold conditions.
  - 1. Maintain operation of temporary, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour day basis where required to achieve indicated results and to avoid possibility of damage.
  - 2. Keep the office clean and orderly for use for small progress meetings.

3. Provide daily janitorial services for offices; periodic cleaning and maintenance for office and storage areas.
4. Maintain approach walks free of mud, water, and debris.

C. Termination and Removal:

1. Unless the Project Consultant requests that it be maintained longer, remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Ensure removal of footings, foundations and other subsurface or underground construction.
2. Complete and restore permanent construction that may have been delayed because of interference with the temporary facility.
3. Repair damaged Work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.
4. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to and with the pre-agreement of the Owner.
5. Prior to Substantial Completion, clean and renovate permanent facilities that have been used during the construction period.

**END OF SECTION**

**SECTION 01550  
VEHICULAR ACCESS AND PARKING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Preparation.
- B. Flag persons.
- C. Flares and lights.
- D. Traffic signs and signals.
- E. Haul routes.
- F. Access roads.
- G. Construction parking controls.
- H. Parking.
- I. Existing pavements and parking areas.
- J. Permanent pavements and parking facilities.
- K. Maintenance.
- L. Removal, repair.
- M. Mud from site vehicles.

**1.02 RELATED SECTIONS**

- A. Section 01110: Summary of Work: Work sequence, Owner occupancy.
- B. Section 01310: Project Management and Coordination: Project coordination.
- C. Section 01520: Construction Facilities: Temporary buildings and other temporary facilities.
- D. Section 01530: Temporary Construction: Temporary construction.
- E. Section 01580: Project Identification: Traffic directional and control signage.
- F. Section : : Specifications for earthwork and paving bases.



## **PART 2 PRODUCTS**

### **2.01 MATERIALS**

- A. Temporary Construction: Contractor's option.
- B. Earthwork, Paving Base and Topping Which Will Become Permanent Construction: As specified in product specification sections in Divisions 2 through 16.

### **2.02 SIGNS, SIGNALS, AND DEVICES**

- A. Post Mounted and Wall Mounted Traffic Control and Informational Signs: Specified in Section 01580, Project Identification.
- B. Temporary Traffic Control Signals: As approved by local jurisdictions.
- C. Traffic Cones and Drums, Flares and Lights: As approved by local jurisdictions.
- D. Flagperson Equipment: As required by local jurisdictions.

## **PART 3 EXECUTION**

### **3.01 PREPARATION**

- A. Clear areas, provide surface [and storm] drainage of road, parking, area premises, and adjacent areas.

### **3.02 FLAG PERSONS**

- A. Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.

### **3.03 FLARES AND LIGHTS**

- A. Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.

### **3.04 TRAFFIC SIGNS AND SIGNALS**

- A. At approaches to site and on site, install at crossroads, detours, parking areas, and other amenities elsewhere as needed to direct construction and affected public traffic.
- B. Install and operate traffic control signals as necessary to direct and maintain orderly flow of traffic in areas under Contractor's control, and areas affected by Contractor's operations.
- C. Relocate as Work progresses, to maintain effective traffic control.

### **3.05 HAUL ROUTES**

- A. Consult with authority having jurisdiction, establish public thoroughfares to be used for haul routes and site access.

\*\*\*\*\* [OR] \*\*\*\*\*

- A. Drawings indicate haul routes designated by authorities for use of construction traffic.
- B. Confine construction traffic to designated haul routes.
- C. Provide traffic control at critical areas of haul routes to regulate traffic, to minimize interference with public traffic.

### **3.06 ACCESS ROADS**

- A. Construct temporary access roads from public thoroughfares to serve construction area, of a width and load bearing capacity to provide unimpeded traffic for construction purposes.
- B. Construct temporary bridges and culverts to span low areas and allow unimpeded drainage.
- C. Extend and relocate as Work progress requires, provide detours as necessary for unimpeded traffic flow.
- D. Location as indicated on Drawings.
- E. Provide unimpeded access for emergency vehicles. Maintain 20 foot width driveways with turning space between and around combustible materials.
- F. Provide and maintain access to fire hydrants and control valves free of obstructions.

### **3.07 CONSTRUCTION PARKING CONTROL**

- A. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles, and Owner's operations.
- B. Monitor parking of construction personnel's vehicles in existing facilities. Maintain vehicular access to and through parking areas.
- C. Prevent parking on or adjacent to access roads or in non-designated areas.

### **3.08 PARKING**

- A. [Arrange for] [Provide] [Construct] temporary parking areas to accommodate use of construction personnel.

- B. When site space is not adequate, provide additional off-site parking.
- C. Locate as indicated on Drawings.

### **3.09 EXISTING PAVEMENTS AND PARKING AREAS**

- A. Use of designated existing on-site streets and driveways used for construction traffic is permitted. Tracked vehicles not allowed on paved areas.
- B. Use of designated areas of existing parking facilities used by construction personnel is not permitted.
- C. Do not allow heavy vehicles or construction equipment in parking areas.

### **3.10 PERMANENT PAVEMENTS AND PARKING FACILITIES**

- A. The base for permanent roads and parking areas may be used for construction traffic.
- B. Avoid traffic loading beyond paving design capacity. Tracked vehicles not allowed.

### **3.11 MAINTENANCE**

- A. Maintain traffic and parking areas in a sound condition free of excavated material, construction equipment, Products, mud or other debris.
- B. Maintain existing and permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.

### **3.12 REMOVAL, REPAIR**

- A. Remove temporary materials and construction when permanent paving is usable.
- B. Remove underground work and compacted materials to a depth of 2 feet; fill and grade site as specified.
- C. Repair existing or permanent facilities damaged by use, to original or specified condition, whichever is most stringent.
- A. Remove equipment and devices when no longer required.
- B. Repair damage caused by installation.
- C. Remove post settings to a depth of 2 feet.

### **3.13 MUD FROM SITE VEHICLES**

- A. Provide means of removing mud from vehicle wheels before entering streets.

**SECTION 01560  
TEMPORARY BARRIERS AND ENCLOSURES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Barriers and Barricades
- B. Fences
- C. Enclosures
- D. General Environmental Controls
- E. Security Programs
- F. Tree and Plant Protection

**1.02 RELATED DOCUMENTS**

- A. Section 01110: Summary of Work: Work sequence, Owner occupancy.
- B. Section 01310: Project Management and Coordination: Project coordination.
- C. Section 01520: Construction Facilities: Temporary buildings and other temporary facilities.
- D. Section 01530: Temporary Construction: Temporary construction.
- E. Section 10620: Product Options: Hazardous Materials.

**1.04 SUBMITTALS**

- A. Tree Surgeon's Certification: Submit written certification by a qualified tree surgeon that:
  - 1. Trees and other plant materials indicated to remain have been protected during the course of construction in accordance with recognized standards of the industry.
  - 2. Indicate that damaged trees or plant materials were promptly and properly treated.
  - 3. Indicate which damaged trees or other plant materials, if any, are incapable of retaining full growth potential and are recommended to be replaced.

### 1.03 BARRIERS AND BARRICADES

- A. Provide barriers to prevent unauthorized entry to construction areas to allow for Owner's use of site, and to protect existing facilities and adjacent properties from damage from construction operations.
  - 1. Comply with standards and code requirements for erection of structurally adequate barriers.
  - 2. Install barriers of a neat and uniform appearance. Surfaces exposed to public view: Paint with colors as selected by the Project Consultant.
  - 3. Provide graphics and warning signs to inform personnel and the public of the hazard being protected against.
  - 4. Where appropriate and needed provide lighting, including flashing red or amber lights.
  - 5. Provide barriers at public rights-of-way and for public access to existing buildings when adjacent to construction operations.
- B. Provide barricades with blinking beacon light at all open trenches and other excavations.
- C. Provide protection as specified below for plant life designated to remain.
- D. Protect non-owned vehicular traffic, stored materials, site and structures from damage.

### 1.04 FENCING

- A. Prior to the Start of Construction Activities: Provide temporary 8 foot high enclosure fencing around construction site; equipped with vehicular and pedestrian gates with locks.
- B. Construction:
  - 1. Commercial grade chain link fence.
    - a. Provide galvanized posts and fabric in new condition.
    - b. Provide vision screening where fencing is adjacent to student occupied areas.
    - c. Provide vision screening or other acceptable measures where fencing separates site from adjacent residential areas.
  - 2. Barbed wire, concertina wire and other potentially injurious fencing materials: Not Permitted.

3. Install in a manner that will prevent people, dogs and other animals from easily entering the site, except by the vehicular or pedestrian entrance gates.

C. Location:

1. Locate fencing as indicated on the drawings and as confirmed by the Project Consultant.
2. Locate vehicular entrance gate as indicated on drawings to accommodate convenient, controlled vehicular access to the Contractor's staging area, temporary facilities, and construction areas.
3. Locate pedestrian entrance gates as required to provide controlled personnel entry in suitable relation to construction parking facilities and Contractor's temporary offices.

**1.05 ENCLOSURES**

A. Exterior Enclosures

1. Provide temporary weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary cooling, brief seasonal heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons.
2. Provide access doors with self-closing hardware and locks.

B. Interior Enclosures

1. Provide temporary partitions and ceilings to separate work areas from Owner occupied areas, to prevent penetration of dust and moisture into Owner occupied areas, and to prevent damage to existing materials and equipment.
2. Construction:
  - a. Separation Partitions: Where extended construction operations of more than 3 weeks are adjacent or within Owner occupied spaces, provide separation partitions constructed of wood or metal framing and gypsum board sheet materials with closed joints and sealed edges at intersections with existing surfaces:
    - 1) Insulated to R-19.
    - 2) STC rating of 35 in accordance with ASTM E90.
    - 3) Maximum flame spread rating of 75 in accordance with ASTM E84.
    - 4) Paint surfaces exposed to view from Owner occupied areas.

- b. Temporary Dust Partitions: Where extended construction operations of less than 3 weeks are adjacent or within Owner occupied spaces, provide temporary dust partitions constructed of wood or metal framing and reinforced translucent polyethene sheet materials with closed joints and sealed edges at intersections with existing surfaces.
- c. Duct, Register and Grille Protection: Securely seal air conditioning and ventilation ducts, registers, grilles, outlets and other system components with polyethelene prior to conducting any dust or other contaminant producing construction activities.

C. Structural Enclosures:

1. Close openings through floor or roof decks and horizontal surfaces with load-bearing wood-framed construction or other structural elements necessary to render safe for the loads imposed.
2. Provide temporary roofing as necessary to provide appropriate watertight enclosure and to protect interior spaces and materials.

### 1.06 GENERAL ENVIRONMENTAL CONTROLS

A. Dust Control:

1. Execute Work by methods to minimize raising dust from construction operations.
2. Provide positive means to prevent air-borne dust from dispersing into atmosphere.
3. Periodically dampen construction areas prone to dust generation or blowing dust during periods of infrequent or below normal rainfall for south Florida and as necessary to prevent blowing dust from affecting adjacent properties, Owner occupied spaces or other elements of the Work.

B. Noise Control:

1. Provide methods, means, and facilities to minimize noise produced by construction operations.
2. Schedule excessively noisy or disruptive operations during hours when normal classroom activities are not scheduled.
3. Observe local ordinances limiting noise generating operations within the neighborhoods adjacent to the area of the Work.

C. Pollution Control:

1. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.

2. Do not violate environmentally sensitive lands without proper permits from the Authorities Having Jurisdiction and a written notice to proceed with those particular operations issued by the Owner.

### **1.07 SECURITY PROGRAMS**

- A. Provide security and facilities to protect Work, and existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
- B. Initiate security program in coordination with the Owner's existing security program and systems at project mobilization.
- C. Security Service:
  1. For facilities not occupied by the Owner (new schools and remote facilities): Employ uniformed armed guard service to provide watchpersons at site during all non-working hours.
  2. Coordinate identification of security service, emergency procedures, and after-hours site access with the Owner and the Project Consultant.
- D. Limit access of existing facilities by Contractor's personnel to only those areas directly involved in the Work.
- E. Entry Control:
  1. Restrict entrance of persons and vehicles into Project site and existing facilities. Workmen and visitors desiring access to Owner occupied areas of the site shall sign in at the School's Administrative Office and be escorted as deemed necessary by the School Principal.
  2. Allow entrance to areas of Work only to authorized persons with proper identification.
  3. Maintain log of workmen and visitors, make available to Owner on request.
  4. Owner will control entrance of persons and vehicles related to Owner's operations.
- F. Personnel identification:
  1. Identification Cards:
    - a. Provide identification card to each person authorized to enter premises.
    - b. Card To Include: Personal photograph, name and assigned number, expiration date, and employer.
    - c. Maintain a list of accredited persons, submit copy to Owner on request.
    - d. Require return of cards at expiration of their employment on the Work.



2. Visual Identification: Utilize distinctively marked or colored shirts, hardhats or other visual identifiers . Utilize logos, text and other materials incorporated into the design of visual identifiers which are free from obscenity, slang or other content which might be deemed by the Owner, at its sole discretion, to be inappropriate for children.

G. Restrictions:

1. Do not allow cameras or video recorders within Owner occupied site areas or photographs or videos taken of students, faculty, or staff except by written approval of Owner.
  2. Do not allow contact between workmen and students, faculty, and staff.
  3. Do not allow workmen to congregate in or use facilities such as kitchens, restrooms, gymnasiums, playgrounds, or other school areas not within the area of Work.
  4. Do not allow school students, faculty, or staff to congregate in or use facilities within the area of Work.
    - a. Notify School Administration of students found within Work areas.
    - b. Notify School Administration of evidence of students entering into Work areas.
- H. Provide all personnel with instruction as to the possible presence of children in and around the construction site and the precautions necessary to ensure children's safety while conducting construction operations, operating motor vehicles or equipment, or any other associated activity.

#### 1.08 TREE AND PLANT PROTECTION

- A. Temporary protection: Protect existing landscape materials and other site improvements designated to remain from damage through the use of temporary fencing and other protective procedures as further specified below.
- B. Do not allow fires on site.

**PART 2 PRODUCTS**

**2.01 PRODUCT REQUIREMENTS**

A. General:

1. Provide new materials; if acceptable to the Project Consultant, undamaged previously used materials in serviceable condition may be used.
2. Provide materials suitable for the use intended.

B. Barriers and Exterior Enclosures:

1. Lumber and Plywood: Comply with requirements in applicable Division 6 specification sections.
  - a. For exterior fences and vision barriers, provide exterior type, minimum 3/8" thick plywood.
  - b. For safety barriers, sidewalk bridges and similar uses, provide minimum 5/8" thick exterior plywood.
2. Roofing Materials: Provide UL Class "A" standard weight asphalt shingles complying with ASTM D 3018, or UL Class "C" mineral surfaced roll roofing complying with ASTM D 249, or other roofing materials approved by the Project Consultant on roofs of job-built temporary enclosures.
3. Paint: Comply with general painting requirements of Division 9:
  1. For job-built barriers, fences and other exposed lumber and plywood, provide exterior grade acrylic-latex emulsion over exterior primer.
  2. For sign panels and applying graphics, provide exterior grade alkyd gloss enamel over exterior primer.

B. Barricades: Standard metal folding barricades with reflective finishes. Provide with or without battery powered flashing lights as appropriate for hazard..

C. Fencing:

1. Galvanized Fabric: #9 wire (.148 inch) in diameter, 2 inch mesh fabric with top selvages knuckled.
2. 6 gage minimum bottom tension wire attached to fence fabric with hog rings at 24 inches on center.
3. Posts, top rails, braces, and gate frames: Schedule 40 galvanized pipe as per ASTM A 120 or SS40 Tube pipe. Finish all rails and posts to match fence fabric.

4. Gate Frames: As per C.L.F.M.I. requirements with welded connections.
5. Fabric Connections:
  - a. Securely fasten fabric to all terminal posts with 3/16 inch by 3/4 inch tension bars and bevelled edge 11-gage tension bands.
  - b. Number of tension bands: one band less than the height of the fabric in feet for each tension bar.
  - c. Fasten all fabric to intermediate posts with 9-gage galvanized wires not to exceed 14 inches apart.
  - d. Tie fabric to top rail with 9-gage galvanized wire not to exceed 24 inches apart.
  - e. Fasten bottom edge of fabric to bottom tension wire using hog rings at intervals not to exceed 24 inches on center.
  - f. Intermediate Post Tops: Malleable iron.
  - g. Hinges: Malleable Iron, hot dipped galvanized
  - h. Latches: Malleable Iron, hot dipped galvanized.
  - i. Hardware required for wide vehicular access gates: Adequately strong swinging or rolling hardware apparatus at Contractor's option.

D. Separation Partitions:

1. Wood Framing: Comply with product and installation requirements of Division 6.
2. Metal Framing: Comply with product and installation requirements of Division 9.
3. Insulation: Provide glass fiber batt insulation.
4. Gypsum Wallboard: Comply with product and installation requirements of Division 9.
5. Paint:
  - a. Provide two coats interior latex semi-gloss wall paint.
  - b. Color as selected by Project Consultant.
  - c. Comply with product and installation requirements of Division 9.

- E. Temporary Dust Partitions: Where extended construction operations of less than 3 weeks are adjacent or within Owner occupied spaces, provide temporary dust partitions constructed of wood or metal framing and reinforced opaque polyethene

sheet materials with closed joints and sealed edges at intersections with existing surfaces.

1. Wood Framing: Comply with product and installation requirements of Division 6.
2. Metal Framing: Comply with product and installation requirements of Division 9.
3. Sheeting: Provide translucent nylon reinforced laminated polyethylene sheeting attached securely to wood or metal framing so as to avoid tears, leaks, or openings.

F. Tree and Plant Protection:

1. Tree pruning compound: Waterproof, antiseptic, elastic and free of kerosene, coal tar, creosote, and other substances harmful to plants.
2. Drainage fill: selected stone or gravel, graded to pass a three inch sieve and retained on a one inch sieve.
3. Topsoil: In accordance with Division 2 requirements for topsoil.
4. Wood fencing:
  - a. Posts: 4 inch x 4 inch pressure treated wood.
  - b. Rails: 2 inch x 4 inch pressure treated wood.
  - c. Exposed height above grade: 6 feet - 0 inches.

**PART 3 EXECUTION**

**3.01 BARRIERS, BARRICADES AND ENCLOSURES**

- A. Install temporary items under provisions specified above or, where not specified, to level of quality suitable for the intended purpose as judged by the Project Consultant.

**3.02 PROTECTION OF TREES AND PLANT MATERIALS**

A. Preparation:

1. Verify that existing plant life and features designated to remain are tagged or identified.
2. Identify branches and roots that may interfere with construction.

B. Continuous Protection of Trees and Plants:

1. Protect existing trees scheduled to remain against injury or damage, including cutting, breaking, or skinning of roots, trunks or branches; smothering by

stockpiled construction materials, excavated materials or vehicular traffic within branch spread.

2. Protect designated trees with a temporary 6 foot - 0 inch high double rail wood fence enclosure:
  - a. Provide a minimum 8 foot - 0 inch square enclosure centered on tree trunk.
  - b. Increase enclosure size as directed for large trees.
3. Erect temporary fencing before commencing site preparation work.
4. Maintain fencing during full construction period.

**B. Root System Protection:**

1. Do not store construction materials, debris, or excavated material within the drip line which is the outer perimeter of branches.
2. Do not permit vehicles within the drip line. Restrict foot traffic to prevent excessive compaction of soil over root systems.
3. Protect tree root systems from damage due to noxious materials in solution caused by run-off or spillage during mixing and placement of construction materials or drainage from stored materials.
4. Protect root systems from flooding, erosion, continuous running water or excessive wetting resulting from dewatering operations.

**C. Relocate and protect large boulders and rocks identified by Owner to remain as final landscaping elements.**

**D. Clearing and Grubbing:**

1. After providing fenced protection for trees and plants to remain, clear and grub site areas as required in Division 2.
  - a. Selective Clearing:
    - 1) In areas where trees are to remain, remove all undergrowth, dead trees, stumps, roots, vines, and other debris.
    - 2) Strip grass materials to a maximum depth of 1" under tree canopies.
    - 3) Carefully till or scarify existing grade to a depth of 1".
  - b. Grubbing: Scarify the areas where vegetation or other unsuitable materials occur to a minimum depth of six inches until all such materials are loosened and remove from the site.

- 1) Use only hand methods for grubbing inside the drip line of trees indicated to remain.
  - 2) Fill depressions caused by clearing and grubbing operations with satisfactory soil materials and compact and grade in accordance with Division 2 requirements.
2. Remove and stockpile topsoil under provisions of Division 2 except where removal will be detrimental to existing trees and plants.

**E. Root and Branch Trimming:**

1. Consult with Project Consultant to request removal of roots and branches that interfere with construction.
2. Upon Project Consultant's approval of branch or root removal, employ qualified tree surgeon to:
  - a. Remove branches from trees which are to remain, if required to clear new construction.
  - b. Carefully and cleanly cut roots and branches of trees indicated to remain, where roots and branches obstruct new construction, with sharp pruning instruments.
    - 1) Do not break or chop roots or branches.
    - 2) Paint cuts over 1/2 inch in size with tree pruning compound.
  - c. Recommend procedures to compensate for loss of roots and perform initial pruning of branches and stimulation of root growth where removed to accommodate new construction.
  - d. Extend pruning operation to restore natural shape of entire tree.

**F. Excavation Around Trees**

1. Excavate within drip line of trees only where indicated.
2. Where trenching for utilities is required within the drip line, tunnel around roots by hand digging.
3. Do not cut main lateral roots or tap roots; cut smaller roots which interfere with installation of new work.
4. Cut roots with sharp pruning instruments: Do not break or chop.
5. Do not allow exposed roots to dry out before permanent backfill is placed:
  - a. Provide temporary earth cover, or pack with peat moss and wrap with burlap.

- b. Water and maintain in moist condition and temporarily support and protect from damage until permanently relocated and covered with earth.
- c. Utilize tree surgeon to prune branches to balance loss to root system caused by damage or cutting of root system.

**G. Grading And Filling Around Trees:**

- 1. Maintain existing grade within drip line of trees, unless otherwise indicated.
- 2. Lowering grades:
  - a. Where existing grade is above new finish grade shown around trees, carefully hand excavate within drip line to new finish grade.
  - b. Cut roots exposed by excavation or provide permanent protections as recommended by tree surgeon.

**H. Raising Grades:**

- 1. Minor filling:
  - a. Where existing grade is six inches or less below elevation of finish grade shown, use a topsoil fill material.
  - b. Place in single layers and do not compact; hand grade to required finish elevations.
- 2. Moderate filling:
  - a. Where existing grade is more than 6 inches, but less than 12 inches, below finish grade elevation, place a layer of drainage fill on existing grade prior to placing topsoil.
  - b. Carefully place against tree trunk approximately 2 inches above finish grade and extend not less than 18 inches from tree trunk on all sides.
  - c. For balance of area within drip line perimeter, place drainage fill to an elevation six inches below grade and complete fill with a layer of topsoil to finish grade elevation.
  - d. Do not compact stone or gravel or topsoil layers; hand grade to required elevations.

**I. Repair And Replacement Of Trees:**

- 1. Repair trees damaged by construction operations. Make repairs promptly after damage occurs to prevent progressive deterioration of damaged trees.

2. Remove and replace dead and damaged trees which are determined by the tree surgeon to be incapable of restoration to normal growth pattern.
3. Provide new trees of same size and species as those replaced, up to 6 inch caliper. For replacement of trees over 6 inches in caliper taken 12 inches above grade, provide new trees of 6 inch caliper, and of the same species as selected by the Project Consultant.
4. Repair and replacement of trees scheduled to remain and damaged by construction operations or lack of adequate protection during construction operations shall be at Contractor's expense.

**3.03 REMOVAL OF TEMPORARY BARRIERS, ENCLOSURES AND PROTECTIONS**

- A. Remove temporary barriers, barricades, fencing, enclosures and protections as warranted by the progress of the Work and prior to Substantial Completion.
- B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition or as specified elsewhere in the Contract Documents.
- E. Restore permanent facilities used during construction to specified condition.

**END OF SECTION**



## **SECTION 01570 TEMPORARY CONTROLS**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Erosion and Sediment Control
- B. Pest Control

#### **1.02 RELATED DOCUMENTS**

- A. Section 01110: Summary of Work: Work sequence, Owner occupancy.
- B. Section 01310: Project Management and Coordination: Project coordination.
- C. Section 01520: Construction Facilities: Temporary buildings and other temporary facilities.
- D. Section 01530: Temporary Construction: Temporary construction.
- E. Section 01560: Temporary Barriers and Enclosures

#### **1.03 WATER CONTROL**

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- B. Protect site from puddling or running water.
- C. Provide water barriers as required to protect site from soil erosion.
- D. Dewatering Facilities and Drains:
  - 1. For temporary drainage and dewatering facilities and operations not directly associated with construction activities included under individual specification sections, comply with dewatering requirements of applicable Division 2 Sections.
  - 2. Where feasible, utilize the same facilities.
  - 3. Maintain the site, excavations and construction free of water.
  - 4. Comply with environmental limitations on dewatering as imposed by Broward County, the South Florida Water Management District, or other applicable jurisdictional authority.

#### **1.04 EROSION AND SEDIMENT CONTROL**

- A. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
- B. Minimize amount of bare soil exposed at one time.
- C. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
- D. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
- E. Provide earthen embankments and similar barriers in and around excavations and subgrade construction sufficient to prevent flooding by runoff of stormwater from heavy rains.
- F. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

#### **1.05 PEST CONTROL**

- A. Provide methods, means, and facilities to prevent pests, insects and rodents from infesting the area of the Work and adjacent premises.
- B. Prior to construction of footings, foundations or slabs: Retain a local exterminator or pest control company to:
  - 1. Recommend practices to minimize attraction and harboring of rodents, roaches and other pests.
  - 2. Provide extermination and control procedures at regular intervals so the Project will be relatively free of pests and their residues at Substantial Completion.
  - 3. Ensure that pest, insect and rodent control operations are conducted in a lawful manner using environmentally safe materials.
- C. Refer to Division 2 requirements for termiticide treatments and other pest control requirements.

#### **1.06 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS**

- A. Remove temporary above grade or buried controls as warranted by the progress of the Work or prior to Substantial Completion.
- B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.

- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition or as specified elsewhere in the Contract Documents.
- E. Restore permanent facilities used during construction to specified condition.

**PART 2 PRODUCTS**

\\Not Used

**PART 3 EXECUTION**

\\Not Used

**END OF SECTION**

**SECTION 01720  
PREPARATION**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Construction Layout and Field Engineering
- B. Surveying
- C. Protection of Adjacent Construction

**1.02 RELATED DOCUMENTS**

- A. Section 01560: Temporary Barriers and Enclosures
- B. Section 01740: Cleaning
- C. Section 01780: Closeout Submittals

**1.03 QUALITY CONTROL**

- A. Employ a Land Surveyor registered in the State of Florida and acceptable to Project Consultant.
- B. Employ a Professional Engineer of the discipline as required for specific services on Project, licensed in the State of Florida.

**1.04 SUBMITTALS**

- A. Submit name, address, and telephone number of Surveyor before starting survey work.
- B. Submit evidence of Surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate.
- C. Project Closeout Submittals: Submit the following under provisions of Section 01780, Closeout Submittals:
  - 1. Certificates: Submit a copy of registered site drawing and a certificate signed by the Land Surveyor or Professional Engineer certifying that the location and elevation of improvements comply with the Contract Documents.
  - 2. Final Property Survey: Submit one (1) reproducible vellum original and ten (10) copies of the final property survey including two (2) electronic copies of the survey in CAD and media formats as required by Section 01780, Closeout Submittals.

3. Project Record Documents: Submit a logged record of Work performed and record survey data.

### **1.05 PROJECT RECORD DOCUMENTS**

- A. Maintain a complete and accurate log of control and survey work as it progresses.
- B. On completion of major site improvements, prepare a certified survey illustrating dimensions, locations, angles, and elevations of construction and site work.

### **1.06 CONSTRUCTION LAYOUT AND FIELD ENGINEERING**

- A. Provide field engineering services. Utilize recognized engineering survey practices.
- B. Locate and protect survey control and reference points.
- C. Control datum for survey is that established by Owner provided survey.
- D. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- E. Establish a minimum of two permanent bench marks on site, referenced to established control points.
  1. Record locations, with horizontal and vertical data, on project record documents.
  2. Set one bench mark at the base of the facility's flag pole if one is required in the scope of the Work.
- F. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- G. Promptly report to Project Consultant the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- H. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Project Consultant.
- I. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
  1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations; and site features or improvements as required by the Project Consultant.
  2. Grid or axis for structures.
  3. Building foundation, column locations, ground floor elevations, and other features as required by the Project Consultant.

J. Periodically verify layouts by same means.

**1.07 SURVEYING**

- A. Working from lines and levels established by the property survey, establish benchmarks and markers to set lines and levels at each story of construction and elsewhere as needed to properly locate each element of the Project.
1. Calculate and measure required dimensions within indicated or recognized tolerances.
  2. Do not scale Drawings to determine dimensions.
  3. Advise entities engaged in construction activities, of marked lines and levels provided for their use.
  4. As construction proceeds, check every major element for line, level and plumb.
- B. Surveyor's Log: Maintain a surveyor's log of control and other survey Work. Make this log available for Project Consultant's and Inspector's reference.
1. Record deviations from required lines and levels, and advise the Project Consultant when deviations that exceed indicated or recognized tolerances are detected.
  2. On Project Record Drawings, record deviations that are accepted and not corrected.
  3. On completion of foundation walls, major site improvements, and other Work requiring field engineering services, prepare a certified survey showing dimensions, locations, angles and elevations of construction and sitework.
- C. Site Improvements: Locate and lay out site improvements, including pavements, stakes for grading, fill and topsoil placement, utility slopes and invert elevations by instrumentation and similar appropriate means.
- D. Building Lines and Levels: Locate and lay out batter boards for structures, building foundations, column grids and locations, floor levels and control lines and levels required for mechanical and electrical Work.
- E. Existing Utilities:
1. Furnish information necessary to adjust, move or relocate existing structures, utility poles, lines, services or other appurtenances located in, or affected by construction.
  2. Coordinate with local authorities having jurisdiction.
- F. Final Property Survey: Before Substantial Completion, prepare a final property survey showing significant features (real property) for the Project.

1. Include on the survey a certification, signed by the Surveyor, to the effect that principal metes, bounds, lines and levels of the Project are accurately positioned as shown on the survey.
  2. Show all fences, walls, walks, building(s) and appurtenances, fire hydrant(s), manholes, catch basins, meters, valve boxes, asphalt playing area, parking, drives, curbs, football goal posts, basket ball back boards, tennis courts, ball fields, trees and shrubs.
  3. Base survey on the mean sea level datum.
  4. Show elevations to the 0.01 foot in sufficient number of points to clearly indicate the scope of parking, sidewalks, floor and other improved areas.
  5. Show grate and invert elevation for all manholes and catch basins.
  6. Indicate elevations to 0.1 foot at all changes in ground level, such as ditches, and at intervals not exceeding 100 feet including all adjacent rights-of-way.
  7. Replace all permanent corner markers which have been removed.
  8. Update and correct initial survey furnished to the Contractor by the Owner to accurately illustrate the Work's relationships to the previously existing site and its previously existing improvements and appurtenances.
- G. Recording: At Substantial Completion, have the final property survey recorded by or with local governing authorities as the official "property survey".

#### **1.08 PROTECTION AND MOVING OF FURNITURE AND EQUIPMENT**

- A. Protect and move existing furniture and equipment as required elsewhere in the Contract Documents and as specified below and in Section 01710, Examination.

#### **1.09 PROTECTION OF ADJACENT CONSTRUCTION**

A. Cleaning And Protection:

1. During handling and installation, clean and protect existing facilities, construction in progress and adjoining materials in place.
2. Apply protective covering where required to ensure protection from damage or deterioration.
3. Clean and maintain adjacent construction as frequently as necessary through the remainder of the construction period to remove debris, dust and other deleterious items as caused by construction operations under provisions of Section 01740, Cleaning.

4. Adjust and lubricate operable components to ensure operability without damaging effects.

B. Limiting Exposures:

1. Take precautions and supervise construction activities to ensure that no part of the construction (completed or in progress), adjacent spaces or neighboring facilities are subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.
2. Where applicable, such exposures include, but are not limited to, the following construction related elements:
  - a. Excessive static or dynamic loading.
  - b. Excessive internal or external pressures.
  - c. Excessively high or low temperatures.
  - d. Thermal shock.
  - e. Excessively high humidity.
  - f. Air contamination or pollution.
  - g. Water.
  - h. Solvents.
  - i. Chemicals.
  - j. Light.
  - k. Radiation.
  - l. Puncture.
  - m. Abrasion.
  - n. Heavy traffic.
  - o. Soiling, staining and corrosion.
  - p. Bacteria.
  - q. Rodent and insect infestation.
  - r. Combustion.
  - s. Electrical current.



- t. High speed operation.
- u. Improper lubrication.
- v. Unusual wear or other misuse.
- w. Contact between incompatible materials.
- x. Destructive testing.
- y. Misalignment.
- z. Excessive weathering.
- aa. Unprotected storage.
- bb. Improper shipping or handling.
- cc. Theft.
- dd. Vandalism.

## **PART 2 PRODUCTS**

### **2.01 EQUIPMENT**

- A. Equipment: As required to achieve a successful move of furniture.

### **2.02 MISCELLANEOUS ACCESSORIES**

- A. Provide pads, packing materials, and other accessories with which to ensure protection of moved items.

## **PART 3 EXECUTION**

### **3.01 FURNITURE MOVING**

- A. Preparation for Moving:
  - 1. Ensure completion of pre-move conference, inspections and inventory as required by Section 01710, Examination.
  - 2. Ensure placement of barricades, barriers, and other safeguards as required in Section 01500.
  - 3. Ensure availability and readiness of temporary storage and staging areas.
  - 4. Protect existing building, furniture, classroom aids, equipment, and other room contents from damage during moving operations.
  - 5. Maintain protection of moved items during storage intervals and after relocation.

B. Moving:

1. Relocate furniture to temporary storage, staging area or designated temporary location as prelocated and coordinated with Owner.
2. Maintain stored furniture in safe, clean condition.

C. Furniture Relocation

1. After Owner's inspection and acceptance of other interior work in individual rooms, relocate stored furniture to original respective locations.
2. Place furniture in locations and in classroom arrangements as before move.

D. Cleaning:

1. Remove protective materials from moved items.
2. Thoroughly and carefully remove tape, tags and other adhesive materials from all surfaces.
3. Protect surfaces from damage during cleaning to avoid mars, tears, and discoloration.
4. Vacuum carpeted floor surfaces after relocation of furniture and equipment.
5. Mop resilient and tile floor surfaces after relocation of furniture and equipment.
6. Clean and retouch painted wall surfaces damaged as a result of moving operations to match previous condition or conditions required for the Work as applicable.
7. Provide final cleaning under provisions of Section 01740, Cleaning.

**3.02 PREPARATION**

- A. Cover, protect existing or adjacent finished building surfaces (walls, floors, ceilings, etc.), furniture, equipment and fixtures to remain from soiling or damage when selective demolition work and other construction activities are performed in rooms or areas from which items have not been removed or in rooms which contain other new elements of construction.
- B. Erect, maintain dust-proof partitions and other closures as required to prevent spread of dust or fumes to occupied portions of the building or other portions of the building containing new construction.
- C. Where selective demolition or other construction activities which will create excessive dust occurs immediately adjacent to or within occupied portions of building, construct dust-proof partitions or barriers to mitigate spread of airborne dust or debris.

- D. Provide weatherproof closures for exterior openings resulting from cutting and patching and other selective demolition work.
- E. Locate, identify, stub off and disconnect utility services that are not indicated to remain.
- F. Provide by-pass connections as necessary to maintain continuity of service to occupied areas of building. Provide minimum of five (5) working days advance notice to Owner if shut-down of services is necessary.

**END OF SECTION**

**SECTION 01740  
CLEANING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Final Cleaning
- B. Progress Cleaning
- C. Site Maintenance

**1.02 RELATED DOCUMENTS**

- A. Document 00520: Agreement Form
- B. Section 01350: Special Procedures
- C. Section 01410: Regulatory Requirements
- D. Section 01520: Construction Facilities
- E. Section 01570: Temporary Controls
- F. Specification Sections Division 2 through 16: Cleaning for specific products or elements of the Work.

**1.03 GENERAL REQUIREMENTS**

- A. Maintain premises and public properties free from accumulations of waste, debris, and rubbish, caused by operations.
- B. At completion of Work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials, and clean all sight-exposed surfaces; leave project clean and ready for occupancy.

**1.04 QUALITY ASSURANCE**

- A. Cleaning:
  - 1. Employ experienced workers or professional cleaners for final cleaning.
  - 2. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program.
  - 3. Comply with manufacturer's instructions:

- a. Use only those cleaning methods recommended by manufacturer of the surface materials to be cleaned.
- b. Use cleaning materials only on surfaces recommended by manufacturer of the surface materials to be cleaned.

### **1.05 SAFETY REQUIREMENTS**

- A. Standards: Maintain Project in accord with safety and Insurance standards.
- B. Hazards Control:
  1. Do not utilize volatile or noxious substances without approval of Project Consultant.
  2. Maintain proper ventilation when using cleansing agents and other chemicals.
- C. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
  1. Do not burn or bury rubbish and waste materials on project site.
  2. Do not dispose of volatile wastes such as mineral spirits, oils, or paint thinner in storm or sanitary drains.
  3. Do not dispose of any wastes into canals, streams or waterways.

### **1.06 COLLECTION AND DISPOSAL REQUIREMENTS**

- A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.
- B. Utilize waste disposal franchise specified by municipal jurisdictional authority if required in the municipality in which the project site is located.
- C. Collect waste from construction areas and elsewhere daily:
  1. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly.
  2. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by properly containerizing and appropriately ventilating.
  3. Dispose of material in a lawful manner.

### **1.07 PEST CONTROL**

- A. Engage exterminator to make final eradication of rodents, insects and other pests as specified in Section 01570, Temporary Controls.
- B. Repeat final treatments as necessary until Owner occupancy to ensure rodent, insect and pest free facilities.

## **PART 2 PRODUCTS**

### **2.01 MATERIALS**

- A. Use only cleaning materials recommended by product manufacturer suitable for surface to be cleaned.

## **PART 3 EXECUTION**

### **3.01 DURING CONSTRUCTION**

- A. Execute cleaning to ensure that site and grounds, and public properties adjacent to site are maintained free from accumulations of waste materials and rubbish.
- B. Wet down dry materials and rubbish to lay dust and prevent blowing dust.
- C. Each day during progress of Work, clean immediate work site and adjacent areas, and dispose of project related waste materials, debris and rubbish.
- D. Remove waste materials, debris and rubbish from site and legally dispose of at public or private dumping areas off Owner's property. Coordinate with municipality's franchise as specified above.
- E. Vacuum clean interior of building areas:
  - 1. When surfaces are ready to receive painting.
  - 2. Prior to the installation of finish flooring materials.
  - 3. Prior to application or installation of materials, finishes or equipment which would be degraded by dust or dirt.
  - 4. On an as-needed basis to maintain clean work areas through substantial and final completion.
- F. Handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.
- G. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.

### **3.02 CLEANING PRIOR TO SUBSTANTIAL COMPLETION**

Cleaning  
October 1, 1996

Section 01740  
Page 3 of 5

- A. Conduct inspection of sight-exposed interior and exterior surfaces and concealed spaces: Ensure clean condition and removal of debris.
- B. Complete the following cleaning operations before requesting Substantial Completion Inspection:
  1. Remove labels that are not permanent labels.
  2. Clean transparent materials, including mirrors and glass in doors and windows.
    - a. Remove glazing compound and other substances that are noticeable vision-obscuring materials.
    - b. Replace chipped or broken glass and other damaged transparent materials.
  3. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances:
    - a. Restore reflective surfaces to their original reflective condition.
    - b. Leave concrete floors broom clean.
  5. Vacuum carpeted and other "soft" finished surfaces:
    - a. Remove and repair stains, discolorations, abrasions, cuts or other damage.
    - b. Do not "spot patch" sheet or roll products unless approved by the Project Consultant and Owner.
  4. Wipe surfaces of mechanical and electrical equipment:
    - a. Remove excess lubrication and other substances.
    - b. Clean plumbing fixtures to a sanitary condition.
    - c. Clean light fixtures and lamps, including reflectors, bulbs and diffusers.
  5. Clean ducts, blowers, coils, diffusers and other elements of air conditioning systems.
  6. Replace air conditioning filters.
  7. Clean the site, including landscape development areas, of rubbish, litter and other foreign substances:
    - a. Sweep paved areas broom clean; remove stains, spills and other foreign deposits.

- b. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.

### **3.03 FINAL CLEANING**

#### **A. Site ammenities and manufactured items:**

1. In preparation for final completion or occupancy, conduct final inspection of sight-exposed exterior surfaces.
2. Remove grease, dust, dirt, stains, label, fingerprints, and other foreign materials, from sight-exposed exterior finished surfaces.
3. Repair, patch and touch up marred surfaces to specified finish, to match adjacent surfaces.

#### **B. Broom clean paved surfaces adjacent to playground; rake clean other surfaces of grounds adjacent to playgrounds.**

#### **C. Maintain cleaning until Owner occupancy.**

**END OF SECTION**



## **SECTION 01780 CLOSEOUT SUBMITTALS**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Final Site Survey
- B. Maintenance Contracts
- C. Operation and Maintenance Data
- D. Maintenance Materials
- E. Product Warranties
- F. Product Bonds
- G. Project Record Documents
- H. Spare Parts
- I. Electronic Media
- J. Miscellaneous Schedules

#### **1.02 RELATED DOCUMENTS**

- A. Document 00520: Agreement Form
- B. Document 00700: General Conditions of the Contract
- C. Section 01330: Submittal Procedures
- D. Section 01350: Special Procedures
- E. Section 01770: Closeout Procedures
- F. Section 01810: Commissioning
- G. Section 01820: Demonstration and Training
- H. Related requirements specified in respective specification Sections of Divisions 2 through 16.

### **1.03 SUBMITTALS**

- A. Project closeout submittals required by the Contract Documents for the Work, or a portion thereof, shall be submitted by the Contractor at or prior to the time of his request for the Project Consultant's inspection (submittal of Standard Form 772: Contractor's Request for Substantial Completion Inspection) unless otherwise specified in this Section or elsewhere in the Contract Documents.
- B. The Project Consultant (assisted by the Owner's Commissioning Agent and others as applicable) will review project closeout submittals with the Owner for content, accuracy, and format:
  - 1. If the Project Consultant disapproves or rejects any project closeout submittal, it shall be returned to the Contractor for correction and modification.
  - 2. The Contractor shall then submit his revised and corrected project closeout submittals to the Project Consultant for review and approval.
  - 3. The Contractor shall continue to revise and resubmit project closeout submittals until all required submittals have been accepted by the Project Consultant.
  - 4. The Project Consultant will forward approved project closeout submittals to the Owner prior to the Owner's Substantial Completion Inspection.
  - 5. Corrections or modifications of Project Closeout Submittals shall not be used as justification for an extension of Time.
- C. Submit closeout submittals under provisions of Section 01330, Submittal Procedures, with content and in formats specified within this Section and elsewhere in the Contract Documents

### **1.04 FINAL SITE SURVEY**

- A. Submit the certificates, copies of final property survey, electronic media files and project record documents as required by Section 01720, Preparation.
- B. Electronic Media: Conform to requirements for electronic media specified below.

### **1.05 MAINTENANCE CONTRACTS**

- A. Preparation Of Submittals
  - 1. Obtain maintenance contracts as may be required by the Contract Documents executed in duplicate by responsible Subcontractors, suppliers, or manufacturers, within ten days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of maintenance contracts until the Date of Substantial Completion is determined.

*Remove before  
1/1/07*

SECTION 06400

BUILT-IN CASEWORK

PART 1 GENERAL

1.1 SYSTEM DESCRIPTION

- A. Provide the following items of Architectural Casework:
  - 1. Casework.
  - 2. Work Surfaces, Backsplashes, and Side splashes.
  - 3. Hardware for Casework including locks and magnetic catches.
  - 4. Tracks for sliding drawer and cabinet door assemblies.
  - 5. Plastic Laminate.
  - 6. Glazing.
  - 7. Sealant.
- B. Related Sections
  - 1. Section 06100 - Carpentry
  - 2. Section 09650 - Resilient Flooring.
  - 3. Section 09215 - Veneer Plaster.
  - 4. Section 09250 - Gypsum Board.

1.2 SUBMITTALS

- A. Shop Drawings: Indicate AWI Quality Grades, plans, elevations, details of construction and installation, dimensions, finishes, fittings and fastenings, hardware and accessories.
- B. Product Data: Submit data for items not manufactured by architectural woodworker.
- C. Samples: Submit plastic laminate manufacturer's sample chain of color chips and samples of hardware.

1.3 QUALITY ASSURANCE

- A. Lumber Grading: Comply with NIST PS20.
- B. Standards: **Custom** grades as defined by AWI 'Quality Standards'.
- C. Cabinets shall be designed to support 75lbs per linear foot per row of shelving. This includes design of attachment to wall or blocking.
- D. Mock-up:
  - 1. Product mock-up of full size base cabinet, which includes plumbing accessories and fittings.
  - 2. Locate where directed.

3. Mock-up may not remain as part of the work.

E. Protect units from damage and moisture.

F. Counter tops to have rounded corners in the horizontal plane.

## **PART 2 PRODUCTS**

### **2.1 PRODUCTS AND MATERIALS**

A. General:

1. Quality Grade: AWI Custom.

2. Construction: Details conforming to AWI Flush overlay design (unless shown otherwise on Drawings).

B. Panel Materials:

1. Core: Body members other than back, drawer bottoms, pigeonhole partitions, etc. not less than 7 ply 3/4-inch thick plywood. Tops in which sinks occur must have a core of exterior grade plywood.

2. Backs and Drawer Bottoms: Minimum 1/4-inch thickness tempered fiberboard with factory applied gloss surface.

3. Shelves: 3/4 or one (1) inch thickness plywood as per AWI and Section 1.3 C.

4. Particleboard is not permitted.

C. Laminate Materials:

1. Plastic Laminate: NEMA LD 3, GP-50 General Purpose type; 0.050 inches thick; for horizontal and vertical applications; colors as selected by Project Consultant.

2. Cabinet Liner: NEMA LD 3, BK20, Backing grade, undecorated plastic laminate; 0.020 inches thick plus or minus 0.004 inches; Color: White.

3. Acceptable manufacturers

(a) Nevamar

(b) Formica

(c) Pionite

(d) Wilsonart

D. Accessories:

1. Adhesive: Type recommended by laminate manufacturer to suit application.

2. Glass: As specified in Section 08800.

3. Fasteners: Size and type to suit application.

4. Bolts, Nuts, Washers, Lags, Pins, and Screws: Of size and type to suit application; corrosive-resistant finish in concealed locations and chrome-plated finish in exposed locations.

E. Hardware:

1. Drawer Slides: Grant Model No. 329, self-closing clear chromate finish.
2. Surface Mounted Adjustable Shelf Standards: Knapé & Vogt #80; satin. All standards within 6 inches of the end of the shelving and space not more than 30 inches apart.
3. Surface Mounted Adjustable Shelf Brackets: Knapé & Vogt #180.
4. Recessed Mounted Adjustable Shelf Standards: Knapé & Vogt Mfg. Co. No. 255 aluminum shelf standards; length to suit application; unfinished.
5. Recessed Mounted Adjustable Shelf Clips: Knapé & Vogt Mfg. Co. No. 239; zinc-plated steel.
6. Fixed Shelf Brackets: Hafele America No. 287.31.035 and No. 287.31.044; finish: stainless steel.
7. Full Mortise Hinges: Stanley Model No. CB1960; Standard weight, three (3) knuckle concealed bearing, steel hinge; stainless steel non-rising pin; US32D finish.
8. Cabinet Hinges: Julius Blum, Inc. Modul 90 Series; zinc die cast cup, nickel plated steel hinge arm, nickel plated; free-swinging type.
9. Cabinet Pulls: Stanley 4484-US 26D, wire pull.
10. Continuous Hinges: Stanley No. STS314-1/4; Type 302 stainless steel; plain finish.
11. Cabinet Locks and Cylinders: Schlage No. CL1000-Series Door Lock or Olympus 700 SC; Solid Brass Cylinder; 626 finish.
12. Drawer Locks and Cylinder: Schlage No. CL2000 Series Drawer Lock or Olympus 800 SC; Solid Brass Cylinder; 626 finish.
13. Cabinet Keys: All casework in individual rooms shall be keyed alike.
14. Surface Bolts: Stanley No. CD4060; solid brass; US3 finish.
15. Grommets: Doug Mockett & Co., Inc. No. EDP-3 Set; Color: Light Grey.

F. Glazing:

1. 1/8 inch thick tempered clear.

**2.2 FABRICATION**

- A. Shop assemble casework for delivery to site in units easily handled and to permit passage through building openings. Field fabricated cabinetwork is not acceptable.
- B. Fit shelves, doors, and exposed edges with plastic laminate edging. Use full-length pieces only.

- C. Door and Drawer Fronts: 3/4 inch thick.
- D. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide trim for scribing and site cutting.
- E. Apply plastic laminate finish in full-uninterrupted sheets consistent with manufactured sizes. Make corners and joints hairline. Locate counter butt joints minimum two (2) feet from edge of sink cutouts.
- F. Cap exposed plastic laminate edges with material of same finish and pattern.
- G. Mechanically fasten backsplash to countertops with steel brackets at 16 inches on center.
- H. Apply cabinet liner to reverse side of plastic laminate finished surfaces.
- I. Provide cutouts for plumbing fixtures, inserts, appliances, outlet boxes, and other fixtures and fittings. Verify locations of cutouts from on-site dimensions. Seal cut edges.
- J. Accurately locate and securely install all hardware. Job adjust to operate properly and re-align doors, drawers, etc. as required for proper operation.

**PART 3 EXECUTION**

**3.1 PREPARATION**

- A. Verify adequacy of backing and support framing.
- B. Verify location and sizes of utility rough-in associated with work of this section.
- C. Field measurements: Verify all critical dimensions in field prior to fabrication.

**3.2 INSTALLATION**

- A. Do not proceed with casework installation until resilient flooring has been installed under casework locations.
- B. Set and secure casework in place rigid, plumb, and level, under provisions of Drawings.
- C. Carefully scribe casework, which is against other building materials, leaving gaps of 1/16 inch maximum. Do not use additional overlay trim for this purpose.
- D. Use purpose designed fixture attachments at concealed locations for wall mounted components.
- E. Use threaded steel concealed joints fasteners to align and secure adjoining cabinet units and counter tops.
- F. Secure cabinet and counter bases to floor using appropriate angles and anchorages.

- G. Counter-sink anchorage devices at exposed locations used to wall mount components, and conceal with solid plugs of material to match surrounding material. Finish flush with surrounding surfaces.
- H. After installation, fill gaps between casework and walls, soffits, etc. with sealant. Provide continuous bead of sealant at joint between cabinet base and flooring. Color to match cabinets.
- I. Adjust doors, drawers, hardware, fixtures and other moving or operating parts to function smoothly and correctly.
- J. Clean casework, counters, shelves, hardware, fittings and fixtures.

**END OF SECTION**

**SECTION 08520**

**ALUMINUM WINDOWS**

**PART 1 GENERAL**

**SYSTEM DESCRIPTION**

- A. **Performance requirements: Fabricate units to comply with these requirements and performance.**
1. Florida Building Code, 2004
  2. High Performance requirements of ANSI/AAMA A101, Section 3.
  3. Provide windows with 45-condensation resistance factor, under provisions of AAMA 1502.6.
  4. Limit air infiltration to 0.10 cubic feet per minute per foot of crack at edge of operable sash; tested by ASTM E283, for 20 percent of pressure resulting from design wind loading.
  5. **Structural Performance: Provide units with no failure or permanent deflection for a positive (inward) and negative (outward) test pressure of that meets or exceeds the design pressures shown on the Contract Documents, and the missile impact criteria.**
- B. **References:**
1. American Architectural Manufacturers Association (AAMA):
    - (a) AAMA 902.2
    - (b) AAMA 1502.6
  2. ANSI/AAMA 101-93 Voluntary Specifications for Aluminum Prime Windows and Sliding Doors.
  3. American Society for Testing and Materials (ASTM):
    - (a) A123-89 Specification for Zinc Coatings on Iron and Steel Products
    - (b) C509-91 Specification for Cellular Elastomeric Preformed Gasket and Sealants
    - (c) D2000-90 Classification System for Rubber Products in Automotive Applications
    - (d) E283-91 Test Method for Rate of Air Leakage Through Exterior Windows, Curtain Walls and Doors
    - (e) E330-90 Test Method for Structural Performance of Exterior Windows
    - (f) E331-89 Test Method for Water Penetration of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.
  4. ASCE 7-02 – Minimum Design Loads for Buildings and other Structures

**SUBMITTALS**



- C. **Product Data:** Manufacturer's specifications and catalog cuts, demonstrating compliance with Florida Building Code and containing product approval conforming to requirements of the Florida Building Code.
- D. **Shop Drawings:** Indicate elevations, locations, markings, quantities, materials, jamb conditions, metal thickness, sizes, shapes, dimensions, finishes, and wind pressures.
  - 1. Indicate locations for installing frames.
  - 2. Indicate methods of assembling, connecting, anchoring, fastening and bracing.
  - 3. Indicate types, material, finishes, sizes and locations of hardware.
  - 4. Indicate which panels of each window unit are operable and which are fixed.
  - 5. Identify each type of mullion and anchorage system.
  - 6. Identify maximum allowable design pressures for windows and mullions.
- E. **Samples:**
  - 1. Aluminum and color finish including metal materials, glass, screen and screen frame, and glazing gaskets.
  - 2. Sealants: Provide manufacturer color chart and sample for selection by Project Consultant.
  - 3. Rotary cranks.
- F. **Certification:** Provide certification required by the Florida Building Code from the manufacturer showing that each type, grade and size of window unit complies with requirements where the manufacturer's standard window units have been tested under provisions of specified tests and meet performance requirements specified.

#### **QUALITY ASSURANCE**

- G. **Regulatory Requirements:**
  - 1. Notify Uniform Building Code Inspector (UBCI) within 24-hours after completion of windows to arrange for inspection.
  - 2. Do not conceal anchors and connections until inspection is complete.
- H. **Single Source Responsibility:** Provide aluminum windows produced by a single manufacturer capable of showing prior production of units similar to those required.
- I. **Means of egress must comply with the requirements the FBC and Florida Fire Prevention Code without compromising the aesthetics of the windows.**
- J. **Coordination of Fabrication:**
  - 1. Check actual window openings in construction work by accurate field measurement before fabrication, and show recorded measurements on final shop drawings.
  - 2. Coordinate fabrication schedule with construction progress as directed by Contractor to avoid delay of work.
- K. **Deliver packaged materials in manufacturer's original, unopened, labeled containers.**
- L. **Store items to prevent damage to materials or structure and in approximate order of use to avoid excessive rehandling.**
- M. **Repair damaged materials and replace materials that cannot be repaired to original condition. Replace materials that are warped.**

- N. Protect exposed surfaces of metal with removable covering to prevent damage to finish. Protect metal while adjacent painting and caulking is being performed.

#### **WARRANTY**

- O. Submit written warranty, signed jointly by manufacturer, installer and Contractor, agreeing to replace aluminum window units, which fail in materials or installations within three (3) years of date of acceptance. The three (3) parties jointly and separately are responsible for the installation for the period stated herein.
- P. Failure of materials or installation: include, but not be limited to, excessive leakage or air infiltration, excessive deflections, faulty operation of sash, deterioration of finish or metal in excess or normal weathering and defects in hardware and weather-stripped.

### **PART 2 PRODUCTS**

#### **2.1 COMMERCIAL - FIXED WINDOWS**

- A. Shall be Series 3062, .125" inches thick, 2" inches deep, fixed window as manufactured by SOL-A-TROL Aluminum Products, Inc.
- B. Equivalent products by Efco, YKK AP America, and Superior Window Corp are acceptable.
- C. Other manufacturers seeking approval shall submit the required product information, certified test data, samples, and evidence of meeting the FBC "Product Approval Requirements" for review and acceptance by the Architect. A Professional Engineer registered in the State of Florida must certify compliance with all listed standards.
- D. Approval: Window system must meet current requirements for Florida Building Code Product Approval in compliance with ASCE 7-02 wind and missile impact requirements for the window system.
- E. Furnish any additional reinforcing materials determined to be required for compliance with ASCE 7-02 under this section.
- F. All window units shall meet the FBC requirements for missile impact resistance and any other code requirements.

#### **2.2 COMMERCIAL - CASEMENT WINDOWS**

- A. Shall be Series 3062, .125" inches thick, 2" inches deep, casement window as manufactured by SOL-A-TROL Aluminum Products, Inc.
- B. Equivalent products by Efco, YKK AP America and Superior Windows are acceptable.
- C. Other manufacturers seeking approval shall submit the required product information, certified test data and samples for review and acceptance by the Architect. Compliance with all listed standards must be certified by a Professional Engineer registered in the State of Florida.
- D. Approval: Window system must meet current Florida Building Code Product Approval in compliance with ASCE 7-02 wind and missile impact requirements for the window system.
- E. Any additional reinforcing materials determined to be required for compliance with ASCE 7-02 shall be furnished under this section.

#### **2.4 COMMERCIAL – SINGLE HUNG WINDOWS**

- F. Shall be Series 500-S, .078" inches thick, 2 3/4" inches deep, single hung window as manufactured by SOL-A-TROL Aluminum Products, Inc.
- G. Equivalent products by Efco, YKK AP America and Superior Windows are acceptable.
- H. Other manufacturers seeking approval shall submit the required product information,

certified test data and samples for review and acceptance by the Architect. Compliance with all listed standards must be certified by a Professional Engineer registered in the State of Florida.

- I. Approval: Window system must meet current Florida Building Code Product Approval in compliance with ASCE 7-02 wind and missile impact requirements for the window system.
- J. Any additional reinforcing materials determined to be required for compliance with ASCE 7-02 shall be furnished under this section.

## 2.5 MATERIALS

- A. Frame and vent members shall be extruded aluminum shapes of 6063-T5 alloy, having a minimum tensile strength of 22,000 PSI and minimum yield strength of 16,000 PSI
- B. Fasteners: Nonmagnetic stainless steel warranted by manufacturer to be non-corrosive and compatible with the aluminum window members, trim, hardware, anchors, and others components of the window units.
  1. Reinforcement: Where fasteners screw anchor into aluminum less than 0.125" thick, reinforce interior with nonmagnetic stainless steel to receive screw threads, or provide standard non-corrosive pressed in spline grommet nuts.
  2. Exposed fasteners shall not be used except where unavoidable for application of hardware. Match finish of adjoining metal.
  3. Phillips flat head machine screws shall be used for exposed fasteners.
- C. Anchors, Clips, and Window Accessories: Depending on strength and corrosion-inhibiting requirements, fabricate units of aluminum, nonmagnetic stainless steel, or hot-dip zinc coated steel or iron complying with ASTM A386.
- D. Compression Glazing Strips and Weather-stripping: At manufacturer's option, provide molded neoprene gaskets complying with ASTM D2000 Designation 2BC415 to 3BC620, molded PVC gaskets complying with ASTM D2287, or molded expanded neoprene gaskets complying with ASTM C509, Grade 4.
- E. Sealant: Unless otherwise indicated for sealants required within fabricated window units, provide type recommended by window manufacturer for joint size and movement, to remain permanently elastic, non-shrinking and non-migrating. Comply with paragraph 3.02 for application and installation of project sealants.
- F. Friction Shoes: Nylon or other non-abrasive, non-metallic, non-staining, non-corrosive durable material.

## 2.6 CONSTRUCTION AND FABRICATION

- A. Frame joints shall be neatly fitted with intersections between horizontal and vertical members notched and mechanically joined with two or more screws in integral screw grooves. Vent corners shall be mitered and welded to form a hairline watertight joint and afford maximum rigidity.
- B. General: Fabrication and accessories shall comply with the specified standards and windows units shall be re-glazable without dismantling of sash framing. Include complete system for assembly of components and anchorage of window units. Prepare sash for job site glazing if sashes are not pre-glazed at the factory.
- C. Window Sizes and Profiles: Required sizes of window units and profile requirements are as indicated on the Drawings. Details on Drawings are based upon standard details by on manufacturer. It is intended that similar details by other manufacturers will be acceptable, provided they comply with size requirements, minimum/maximum profile requirements, and performance standards as indicated or specified.
- D. Coordination of Fabrication: Verify actual window openings of construction work by accurate field measurement before fabrication and show recorded measurements on

final shop drawings. Coordinate fabrication schedule with construction progress to avoid delay of work.

- E. Pre-glazed Fabrication: At option of Contractor, pre-glaze window units at factor in lieu of job site glazing. Comply with requirements of ANSI/AAMA 102-88 and Glazing Section 08800.
- F. Provide means of drainage for water and condensation, which may accumulate in members of window units.
- G. Sliding Weather-stripping: Provide double weather-stripping using silicone-coated woven pile with polypropylene fin center complying with AAMA 701.
- H. Provide sub-frames with anchors for all window units as detailed, of profile and dimensions indicated but not less than 0.062" thickness extruded aluminum; with mitered or coped corners, welded and dressed smooth or with concealed mechanical joint fasteners; finish to match window units.
- I. Provide mullions and cover plates as detailed, matching window units, and complete with anchors for support and installation. Allow for erection tolerances and provide for movements of window units due to thermal expansion and building deflections.

## **2.7 HARDWARE**

- A. All hardware shall be stainless steel.
- B. Sash lock: Lever handle with cam lock.
- C. Threshold: Extruded aluminum sloped to exterior.
- D. Insect Screen Frames: Rolled aluminum of rectangular sections; fit frames with adjustable hardware.

## **2.8 GLAZING**

- A. Vents shall be inside glazed using a preformed butyl tape at the exterior and an EPDM drive in wedge at the interior with ¼" neoprene setting blocks at the sill and spacer shims at other sides. Glazing rabbet shall be a minimum of ¼" with a minimum edge bite on glass of ½". Full height aluminum glazing bead shall be supplied with nominal wall thickness of .050". Vents shall be designed to accommodate glass thicknesses from ¼" minimum up to 1" maximum. Unless otherwise indicated, glass thickness for this project shall be ¼" thickness. Refer to Section 08800 for glass type for glazing.
- B. Comply with applicable codes and regulations and with the Consumer Product Safety Commission CPSC 16 CFR 1201 and with applicable recommendations of Flat Glass.
- C. Provide labels showing glass manufacturer's identity, type of glass, thickness, and quality. Labels shall remain on glass until it has been set and approved by the Architect.

## **2.9 SCREENS**

- A. Screens shall be provided for each venting sash units indicated on the Drawings. Standard screens shall be an extruded aluminum frame with 18 by 16 dark coated fiberglass mesh. Screens shall be retained with either fixed rigid clips or integral extruded members with aluminum plungers as required.

## **2.10 FINISH**

- A. Sections shall be free of scratches and other serious surface blemishes and chemically cleaned.
- B. Both interior and exterior aluminum sections shall have the following finish:
  - 1. A44 anodized to 215-R1, prepared with a chemical C pre-treatment. Finish to be anodized to a standard color as selected by the Architect.

## **PART 3 EXECUTION**

### **INSTALLATION**

- A. Install windows under provisions of Section 08805 - Glass and Glazing and manufacturer's printed instructions and accepted shop drawings under direct supervision of manufacturer's representative(s).
- B. Erect windows plum, level and true.
  - 1. Do not distort windows by erection screws or fittings.
  - 2. After window erection, apply an even spray coat of liquid wax to window surfaces for protection against stains and scratches.
- C. Separate aluminum from masonry and ferrous metals by use of bituminous coating or gasketing to eliminate possibility of corrosion from electrolytic action.
- D. Protect work from corrosion, prime coat concealed steel stiffeners, anchors, brackets, fasteners and the like prior to installation and seal joints between window frames and building tightly and continuously.
- E. Maintain wire or clips holding ventilators closed in place until windows are completely erected and hardware is attached.
- F. Adjust operating sash and hardware to provide tight fit at contact points and at weather-stripping, and to ensure smooth operation and weathertight closure.
- G. Cleaning:
  - 1. Clean surfaces promptly after installation of windows, exercising care to avoid damage to protective coatings and finishes.
  - 2. Remove excess glazing and sealant compounds, dirt and other substances.
  - 3. Lubricate hardware and moving parts.
  - 4. Clean glass of preglazed units promptly after installation of windows.
- H. Protection: Provide protection to prevent damage to window units.

**END OF SECTION**

**SECTION IV**

**FULL TEXT OF ADMINISTRATIVE RESPONSES**

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
OFFICE OF FACILITIES & CONSTRUCTION

SHELLEY N. MELONI, R.A., NCARB, LEED® AP  
TASK ASSIGNED CHIEF FACILITIES & CONSTRUCTION OFFICER

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September 17, 2013

TO: Patrick O. Reilly, Chief Auditor  
Office of the Chief Auditor

FROM: Shelley N. Meloni, R.A., NCARB, LEED® AP  
Task Assigned Chief Facilities & Construction Officer

SUBJECT: MANAGEMENT RESPONSE TO OFFICE OF THE CHIEF AUDITOR,  
AUDIT REPORT FOR AUDIT COMMITTEE MEETING ON OCTOBER 10, 2013,  
REVIEW OF THE NORCREST ELEMENTARY SCHOOL, PHASED  
REPLACEMENT PHASE III of III, PROJECT #0561-24-01/P.000105 - FINANCIAL  
CLOSE OUT - FINAL CHANGE ORDER NO. 5, AGENDA ITEM JJ-99D

The following is Management's response to your e-mail of July 18, 2013, and the Review of the Norcrest Elementary School project as state above.

**FINDING #1 - The Office of Facilities and Construction (OFC) approved payments to the Construction Manager for charges that were not allowed per the Terms and Conditions of the CM Agreement as a Cost of the Work charge.**

**FINDING #1 - RECOMMENDATION:**

The District should seek a reimbursement in the amount of \$653,142.97 from the construction Manager for the questionable costs and strengthen controls over the payment process over construction projects.

**Finding #1 - MANAGEMENT RESPONSE:**

In Finding # 1 the Office of the Chief Auditor (OCA) recommends that the District should seek a reimbursement in the amount of \$643,142.97 from the Construction Manager for questionable costs, and strengthen controls over the payment process over construction projects. It is alleged that the Office of Facilities and Construction (OFC) approved payments to the Construction Manager for charges that were not allowed per the Terms and Conditions of the CM Agreement as a Cost of the Work charge.

The OFC recently enhanced procedures to strengthen controls over the payment process. See attached Contract Bulletin Nos. 016 and 036, both issued on January 31, 2013.

To the matter of reimbursement, the OFC's interpretation and application of the CM agreement differs from that of the OCA.

The OCA's **CONDITION** as to Finding # 1 stated, "*Our review of the Construction Manager's Final Cost of the Work Binders revealed that the Construction Manager was incorrectly paid for Cost of the Work that was included in the Construction Phase Fee and General Conditions Fee.*"

The OFC maintains that Construction Manager's Final Cost of the Work Binders were not the final determination used in establishing the Cost of Work as presented in the Financial Close-Out of the Project for the Final Credit Change Order. See EXHIBIT # 1 (Excel Spread Sheet of Comments; after five separate meetings with the CM.) They were used for the purpose of beginning discussions with the CM and the details of the cost items were amended after several deliberations with the CM. The final determination of the Cost of Work was as a result of amending the information contained within the original document.

The OFC previously reviewed and arrived at the recommendation for a Final Credit Change Order with respect to the Financial Close-Out, based on the following criteria:

[1] Construction Manager's Service

The CM Agreement supersedes the Project Manual, Divisions 0 and 1, when there is a conflict between both. See Article below:

**Article 3.5.1 Construction Phase**

*"The Construction Manager shall fully comply with the provision of the Owner's Project Manual, including but not limited to Division 0 and 1, and the attached General Conditions of this contract. In the event of a conflict between this Agreement and such documents the Agreement shall control."*

[2] GMP Amends The Agreement

GMP includes the Schedule of Values and Construction Scope of Work with Clarifications, Alternates and Exclusions. See Article below:

**Article 1.3 Entire Agreement** "...an Addendum to the Agreement shall be signed by the Owner and the Construction Manager, acknowledging the GMP amount and the drawings, specifications and other descriptive documents upon which the GMP is based......"

i. GMP Amendment - (Schedule of Values)

- GMP Amendment includes a detailed Schedule of Values - Distribution for Cost of Work (COW); see Article 8 below:
  - a. **Article 8 Payments to the Construction Manager, 8.1 Schedule of Values: (.3)** "The Construction Manager's Schedule of Values apportions the GMP among the different



*elements of the required Work for purposes of periodic and final payments and shall be submitted as detailed support for the Contractor's monthly Application for Payment."*

ii. Surveying - Schedule of Values

- GMP Amendment includes Schedule of Values - Cost of Work
- See Schedule of Values in GMP Amendment (COW)
  - a. **Division 2 Section 02200 Paragraph 1.4.A BENCH MARKS:** *"Employ an experienced and competent State of Florida licensed surveyor to establish the benchmarks, determine all lines and grades."*

As required, Division 2 Section 02200 Paragraph 1.4.A BENCH MARKS establishes that a State of Florida licensed surveyor is to be employed for the transferring of benchmarks, and to include the determination of all lines and grades. The CM's Schedule of Values and the list of Sub-Contracts provided evidence that the services were classified as a Cost of Work item.

iii. Final Cleaning - Schedule of Values (COW)

- Division 1 Section 01740 CLEANING
  - a. **Division 1 Section 01740 CLEANING Paragraph 1.6 QUALITY ASSURANCE (A) Cleaning:** (1) *"Employ experienced workers or professional cleaners for Final Cleaning"*
  - b. Division 2 through 17: Cleaning for specific products or elements of the Work

As required, Division 1 Paragraph 1.6 QUALITY ASSURANCE (A) Cleaning: establishes that experienced workers or professional cleaners are to be employed for the final cleaning . The CM's Schedule of Values and the list of Sub-Contracts provided evidence that the services were classified as a Cost of Work item.

iv. Temporary Fencing - Schedule of Values & Division 1

Temporary Fencing interpreted to be COW by OFC:

- See Schedule of Values in GMP Amendment - Temporary Fencing defined as COW
- **Section 01560 TEMPORARY BARRIERS AND ENCLOSURES**
  - a. **Paragraph 1.4 A.** *"Provide barriers to prevent unauthorized entry to construction areas to allow for the Owner's use of site, and protect existing facilities and adjacent properties from damage from construction activities."*

- b. *Paragraph 1.5 A. "Prior to the start of Construction Activities: provide temporary 6 foot high enclosures/ fencing around construction site; equipped with vehicular and pedestrian gates."*

As required, Division 1 Section 01560 TEMPORARY BARRIERS AND ENCLOSURES provides for barriers to prevent unauthorized entry to construction areas to allow for the Owner's use of site, and protect existing facilities and adjacent properties from damage from construction activities. The CM's Schedule of Values and the list of Sub-Contracts provided evidence that the services were classified as a Cost of Work item.

v. General Requirement Division 1

Cost of Work per GMP Amendment

- See the Schedule of Values:
  - a. *Item 2111 Surveying;*
  - b. *Item 2110 Demo;*
  - c. *Item 2821 Fencing and Gates and Final Cleaning*

[3] General Conditions

Description of General Conditions Items included in the CM Fees.

*Article 7 Construction Manager's Fees see paragraph 7.1 "General Conditions include items of Labor, Materials and Services set forth in General Conditions."*

*Article 26.02 Subsection 04, 06, 09, 10, 13, 15, 16, and 18*

[4] CM's Affidavit vs. Sub-Contractors' Sworn Statement

*Article 8 Payments To the Construction Manager 8.16 (.1) ".....An Affidavit that Construction Manager's obligations to all subcontractors, laborers, equipment or suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;...."*

*Article 5.2.03 "Prior to being entitled to receive final payment, and as a condition precedent thereto, the Construction Manager shall provide the Owner, in the form and manner required by Owner, if any, the following (.1) An affidavit that Construction Manager's obligations to all subcontractors, laborers, equipment or suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied."*

[5] Change Orders using Owner's Savings

Funding Additional Scope:

*Article 6 Guaranteed Maximum Price for Construction*

- *6.1.2 "..... The Owner may utilize funds from the Owner saving line item in the Schedule of Values to fund added scope change orders."*

[6] Additional Cost Item of Work not included in GMP

For Example:

Additional Demolition Scope of Work shown on drawings but not included in the original  
demolition Sub-Contractor's scope of work.

*Article 25 Construction Manager's Fees 25.1 (4) "The Construction Manager shall not be paid overhead and profit on any additional cost item of work not included in the GMP, for which the Construction Manager to the best of its ability should have reasonably discovered in their review of Contract Documents (see also Paragraph 3.3.2 and exhibits G and H), review of other project documentation and existing site conditions."*

SNM/SVC/DAA:djc

Attachment (Exhibit 1)

c: Sonja V. Coley, Senior Project Manager, Construction  
Dave A. Archer, Project Manager III  
Audit Response File, Office of Facilities & Construction  
Project File, Document Control

**SBBC**  
FACILITIES & CONSTRUCTION MANAGEMENT

EXHIBIT 1

NORCREST ELEMENTARY SCHOOL  
3951 NE 16th AVENUE  
POMPANO BEACH, FLORIDA  
Project No: 0561-24-01

CLOSEOUT  
SUBCONTRACT CO REVIEW - REVISED PER MEETING

APRIL 11, 2012

TE / COMPARISON - DETAIL

ITEM #	DESCRIPTION	CONTRACTOR					CMS					ALL DELTAS	UNAPPROVED COST			APPROVED COST				3/21/2012 MTG COMMENTS	3/22/2012 STILES COMMENTS	2/29/2012 MTG COMMENTS	6/13/2012 COMMENTS			
		QTY	UNIT	% or \$'s/UNIT	SUB-TOTALS	TOTALS	QTY	UNIT	% or \$'s/UNIT	SUB-TOTALS	TOTALS		NO ENTITLEMENT ACCEPTED BY STILES AT PREVIOUS MEETING	ITEM WITH APPROVED ENTITLEMENT BUT WITH A DELTA BETWEEN THE SUBMITTED AMOUNT AND THE CMS REVIEWED AMOUNT	ITEMS OF COST REQUIRED TO MEET MILESTONES DURING THE PROJECT	PREVIOUSLY EVALUATED	CUD	OWNER REQUEST	ERRORS & OMISSIONS							
<b>10</b>	<b>KEITH &amp; ASSOCIATES</b>																			#REF!				ORIGINAL CONTRACT AMOUNT		
10.001	RECONCILIATION TO SUBCONTRACT	1.00	LS	(14,004.00)	(14,004.00)					(14,004.00)														RECONCILIATION OF SUBCONTRACT / CUD - PROVIDE BACKUP PROPER BACKUP EXPLAINING THE RECONCILIATION CALCULATIONS SHOULD BE PROVIDED PROVIDE SUBCONTRACT COs		
	ORIGINAL CONTRACT					1.00	LS	27,360.00																		
	REVISED SUBCONTRACT AMOUNT					1.00	LS	14,913.75																		
	DIFFERENCE = RECON. AMOUNT									(12,446.25)																
	ADJUSTMENT																									
10.001	RECONCILIATION TO SUBCONTRACT									(14,004.00)	0.00				(14,004.00)										RECONCILIATION OF SUBCONTRACT / CUD - PROVIDE BACKUP	
<b>10</b>	<b>KEITH &amp; ASSOCIATES</b>																							FINAL SUBCONTRACT AMOUNT		
	<b>TOTAL</b>									<b>(14,004.00)</b>																
<b>11</b>	<b>MIAMI WRECKING COMPANY</b>																							ORIGINAL SUBCONTRACT AMOUNT		
11.001	ADDITIONAL DEMOLITION TO EXISTING CHILLER NOT SHOWN ON PLANS TO MAKE ROOM FOR THE NEW CHILLER DEDUCT COST IN ORIGINAL CONT					(1,460.00)																		CONSULTANT OMISSION		
	330 EXCAVATOR W/OPP	(1.00)	DAY	1,300.00	(1,300.00)					(1,300.00)																
	OPERATOR	(8.00)	HR	IN ABOVE							(8.00)	HR	44.10	(352.80)												
	LABORER	(8.00)	HR	20.00	(160.00)					(160.00)	(8.00)	HR	34.24	(273.95)												
	NEW WORK									9,680.00																
	BOBCAT	1.00	DAY	2,000.00	2,000.00						1.00	DAY	225.00	225.00												
	OPERATOR	8.00	HR	IN ABOVE							8.00	HR	44.10	352.80												
	COMPRESSOR	1.00	DAY	IN ABOVE							1.00	DAY	125.00	125.00												
	LABORER	384.00	HR	20.00	7,680.00						384.00	HR	34.24	13,149.66												
	DISCOUNT	1.00	LS	(1,000.00)	(1,000.00)					(1,000.00)																
	ADJUSTMENT																								(5,405.71)	
11.001	ADDITIONAL DEMOLITION TO EXISTING CHILLER NOT SHOWN ON PLANS TO MAKE ROOM FOR THE NEW CHILLER					7,220.00				7,220.00	0.00													CONSULTANT OMISSION		
<b>11</b>	<b>MIAMI WRECKING COMPANY</b>																							FINAL SUBCONTRACT AMOUNT		
	<b>TOTAL</b>					<b>7,220.00</b>				<b>7,220.00</b>																
<b>12</b>	<b>AMERICAN ENGINEERING AND DEVELOPMENT CORP</b>																							ORIGINAL SUBCONTRACT AMOUNT		
12.001	SITWORK TAX SAVINGS DOPP CREDIT BACK TO SBBC FOR CONCRETE AND VARIOUS MISC SITE ACCESSORIES/DRAINS/PVC/CONNECTIO NS/ETC	1.00	LS	(198,401.20)	(198,401.20)	(198,401.20)					1.00	LS	(198,401.20)	(198,401.20)											THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF DOP	
12.001	SITWORK TAX SAVINGS DOPP CREDIT BACK TO SBBC FOR CONCRETE AND VARIOUS MISC SITE ACCESSORIES/DRAINS/PVC/CONNECTIO NS/ETC					(198,401.20)				(198,401.20)	0.00				(198,401.20)										THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF DOP	
12.002	ADDITIONAL LIMEROCK FOR AN ADDITIONAL TEMPORARY PARKING LOT THAT WAS NEEDED					1,196.25				1,246.30															ENTITLED OWNER REQUEST	NO ENTITLEMENT - GC OR BC
	ROLLER	2.00	HR	70.00	140.00						2.00	HR	59.38	118.75												
	LIMEROCK	42.25	TN	25.00	1,056.25						42.25	TN	24.60	1,039.35												
	OPERATOR			IN ABOVE							2.00	HR	44.10	88.20												
	ADJUSTMENT																								(50.05)	
12.002	ADDITIONAL LIMEROCK FOR AN ADDITIONAL TEMPORARY PARKING LOT THAT WAS NEEDED					1,196.25				1,196.25	(0.00)				(0.00)										OWNER REQUEST	NO ENTITLEMENT - GC OR BC
12.003	SITWORK/DEMO OF EXISTING DRAINAGE PIPE ON THE WEST SIDE OF THE BUILDING/ADDITIONAL WORK FROM AN OPEN PERMIT FROM OLD CONTRACTOR					7,140.00				5,909.13															CUD	CONSULTANT OMISSION
	4/22/08 T & M																									
	FORMAN	5.00	HR	100.00	500.00						5.00	HR	45.72	228.60												
	PIPE LAYER	5.00	HR	40.00	200.00						5.00	HR	43.72	218.60												
	LABORER (2)	10.00	HR	30.00	300.00						10.00	HR	34.24	342.44												
	BACKHOE	5.00	HR	120.00	600.00						1.00	DA	225.00	225.00												
	LOADER	5.00	HR	100.00	500.00						1.00	DA	350.00	350.00												
	OPERATOR			IN ABOVE							10.00	HR	44.10	441.00												
	4/23/08 T & M																									
	FORMAN	4.00	HR	100.00	400.00						4.00	HR	45.72	182.88												











ITEM #	DESCRIPTION	CONTRACTOR					CMS					ALL DELTAS	UNAPPROVED COST			APPROVED COST				3/21/2012 MTG COMMENTS	3/2/2012 STILES COMMENTS	2/29/2012 MTG COMMENTS	6/13/2012 COMMENTS					
		QTY	UNIT	% or \$'s/UNIT	SUB-TOTALS	TOTALS	QTY	UNIT	% or \$'s/UNIT	SUB-TOTALS	TOTALS		NO ENTITLEMENT ACCEPTED BY STILES AT PREVIOUS MEETING	ITEM WITH APPROVED ENTITLEMENT BUT WITH A DELTA BETWEEN THE SUBMITTED AMOUNT AND THE CMS REVIEWED AMOUNT	ITEMS OF COST REQUIRED TO MEET MILESTONES DURING THE PROJECT	PREVIOUSLY EVALUATED	CUD	OWNER REQUEST	ERRORS & OMISSIONS									
22.008	IRRIGATION PUMP NEEDED - EXISTING IS NO LONGER WORKING. ADDITIONAL LANDSCAPING PER EXISTING				3,367.00					2,082.00	(1,285.00)									#REF!	0.00	No comment required	UNFORESEEN / CUD	UNFORESEEN / CUD				
22	TROPIC LANDSCAPING	TOTAL			54,575.45					53,290.45														FINAL SUBCONTRACT AMOUNT				
23	TILTCON																							ORIGINAL SUBCONTRACT AMOUNT				
23.001	DOP DEDUCT TO TILT-CONS CONTRACT FOR CONCRETE AND REBAR WHICH INCLUDES 6% SALES TAX	1.00	LS	(462,646.54)	(462,646.54)	(462,646.54)				1.00	LS	(462,646.54)	(462,646.54)	(462,646.54)										THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF DOP				
23.001	DOP DEDUCT TO TILT-CONS CONTRACT FOR CONCRETE AND REBAR WHICH INCLUDES 6% SALES TAX				(462,646.54)	(462,646.54)									0.00		(462,646.54)							THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF DOP				
23.002	TILT CON/PROVIDE ADDITIONAL MASONRY REBAR NOT BOUGHT OUT IN MASONRY CONTRACT MISSED IN ESTIMATE				39,268.23	39,268.23																		BUY-OUT	NO ENTITLEMENT BACKCHARGE TO MASON			
23.002	TILT CON/PROVIDE ADDITIONAL MASONRY REBAR NOT BOUGHT OUT IN MASONRY CONTRACT MISSED IN ESTIMATE				39,268.23	39,268.23																			BUY-OUT	NO ENTITLEMENT		
23.003	TILT WALL CONCRETE/PLAN REVISIONS TO BUILDING DEPARTMENT COMMENTS AND DESIGN CHANGES GMP AGREEMENT	1.00	LS	240,311.00	240,311.00	240,311.00				1.00	LS	240,311.00	240,311.00	240,311.00											THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF THE GMP AMENDMENT			
23.003	TILT WALL CONCRETE/PLAN REVISIONS TO BUILDING DEPARTMENT COMMENTS AND DESIGN CHANGES GMP AGREEMENT				240,311.00	240,311.00									0.00		240,311.00								THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF THE GMP AMENDMENT			
23.004	TILT WALL ADDED GENERATOR BUILDING ASI #2 CHANGE ORDER#2	1.00	LS	6,148.00	6,148.00	6,148.00				1.00	LS	6,148.00	6,148.00	6,148.00											THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF CO #2			
23.004	TILT WALL ADDED GENERATOR BUILDING ASI #2 CHANGE ORDER#2				6,148.00	6,148.00									0.00		6,148.00								THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF CO #2			
23.005	ADDITIONAL MANPOWER TO FORM THE BEAMS AND COLUMNS				14,331.90	14,331.90																			DISPUTED	NO ENTITLEMENT		
	CO #6 CARPENTERS	473.00	HR	30.00	14,190.00	14,190.00																						
	BOND	14,190.00	\$	1.00%	141.90	141.90																						
	CO #7 CARPENTERS	9.00	HR	30.00	270.00	270.00																						
	CONCRETE	1.00	CY	90.00	90.00	90.00																						
	2" PUMP	2.00	HR	150.00	300.00	300.00																						
	BOND	660.00	\$	0.01	6.60	6.60																						
	TAX	90.00	\$	6.00%	5.40	5.40																						
	ADJUSTMENT				(0.90)	(0.90)																						
23.005	ADDITIONAL MANPOWER TO FORM THE BEAMS AND COLUMNS				15,003.00	15,003.00									(15,003.00)		(15,003.00)								Due to the nature of existing conditions of the administration building and the phasing of the life safety components the SBBC had authorized overtime to get Building #15 operational before expected time.	DISPUTED	NO ENTITLEMENT	
23.006	TILT WALL RECONCILE TAX SAVINGS DOPP APPROVED TO TILT CON	1.00	LS	33,211.00	33,211.00	33,211.00				1.00	LS	33,211.00	33,211.00	33,211.00												THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF DOP		
23.006	TILT WALL RECONCILE TAX SAVINGS DOPP APPROVED TO TILT CON				33,211.00	33,211.00									0.00		33,211.00									THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF DOP		
23.007	MEDIA CENTER CHANGES NOT SHOWN IN THE DRAWINGS (CUD #3)	1.00	LS	6,531.00	6,531.00	6,531.00				1.00	LS	6,531.00	6,531.00	6,531.00												THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF CUD #3		
23.007	MEDIA CENTER CHANGES NOT SHOWN IN THE DRAWINGS (CUD #3)				6,531.00	6,531.00									0.00		6,531.00									THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF CUD #3		
23	TILTCON	TOTAL			(122,174.31)	(122,174.31)																			see above	FINAL SUBCONTRACT AMOUNT		
24	PRESTRESS CONCRETE, INC																								ORIGINAL SUBCONTRACT AMOUNT			
24.001	PRECAST-APPROVED ADDITIONAL TIME FOR WORK PERFORMED ON SATURDAY NEEDED FOR THE SAFETY OF THE SCHOOL	1.00	LS	1,068.00	1,068.00	1,068.00																			DISPUTED	NO ENTITLEMENT		
24.001	PRECAST-APPROVED ADDITIONAL TIME FOR WORK PERFORMED ON SATURDAY NEEDED FOR THE SAFETY OF THE SCHOOL				1,068.00	1,068.00									(1,068.00)		(1,068.00)									0.00	DISPUTED	NO ENTITLEMENT
24.002	ADDITIONAL JOISTS PER CHANGE ORDER #1	1.00	LS	3,038.00	3,038.00	3,038.00				1.00	LS	3,038.00	3,038.00	3,038.00													THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF CO #1	
24.002	ADDITIONAL JOISTS PER CHANGE ORDER #1				3,038.00	3,038.00									0.00		3,038.00									THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF CO #1		
24	PRESTRESS CONCRETE, INC	TOTAL			4,106.00	4,106.00																				Due to the nature of existing conditions of the administration building and the phasing of the life safety components the SBBC had authorized overtime to get Building #15 operational before expected time.	FINAL SUBCONTRACT AMOUNT	
25	SOUTHERN STATE MASONRY, INC																								ORIGINAL SUBCONTRACT AMOUNT			
25.001	BLOCK TAX SAVINGS DOPP CREDIT BACK TO SBBC FOR BLOCK	1.00	LS	(42,425.00)	(42,425.00)	(42,425.00)				1.00	LS	(42,425.00)	(42,425.00)	(42,425.00)												THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF DOP		



ITEM #	DESCRIPTION	CONTRACTOR					CMS					ALL DELTAS	UNAPPROVED COST			APPROVED COST				3/21/2012 MTG COMMENTS	3/2/2012 STILES COMMENTS	2/29/2012 MTG COMMENTS	6/13/2012 COMMENTS	
		QTY	UNIT	% or \$'s/UNIT	SUB-TOTALS	TOTALS	QTY	UNIT	% or \$'s/UNIT	SUB-TOTALS	TOTALS		NO ENTITLEMENT ACCEPTED BY STILES AT PREVIOUS MEETING	ITEM WITH APPROVED ENTITLEMENT BUT WITH A DELTA BETWEEN THE SUBMITTED AMOUNT AND THE CMS REVIEWED AMOUNT	ITEMS OF COST REQUIRED TO MEET MILESTONES DURING THE PROJECT	PREVIOUSLY EVALUATED	CUD	OWNER REQUEST	ERRORS & OMISSIONS					
25.001	BLOCK TAX SAVINGS DOPP CREDIT BACK TO SBBC FOR BLOCK					(42,425.00)					(42,425.00)	0.00				(42,425.00)					#REF!			THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF DOP
25.002	ADDITIONAL BLOCK IN AROUND ELEVATORS, NOT SHOWN ON PLANS	1.00	HR	72.50	72.50	1,075.90	1.00	HR	42.74	42.74	846.49												CONSULTANT OMISSION	CONSULTANT OMISSION
	SUPERVISION	6.00	HR	57.50	345.00		6.00	HR	40.74	244.43														
	LABOR	12.00	HR	42.50	510.00		12.00	HR	34.24	410.93														
	MATERIAL	1.00	LS	148.40	148.40		1.00	LS	148.40	148.40														
25.002	ADDITIONAL BLOCK IN AROUND ELEVATORS, NOT SHOWN ON PLANS					1,075.90					846.49	(229.41)			(229.41)					846.49	0.00	No response required	CONSULTANT OMISSION	CONSULTANT OMISSION
25.003	ADDED BLOCK/PLAN REVISIONS TO BUILDING DEPARTMENT COMMENTS AND DESIGN CHANGES GMP AGREEMENT	1.00	LS	50,706.00	50,706.00	50,706.00	1.00	LS	50,706.00	50,706.00	50,706.00													THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF GMP AMENDMENT
25.003	BUILDING DEPARTMENT COMMENTS AND DESIGN CHANGES GMP AGREEMENT					50,706.00					50,706.00	0.00				50,706.00								THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF GMP AMENDMENT
25.004	ADDITIONAL BLOCK PER ADDED GENERATOR BUILDING ASI #2 CHANGE ORDER #2	1.00	LS	7,251.00	7,251.00	7,251.00	1.00	LS	7,251.00	7,251.00	7,251.00													THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF CO #2
25.004	PER ADDED GENERATOR BUILDING ASI #2 CHANGE ORDER #2					7,251.00					7,251.00	0.00				7,251.00								THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF CO #2
26.005	CREDIT BACK FROM UNUSED DOPP	1.00	LS	189.00	189.00	189.00	1.00	LS	189.00	189.00	189.00													THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF DOP
26.005	CREDIT BACK FROM UNUSED DOPP					189.00					189.00	0.00				189.00								THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF DOP
25.006	MEDIA CENTER CHANGES NOT SHOWN ON PLANS																							
	ADDITIONAL BLOCK TO ADJUST WINDOW OPENING IN BLDG #6 NOT SHOWN CORRECTLY ON PLANS	1.00	LS	977.00	977.00	977.00					825.90												UNFORESEEN	CONSULTANT OMISSION
	LABOR						8.00	HR	40.74	325.90														
	MATERIALS						1.00	LS	500.00	500.00														
25.006	MEDIA CENTER CHANGES NOT SHOWN ON PLANS					977.00					825.90	(151.10)			(151.10)					825.90	0.00	no response required	UNFORESEEN	CONSULTANT OMISSION
25	<b>SOUTHERN STATE MASONRY, INC</b>					<b>17,773.90</b>					<b>17,393.39</b>													<b>FINAL SUBCONTRACT AMOUNT</b>
26	<b>TAILORED FOAM OF FLORIDA, INC</b>																							<b>ORIGINAL SUBCONTRACT AMOUNT</b>
26.001	TAILORED FOAM ADD PER CHANGES BLOCK/PLAN REVISIONS TO BUILDING DEPARTMENT COMMENTS AND DESIGN CHANGES GMP AMENDMENT	1.00	LS	1,135.00	1,135.00	1,135.00	1.00	LS	1,135.00	1,135.00	1,135.00													THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF GMP AMENDMENT
26.001	TAILORED FOAM ADD PER CHANGES BLOCK/PLAN REVISIONS TO BUILDING DEPARTMENT COMMENTS AND DESIGN CHANGES GMP AMENDMENT					1,135.00					1,135.00	0.00				1,135.00								THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF GMP AMENDMENT
26	<b>TAILORED FOAM OF FLORIDA, INC</b>					<b>1,135.00</b>					<b>1,135.00</b>													<b>FINAL SUBCONTRACT AMOUNT</b>
27	<b>STEEL FABRICATORS, LLC</b>																							<b>ORIGINAL SUBCONTRACT AMOUNT</b>
27.001	MISC METAL TAX SAVINGS DOPP CREDIT BACK TO SBBC FOR DECK, JOISTS, AND GIRDERS	1.00	LS	(63,075.30)	(63,075.30)	(63,075.30)	1.00	LS	(63,075.30)	(63,075.30)	(63,075.30)													THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF THE DOP
27.001	MISC METAL TAX SAVINGS DOPP CREDIT BACK TO SBBC FOR DECK, JOISTS, AND GIRDERS					(63,075.30)					(63,075.30)	0.00				(63,075.30)								THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF THE DOP
27.002	MISC METALS CHANGES PER PLAN REVISIONS TO BUILDING DEPARTMENT COMMENTS AND DESIGN CHANGES GMP AMENDMENT	1.00	LS	37,351.90	37,351.90	37,351.90	1.00	LS	37,351.90	37,351.90	37,351.90													THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF GMP AMENDMENT
27.002	MISC METALS CHANGES PER PLAN REVISIONS TO BUILDING DEPARTMENT COMMENTS AND DESIGN CHANGES GMP AMENDMENT					37,351.90					37,351.90	0.00				37,351.90								THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF GMP AMENDMENT
27.003	ADDITIONAL JOIST NEEDED AT FIRE PUMP ROOM NOT SHOWN ON PLANS AND MISSED FOR CHANGE ORDER #1																						CONSULTANT OMISSION	CONSULTANT OMISSION
	MATERIAL					1,100.00					1,100.00													PROVIDE SIGNED TICKETS 100066 & 10069
	JOIST	1.00	LS	700.00	700.00		1.00	LS	700.00	700.00														NEED QUAN BACKUP
	DECK	1.00	LS	400.00	400.00		1.00	LS	400.00	400.00														NEED QUAN BACKUP
	LABOR					1,745.00					1,739.76													
	SUPERINTENDENT	1.00	HR	80.00	80.00		1.00	HR	IN OH	0.00														
	FORMAN	6.00	HR	75.00	450.00		6.00	HR	67.17	403.00														
	IRONWORKER	16.00	HR	65.00	1,040.00		16.00	HR	65.17	1,042.67														
	CRANE & OPERATOR	1.00	HR	175.00	175.00		1.00	HR	294.10	294.10														
	TAX	1,100.00	\$	6.00%	66.00	66.00	1,100.00	\$	6.00%	66.00	66.00													
	MARKUP	2,911.00	\$	14.02%	408.00	408.00	2,905.76	\$	14.00%	406.81	406.81													
	BOND	3,319.00	\$	0.99%	33.00	33.00	3,312.57	\$	1.00%	33.13	33.13													
	ADJUSTMENT										6.30													
27.003	ADDITIONAL JOIST NEEDED AT FIRE PUMP ROOM NOT SHOWN ON PLANS AND MISSED FOR CHANGE ORDER #1					3,352.00					3,352.00	(0.00)			(0.00)					3,352.00		No response required	CONSULTANT OMISSION	CONSULTANT OMISSION
27.004	ADDITIONAL OVERTIME FOR SATURDAY SEPTEMBER 9, 2008 TO GET THE CRANE OFF THE JOBSITE TO KEEP THE KIDS SAFE					2,104.00					0.00												DISPUTED	NO ENTITLEMENT - SAFETY / SCHEDULING ISSUE
	SHOP LABOR	4.00	HR	50.00	200.00																			
	SUPERINTENDENT	4.00	HR	40.00	160.00																			
	FOREMAN	10.00	HR	37.50	375.00																			
	IRONWORKER	24.00	HR	32.50	780.00																			
	OPERATOR	8.00	HR	37.50	300.00																			

ITEM #	DESCRIPTION	CONTRACTOR					CMS					ALL DELTAS	UNAPPROVED COST			APPROVED COST				3/21/2012 MTG COMMENTS	3/22/2012 STILES COMMENTS	2/29/2012 MTG COMMENTS	6/13/2012 COMMENTS					
		QTY	UNIT	% or \$'s/UNIT	SUB-TOTALS	TOTALS	QTY	UNIT	% or \$'s/UNIT	SUB-TOTALS	TOTALS		NO ENTITLEMENT ACCEPTED BY STILES AT PREVIOUS MEETING	ITEM WITH APPROVED ENTITLEMENT BUT WITH A DELTA BETWEEN THE SUBMITTED AMOUNT AND THE CMS REVIEWED AMOUNT	ITEMS OF COST REQUIRED TO MEET MILESTONES DURING THE PROJECT	PREVIOUSLY EVALUATED	CUD	OWNER REQUEST	ERRORS & OMISSIONS									
	TAX	200.00	\$	6.00%	12.00																#REF!							
	MARKUP	1,827.00	\$	14.01%	256.00																							
	BOND	2,083.00	\$	1.01%	21.00																							
27.004	ADDITIONAL OVERTIME FOR SATURDAY SEPTEMBER 9, 2008 TO GET THE CRANE OFF THE JOBSITE TO KEEP THE KIDS SAFE					2,104.00				0.00			(2,104.00)								0.00		DISPUTED		NO ENTITLEMENT - SAFETY / SCHEDULING ISSUE			
27.005	MISC METALS /ADD PER ASI 31 (ADDED FIRE PUMP ROOM) CHANGE ORDER #1	1.00	LS	2,306.00	2,306.00	2,306.00	1.00	LS	2,306.00	2,306.00	2,306.00														THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF CO #1			
27.005	MISC METALS /ADD PER ASI 31 (ADDED FIRE PUMP ROOM) CHANGE ORDER #1					2,306.00				2,306.00			0.00	2,306.00												THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF CO #1		
27.006	ADDITIONAL JOIST, ANGLE AND DECK PER ADDED GENERATOR BUILDING ASI #2 CHANGE ORDER #2	1.00	LS	5,813.00	5,813.00	5,813.00	1.00	LS	5,813.00	5,813.00	5,813.00															THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF CO #2		
27.006	ADDITIONAL JOIST, ANGLE AND DECK PER ADDED GENERATOR BUILDING ASI #2 CHANGE ORDER #2					5,813.00				5,813.00			0.00	5,813.00												THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF CO #2		
27.007	ADDITIONAL ANGLE FOR DECKING AND SUPPORTS NEEDED NOT SHOWN ON PLANS																						DISPUTED		NO ENTITLEMENT - SUBCONTRACTED WORK (NO MATERIAL INVOLVED AND NO TICKETS PROVIDED) PROVIDE SIGNED TICKETS 12415, 12417, 12418 & 12419			
27.007	LABOR ADJUSTMENT	97.00	HR	65.00	6,305.00	6,305.00	97.00	HR	65.17	6,321.16	6,321.16	(16.16)														NO ENTITLEMENT - SUBCONTRACTED WORK (NO MATERIAL INVOLVED AND NO TICKETS PROVIDED)		
27.007	ADDITIONAL ANGLE FOR DECKING AND SUPPORTS NEEDED NOT SHOWN ON PLANS					6,305.00				6,305.00			0.00		6,305.00						UNFORESEEN / CUD		DISPUTED		This was an unforeseen in the field when we removed the existing roof there were no angle to attach the deck so we needed to add it.	NO ENTITLEMENT - SUBCONTRACTED WORK (NO MATERIAL INVOLVED AND NO TICKETS PROVIDED)		
27.008	METAL/ADDITIONAL WORK ON PARTITION BEAMS DUE TO LENGTHENED PARTITION PLAN CONFLICT					813.00				813.00																CONSULTANT OMISSION PROVIDE SIGNED TICKETS 12422 EXPLAIN WHY PARTITIONS WERE LENGTHENED		
27.008	IRONWORKER	8.00	HR	65.00	520.00	520.00	8.00	HR	65.17	520.00	520.00																CONSULTANT OMISSION	
27.008	EQUIPMENT RENTAL	1.00	LS	186.00	186.00	186.00	1.00	LS	186.00	186.00	186.00																	
27.008	MARKUP	706.00	\$	14.02%	99.00	99.00	706.00	\$	14.02%	99.00	99.00																	
27.008	BOND	805.00	\$	0.99%	8.00	8.00	805.00	\$	0.99%	8.00	8.00																	
27.008	METAL/ADDITIONAL WORK ON PARTITION BEAMS DUE TO LENGTHENED PARTITION PLAN CONFLICT					813.00				813.00			0.00													CONSULTANT OMISSION		
27.009	MISC METALS/APPROVED COST ASSOCIATED WITH REWORKING ON ANGLE BRACING ON CURTAIN WALL TO ACCOMMODATE CEILING, PLAN CONFLICT UNFORESEEN CONDITION					1,198.00				1,198.00																CONSULTANT ERROR PROVIDE SIGNED TICKETS 11615 EXPLAIN WHY BRACING HAD TO BE REWORKED TO ACCOMMODATE CLG GRID.		
27.009	IRONWORKER	16.00	HR	65.00	1,040.00	1,040.00	16.00	HR	65.00	1,040.00	1,040.00																	
27.009	MARKUP	1,040.00	\$	14.04%	146.00	146.00	1,040.00	\$	14.04%	146.00	146.00																	
27.009	BOND	1,186.00	\$	1.01%	12.00	12.00	1,186.00	\$	1.01%	12.00	12.00																	
27.009	MISC METALS/APPROVED COST ASSOCIATED WITH REWORKING ON ANGLE BRACING ON CURTAIN WALL TO ACCOMMODATE CEILING, PLAN CONFLICT UNFORESEEN CONDITION					1,198.00				1,198.00			0.00													CONSULTANT ERROR		
27.010	ADDITIONAL STEEL BRACING FOR BOLLARDS					1,374.00				423.58																CONSULTANT ERROR		
27.010	MATERIAL 2 EA PLATES 3/4" X 21 1/2" X 2'-2"	119.00	LB	0.85	101.00	101.15	119.00	LB	0.85	101.15	101.15															PROVIDE SIGNED TICKETS 12682		
27.010	SHOP LABOR	3.00	HR	50.00	150.00	150.00	3.00	HR	65.17	195.50	195.50																	
27.010	SUPERINTENDENT	2.00	HR	80.00	160.00	160.00	2.00	HR	67.17	134.34	134.34																	
27.010	FORMAN	12.00	HR	75.00	900.00	900.00	12.00	HR	65.17	782.04	782.04																	
27.010	IRONWORKER						1.00	HR	65.17	65.17	65.17																	
27.010	TAX	101.00	\$	14.85%	15.00	15.00	101.15	\$	6.00%	6.07	6.07																	
27.010	MARKUP	1,326.00	\$	2.56%	34.00	34.00	367.89	\$	14.00%	51.50	51.50																	
27.010	BOND	1,360.00	\$	1.03%	14.00	14.00	419.39	\$	1.00%	4.19	4.19																	
27.010	ADDITIONAL STEEL BRACING FOR BOLLARDS					1,374.00				423.58			(850.42)													CONSULTANT ERROR		
27.011	MEDIA CENTER CHANGES NOT SHOWN IN PLANS CUD #3	1.00	LS	6,255.00	6,255.00	6,255.00	1.00	LS	6,255.00	6,255.00	6,255.00															THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF CUD #3		
27.010	ADDITIONAL STEEL BRACING FOR BOLLARDS					6,255.00				6,255.00			0.00	6,255.00												THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF CUD #3		
27	STEEL FABRICATORS, LLC	TOTAL				3,796.60				742.18																FINAL SUBCONTRACT AMOUNT		
28																												
29	GRUENTHAL CONSTRUCTION																									ORIGINAL SUBCONTRACT AMOUNT		
29.001	ADDED OVERHANG OUTLOOKERS AT EACH GABLE END NOT SHOWN ON PLANS					2,960.42				2,960.42																CONSULTANT OMISSION PROVIDE BACKUP		
29.001	MATERIAL	1.00	LS	1,206.28	1,206.28	1,206.28	1.00	LS	1,206.28	1,206.28	1,206.28																	
29.001	LABOR	1.00	LS	1,754.14	1,754.14	1,754.14	1.00	LS	1,754.14	1,754.14	1,754.14																	
29.001	ADDED OVERHANG OUTLOOKERS AT EACH GABLE END NOT SHOWN ON PLANS					2,960.42				2,960.42			0.00													CONSULTANT OMISSION		
29.002	MODIFY THE TRUSS AT OVERHANG OUTLOOKERS PER FIELD CONDITION	1.00	LS	1,046.50	1,046.50	1,046.50	1.00	LS	1,046.50	1,046.50	1,046.50															CONSULTANT OMISSION PROVIDE BACKUP & BREAKDOWN		
29.002	MODIFY THE TRUSS AT OVERHANG OUTLOOKERS PER FIELD CONDITION					1,046.50				1,046.50			0.00													CONSULTANT OMISSION		
29	GRUENTHAL CONSTRUCTION	TOTAL				4,006.92				4,006.92																FINAL SUBCONTRACT AMOUNT		



ITEM #	DESCRIPTION	CONTRACTOR					CMS					ALL DELTAS	UNAPPROVED COST			APPROVED COST				3/21/2012 MTG COMMENTS	3/2/2012 STILES COMMENTS	2/29/2012 MTG COMMENTS	6/13/2012 COMMENTS	
		QTY	UNIT	% or \$'s/UNIT	SUB-TOTALS	TOTALS	QTY	UNIT	% or \$'s/UNIT	SUB-TOTALS	TOTALS		NO ENTITLEMENT ACCEPTED BY STILES AT PREVIOUS MEETING	ITEM WITH APPROVED ENTITLEMENT BUT WITH A DELTA BETWEEN THE SUBMITTED AMOUNT AND THE CMS REVIEWED AMOUNT	ITEMS OF COST REQUIRED TO MEET MILESTONES DURING THE PROJECT	PREVIOUSLY EVALUATED	CUD	OWNER REQUEST	ERRORS & OMISSIONS					
																				#REF!				
30	AMERICAN WALKWAY COVERS, LLC																							ORIGINAL SUBCONTRACT AMOUNT
30.001	ADDED ALUMINUM CANOPY/PLAN REVISIONS TO BUILDING DEPARTMENT COMMENTS AND DESIGN CHANGES GMP AMENDMENT	1.00	LS	88,411.00	88,411.00	88,411.00	1.00	LS	88,411.00	88,411.00	88,411.00													THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF THE GMP AMENDMENT
30.001	ADDED ALUMINUM CANOPY/PLAN REVISIONS TO BUILDING DEPARTMENT COMMENTS AND DESIGN CHANGES GMP AMENDMENT					88,411.00					88,411.00	0.00				88,411.00								THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF THE GMP AMENDMENT
30.002	ALUMINUM CANOPY/RAISE CANOPY BENDS AT TWO PLACES TO ACCOMMODATE WALL MOUNTED LIGHTS, CONFLICT IN THE DRAWINGS	1.00	LS	2,400.00	2,400.00	2,400.00	1.00	LS	2,400.00	2,400.00	2,400.00													CONSULTANT OMISSION PROVIDE L & M BACKUP
30.002	ALUMINUM CANOPY/RAISE CANOPY BENDS AT TWO PLACES TO ACCOMMODATE WALL MOUNTED LIGHTS, CONFLICT IN THE DRAWINGS					2,400.00					2,400.00	0.00							2,400.00					CONSULTANT OMISSION
30.003	CONFLICTS IN THE ALUMINUM CANOPY/ADD THREE SUSPENDED CANOPIES, FOUR NEW U BENDS AND ONE 6X4 BEAM 10'10"	1.00	LS	5,380.00	5,380.00	5,380.00	1.00	LS	5,380.00	5,380.00	5,380.00													CONSULTANT OMISSION PROVIDE L & M BACKUP
30.003	CONFLICTS IN THE ALUMINUM CANOPY/ADD THREE SUSPENDED CANOPIES, FOUR NEW U BENDS AND ONE 6X4 BEAM 10'10"					5,380.00					5,380.00	0.00							5,380.00					CONSULTANT OMISSION
30.004	ALUMINUM CANOPY RECONCILIATION CONTRACT																							RECONCILIATION OF SUBCONTRACT / CUD
	ORIGINAL CONTRACT					274,682.00					274,682.00													DISPUTED
	REVISED SUBCONTRACT AMOUNT					185,201.00					178,238.00													NEED PROPER BACKUP EXPLAINING THE RECONCILIATION CALCULATIONS.
	DIFFERENCE = RECON. AMOUNT					(89,481.00)					(96,444.00)								(96,444.00)					
	ADDED COST TO COMPLETE WORK BY ANOTHER SUBCONTRACTOR										6,963.00													
30.004	ALUMINUM CANOPY RECONCILIATION CONTRACT					(89,481.00)					(89,481.00)	0.00					(89,481.00)			COST OF WORK	There should be no negative here. American went out of business and that is what was needed to buy the rest of the contract out with.		DISPUTED	RECONCILIATION OF SUBCONTRACT / CUD
30	AMERICAN WALKWAY COVERS, LLC					6,710.00					6,710.00													FINAL SUBCONTRACT AMOUNT
31	CAUSEWAY LUMBER																							NO SUBCONTRACT
																								ALL INVOICES NO CO'S
32	CAYMAN NATIONAL MANUFACTURING & INSTALLATION																							ORIGINAL SUBCONTRACT AMOUNT
32.001	ADDITIONAL COST OF 250 STANLEY PULLS FOR THE MEDIA CENTER	250.00	EA	4.97	1,242.00	1,242.00	250.00	EA	4.97	1,242.00	1,242.00													OWNER REQUEST
32.001	ADDITIONAL COST OF 250 STANLEY PULLS FOR THE MEDIA CENTER					1,242.00					1,242.00	0.00			0.00				1,242.00					OWNER REQUEST
32	CAYMAN NATIONAL MANUFACTURING & INSTALLATION					1,242.00					1,242.00													FINAL SUBCONTRACT AMOUNT
33	SOUTHERN CAULKING																							ORIGINAL SUBCONTRACT AMOUNT
	NO SUB CO'S																							NO CO'S
34	LATITE ROOFING & SHEET METAL, LLC																							ORIGINAL SUBCONTRACT AMOUNT
34.001	BUILT UP ROOF - EXTREME RISE OF COST OF STAINLESS STEEL METAL	1.00	LS	7,035.00	7,035.00	7,035.00	1.00	LS	7,035.00	7,035.00	7,035.00													DISPUTED
34.001	BUILT UP ROOF - EXTREME RISE OF COST OF STAINLESS STEEL METAL					7,035.00					7,035.00	0.00					7,035.00			COST OF THE WORK - STILES IS TO PROVIDE DETAILED BACKUP AS TO HOW THE \$7,035.00 WAS ARRIVED AT	This was a rise in cost of stainless steel for the last phase of the project.		DISPUTED	NO ENTITLEMENT - THIS SHOULD BE INCLUDED IN THE SUBCONTRACTORS SUBCONTRACT
34.002	ROOF DOP DEDUCT TO CONTRACT FOR SBBC TAX SAVINGS	1.00	LS	(39,783.82)	(39,783.82)	(39,783.82)	1.00	LS	(39,783.82)	(39,783.82)	(39,783.82)	0.00												THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF THE DOP
34.002	ROOF DOP DEDUCT TO CONTRACT FOR SBBC TAX SAVINGS					(39,783.82)					(39,783.82)	0.00				(39,783.82)								THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF THE DOP
34.003	BUILT UP ROOF PLAN REVISIONS TO BUILDING DEPARTMENT COMMENTS AND DESIGN CHANGES GMP AMENDMENT	1.00	LS	11,237.00	11,237.00	11,237.00	1.00	LS	11,237.00	11,237.00	11,237.00													THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF THE GMP AMENDMENT
34.003	BUILT UP ROOF PLAN REVISIONS TO BUILDING DEPARTMENT COMMENTS AND DESIGN CHANGES GMP AMENDMENT					11,237.00					11,237.00	0.00				11,237.00								THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF THE GMP AMENDMENT
34.004	INSTALL TWO ADDITIONAL PLIES TO TOP OF PARAPET WALL PER THE SBBC INSPECTOR	1.00	LS	1,900.00	1,900.00	1,900.00	1.00	LS	1,900.00	1,900.00	1,900.00													CONSULTANT OMISSION PROVIDE BACKUP
34.004	INSTALL TWO ADDITIONAL PLIES TO TOP OF PARAPET WALL PER THE SBBC INSPECTOR					1,900.00					1,900.00	0.00							1,900.00					CONSULTANT OMISSION
34.005	ADDITIONAL ROOF PER ADDED GENERATOR BUILDING CHANGE ORDER #2 ASI #2	1.00	LS	8,110.00	8,110.00	8,110.00	1.00	LS	8,110.00	8,110.00	8,110.00													THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF CO #2
	ADJUSTMENT					0.00					0.00													

ITEM #	DESCRIPTION	CONTRACTOR					CMS					ALL DELTAS	UNAPPROVED COST			APPROVED COST				3/21/2012 MTG COMMENTS	3/21/2012 STILES COMMENTS	2/29/2012 MTG COMMENTS	6/13/2012 COMMENTS			
		QTY	UNIT	% or \$'s/UNIT	SUB-TOTALS	TOTALS	QTY	UNIT	% or \$'s/UNIT	SUB-TOTALS	TOTALS		NO ENTITLEMENT ACCEPTED BY STILES AT PREVIOUS MEETING	ITEM WITH APPROVED ENTITLEMENT BUT WITH A DELTA BETWEEN THE SUBMITTED AMOUNT AND THE CMS REVIEWED AMOUNT	ITEMS OF COST REQUIRED TO MEET MILESTONES DURING THE PROJECT	PREVIOUSLY EVALUATED	CUD	OWNER REQUEST	ERRORS & OMISSIONS							
34.005	ADDITIONAL ROOF PER ADDED GENERATOR BUILDING CHANGE ORDER #2 ASI #2					8,110.00					8,110.00	0.00									#REF!				THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF CO #2	
34.006	ROOFING/ADDITIONAL SLOPING AND NEW COUNTER AND BASE FLASHING PER THE SBBC INSPECTOR	1.00	LS	14,384.00	14,384.00	14,384.00	1.00	LS	14,384.00	14,384.00	14,384.00														CONSULTANT ERROR PROVIDE BACKUP	
34.006	ROOFING/ADDITIONAL SLOPING AND NEW COUNTER AND BASE FLASHING PER THE SBBC INSPECTOR					14,384.00					14,384.00	0.00													CONSULTANT ERROR	
34.007	MEDIA CENTER CHANGES NOT SHOWN ON PLANS	1.00	LS	5,521.00	5,521.00	5,521.00	1.00	LS	5,521.00	5,521.00	5,521.00														CONSULTANT OMISSION PROVIDE BACKUP	
34.007	MEDIA CENTER CHANGES NOT SHOWN ON PLANS					5,521.00					5,521.00	0.00													CONSULTANT OMISSION	
34.008	ADDITIONAL ROOF REQUIRED NEEDED PER MT. AND CLOSE-OUT	1.00	LS	7,500.00	7,500.00	7,500.00	1.00	LS	7,500.00	7,500.00	7,500.00														CONSULTANT OMISSION PROVIDE BACKUP	
34.008	ADDITIONAL ROOF REQUIRED NEEDED PER MT. AND CLOSE-OUT					7,500.00					7,500.00	0.00													CONSULTANT OMISSION	
34	LATITE ROOFING & SHEET METAL, LLC	TOTAL					15,903.18	TOTAL					15,903.18												see above	FINAL SUBCONTRACT AMOUNT
35	LOTSPEICH CO. OF FLORIDA, INC																									ORIGINAL SUBCONTRACT AMOUNT
35.001	SHELL DOOR DEDUCT-DELETE 11 HOLLOW METAL BORROWED LITE FRAMES DUE TO CHANGE IN FRAMES TO ALUMINUM NOT SHOWN IN PLANS					(2,230.00)					(2,230.00)															CONSULTANT OMISSION
	MATERIAL	11.00	EA	(139.80)	(1,537.85)		11.00	EA	(202.73)	(2,230.00)																
	TAX	(1,537.85)	\$	6.00%	(92.27)																					
	OH	(1,630.12)	\$	10.00%	(163.01)																					
	PROFIT	(1,793.13)	\$	4.00%	(71.73)																					
	BOND	(1,864.86)	\$	1.00%	(18.65)																					
	LABOR	1.00	LS	(346.50)	(346.50)																					
	ADJUSTMENT				0.01																					
35.001	SHELL DOOR DEDUCT-DELETE 11 HOLLOW METAL BORROWED LITE FRAMES DUE TO CHANGE IN FRAMES TO ALUMINUM NOT SHOWN IN PLANS					(2,230.00)					(2,230.00)	0.00														CONSULTANT OMISSION
35.002	SHELL DOOR/FRAME/HW/PLANE WOOD DOORS AND ADJUST HOLLOW METAL DOOR FRAME INSTALLED BY OTHERS/REPLACED HURRICANE DOOR LOUVER VANDALIZED DURING BREAK IN ADD 6 OVERHEAD DOOR STOPS AND 2 KICKPLATES																									
	COR #3					511.00					500.93															
	ADD DOOR LOUVER																									UNFORESEEN / CUD
	MATERIAL	1.00	EA	379.34	379.34		1.00	EA	379.34	379.34																
	TAX	379.34	\$	6.00%	22.76		379.34	\$	6.00%	22.76																
	OH	402.10	\$	10.00%	40.21		402.10	\$	10.00%	40.21																
	PROFIT	442.31	\$	4.00%	17.69		442.31	\$	4.00%	17.69																
	LABOR	1.00	LS	51.00	51.00		2.00	HR	40.93	40.93																
	COR #4																									
	JOB SITE WORK ORDERS TO ADJUST DOORS					550.00					0.00															TICKET WORK NO ENTITLEMENT - WORK SHOULD BE BACKCHARGED TO WHOMEVER CAUSED THE DAMAGE
	9/8/08	6.00	HR	50.00	300.00																					
	9/8/08	5.00	HR	50.00	250.00																					EXPLAIN SAME DATE AS ABOVE
	NO DATE	7.00	HR		NC																					
	COR #5					1,422.00					1,560.47															OWNER REQUEST
	ADD HW/D BLDG 15																									
	MATERIAL	1.00	EA	1,016.79	1,016.79		1.00	EA	1,016.79	1,016.79																
	TAX	1,016.79	\$	6.00%	61.01		1,016.79	\$	6.00%	61.01																
	OH	1,077.80	\$	10.00%	107.78		1,077.80	\$	10.00%	107.78																
	PROFIT	1,185.58	\$	4.00%	47.42		1,185.58	\$	4.00%	47.42																
	LABOR	1.00	LS	189.00	189.00		8.00	HR	40.93	327.47																
35.002	SHELL DOOR/FRAME/HW/PLANE WOOD DOORS AND ADJUST HOLLOW METAL DOOR FRAME INSTALLED BY OTHERS/REPLACED HURRICANE DOOR LOUVER VANDALIZED DURING BREAK IN ADD 6 OVERHEAD DOOR STOPS AND 2 KICKPLATES					2,483.00					2,061.40	(421.60)														UNFORESEEN / CUD
35.003	ADD 1-3070 WOOD DOOR WITH NARROW LITE PRE-FINISHED, 60 MINUTE TO REPLACE DAMAGED					1,071.05					1,048.52															NO ENTITLEMENT - WORK SHOULD BE BACKCHARGED TO WHOMEVER CAUSED THE DAMAGE
	MATERIAL	1.00	EA	5.00	594.60		1.00	EA	5.00	594.60																
	TAX	594.60	\$	6.00%	35.69		594.60	\$	6.00%	35.69																
	OH	630.29	\$	10.00%	63.03		630.29	\$	10.00%	63.03																
	PROFIT	693.32	\$	4.00%	27.73		693.32	\$	4.00%	27.73																
	LABOR	1.00	LS	350.00	350.00		8.00	HR	40.93	327.47																
	ADJUSTMENT				(0.01)																					
35.003	ADD 1-3070 WOOD DOOR WITH NARROW LITE PRE-FINISHED, 60 MINUTE TO REPLACE DAMAGED					1,071.04					1,071.04	(0.00)														NO ENTITLEMENT - WORK SHOULD BE BACKCHARGED TO WHOMEVER CAUSED THE DAMAGE
35.004	ADDITIONAL DOOR PER ADDED GENERATOR BUILDING AS #2 CHANGE ORDER #2	1.00	LS	2,671.00	2,671.00	2,671.00	1.00	LS	2,671.00	2,671.00	2,671.00															THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF CO #2
35.004	ADDITIONAL DOOR PER ADDED GENERATOR BUILDING AS #2 CHANGE ORDER #2					2,671.00					2,671.00	0.00														THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF CO #2
35.005	ADD TWO HOTEL FUNCTION LOCKSETS REQUESTED BY THE SBBC LOCKSHOP	2.00	EA	580.00	1,160.00	1,160.00					491.15															OWNER REQUEST
	MATERIAL						2.00	EA	163.71	327.41																
	LABOR						4.00	HR	40.93	163.73																
35.006	ADD TWO HOTEL FUNCTION LOCKSETS REQUESTED BY THE SBBC LOCKSHOP					1,160.00					491.15	(668.85)														OWNER REQUEST
35.006	ADDITIONAL DOORS AND FRAME PER THE SBBC CUSTODIAL STAFF DAMAGING THEM	1.00	LS	861.00	861.00	861.00					1,092.62															OWNER REQUEST











ITEM #	DESCRIPTION	CONTRACTOR					CMS					ALL DELTAS	UNAPPROVED COST			APPROVED COST				3/21/2012 MTG COMMENTS	3/2/2012 STILES COMMENTS	2/29/2012 MTG COMMENTS	6/13/2012 COMMENTS					
		QTY	UNIT	% or \$'s/UNIT	SUB-TOTALS	TOTALS	QTY	UNIT	% or \$'s/UNIT	SUB-TOTALS	TOTALS		NO ENTITLEMENT ACCEPTED BY STILES AT PREVIOUS MEETING	ITEM WITH APPROVED ENTITLEMENT BUT WITH A DELTA BETWEEN THE SUBMITTED AMOUNT AND THE CMS REVIEWED AMOUNT	ITEMS OF COST REQUIRED TO MEET MILESTONES DURING THE PROJECT	PREVIOUSLY EVALUATED	CUD	OWNER REQUEST	ERRORS & OMISSIONS									
43.001	PAINT AND STAIN TAX SAVINGS DOPP CREDIT BACK TO THE SBBC FOR PAINT AND PAINT PRODUCTS					(29,733.00)					(29,733.00)	0.00					(29,733.00)				#REF!				THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF THE DOP			
43.002	PREP AND PAINT FIRE PIPING/EXTRA PAINTING AND PATCHING ON EXISTING BUILDING #7					360.00					0.00														OWNER REQUEST	OWNER REQUEST		
	10/07/08 PREP & PT FIREPIPING	8.00	HR	38.00	304.00		8.00	HR	35.39	IN BELOW															DUPLICATION	DUPLICATION		
	LABOR	2.00	GL	28.00	56.00		2.00	GL		IN BELOW																		
	10/07/08 PREP & PT FIREPIPING	16.00	HR	38.00	608.00	664.00	16.00	HR	35.39	566.24	622.24																	
	LABOR	2.00	GL	28.00	56.00		2.00	GL	28.00	56.00																		
	10/24/08 REPAINT PATCHED WALLS IN STAIRWELLS	12.00	HR	38.00	456.00	456.00	12.00	HR	35.39	IN BELOW	0.00															DUPLICATION		
	LABOR	12.00	HR	38.00	456.00	648.00	12.00	HR	35.39	424.68	616.68															DUPLICATION		
	10/24/08 REPAINT PATCHED WALLS IN STAIRWELLS	10.00	GL	19.20	192.00	533.00	10.00	GL	19.20	192.00	501.68																	
	LABOR	12.00	HR	38.00	456.00		12.00	HR	35.39	424.68																		
	11/18/08 FT AC UNITS AT BLDG 15	2.00	GL	16.50	33.00		2.00	GL	16.50	33.00																		
	LABOR	2.00	GL	22.00	44.00		2.00	GL	22.00	44.00																		
	PRIMER	1.00	LS	(362.00)	(362.00)	(362.00)																						
	PAINT																											
	LESS																											
	ADJUSTMENT					1.00																						
43.002	PREP AND PAINT FIRE PIPING/EXTRA PAINTING AND PATCHING ON EXISTING BUILDING #7					2,300.00					1,740.61	(559.39)					1,740.61				0.00	no response required		OWNER REQUEST	OWNER REQUEST			
43.003	ADDITIONAL PAINT BUILDING #7 AND MISC TOUCH UP PAINT IN BUILDING #15 AND #6					391.50					370.62															OWNER REQUEST	OWNER REQUEST	
	REPAINT W WALL BLDG #7	8.00	HR	38.00	304.00		8.00	HR	35.39	283.12																	OWNER REQUEST	
	LABOR	5.00	GL	17.50	87.50		5.00	GL	17.50	87.50																	OWNER REQUEST	
	MATERIALS																										OWNER REQUEST	
	REPAINT WALLS AT BLDG #15 DUE TO PATCHING	16.00	HR	38.00	608.00	695.50	16.00	HR	35.39	566.24	0.00																NO ENTITLEMENT	
	LABOR	5.00	GL	17.50	87.50		5.00	GL	17.50	87.50																		NO ENTITLEMENT
	MATERIALS																											NO ENTITLEMENT
43.003	ADDITIONAL PAINT BUILDING #7 AND MISC TOUCH UP PAINT IN BUILDING #15 AND #6					1,087.00					370.62	(716.38)					370.62				0.00	no response required		OWNER REQUEST	OWNER REQUEST			
43.004	ADDITIONAL PAINT PER ADDED GENERATOR BUILDING CHANGE ORDER #2 ASI #2	1.00	LS	1,127.00	1,127.00	1,127.00	1.00	LS	1,127.00	1,127.00	1,127.00																THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF CO #2	
43.004	ADDITIONAL PAINT PER ADDED GENERATOR BUILDING CHANGE ORDER #2 ASI #2					1,127.00					1,127.00	0.00					1,127.00										THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF CO #2	
43.005	AT EXISTING SCHOOL PAINT EXTERIOR WALLS & CONDUIT PIPING	20.00	HR	38.00	760.00	920.00	20.00	HR	35.39	707.81	867.81																OWNER REQUEST	
	LABOR	1.00	GL	25.00	25.00		1.00	GL	25.00	25.00																		OWNER REQUEST
	PRIMER	1.00	GL	30.00	30.00		1.00	GL	30.00	30.00																		PROVIDE TICKETS
	DTM ENAMEL PAINT	5.00	GL	21.00	105.00		5.00	GL	21.00	105.00																		PROVIDE TICKETS
	LATEX PAINT																											PROVIDE TICKETS
	ADJUSTMENT										52.19																	PROVIDE TICKETS
43.005	AT EXISTING SCHOOL PAINT EXTERIOR WALLS & CONDUIT PIPING					920.00					920.00	(0.00)					920.00										ADJUSTMENT	
	LABOR																											ADJUSTMENT
	CONDUIT PIPING																											ADJUSTMENT
43	TOTAL TWG ENTERPRISES WATERPROOFING AND PAINTING	TOTAL				(24,299.00)					(25,574.77)																FINAL SUBCONTRACT AMOUNT	
44	LOTSPEICH CO. OF FLORIDA																										ORIGINAL SUBCONTRACT AMOUNT	
44.001	SHELL DOOR DEDUCT-DELETE 11 HOLLOW METAL BORROWED LITE FRAMES DUE TO THE CHANGE IN FRAMES TO ALUMINUM. PLAN CONFLICT	1.00	LS	(2,230.00)	(2,230.00)	(2,230.00)	1.00	LS	(2,230.00)	(2,230.00)	(2,230.00)																SEE 35.001 & 44.002 WASH	
44.001	SHELL DOOR DEDUCT-DELETE 11 HOLLOW METAL BORROWED LITE FRAMES DUE TO THE CHANGE IN FRAMES TO ALUMINUM. PLAN CONFLICT					(2,230.00)					(2,230.00)	0.00					(2,230.00)										SEE 35.001 & 44.002	
44.002	ADD TO CONTRACT FOR DEDUCT TO WRONG CONTRACT WITH LOTSPEICH	1.00	LS	2,230.00	2,230.00	2,230.00	1.00	LS	2,230.00	2,230.00	2,230.00																SEE 44.001 & 35.001 WASH	
44.002	ADD TO CONTRACT FOR DEDUCT TO WRONG CONTRACT WITH LOTSPEICH					2,230.00					2,230.00	0.00					2,230.00										SEE 44.001 & 35.001	
44.003	ADDED CORNER GUARDS PER PLAN REVISIONS TO BUILDING DEPARTMENT COMMENTS AND DESIGN CHANGES GMP AMENDMENT	1.00	LS	6,495.00	6,495.00	6,495.00	1.00	LS	6,495.00	6,495.00	6,495.00																THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF THE GMP AMENDMENT	
44.003	ADDED CORNER GUARDS PER PLAN REVISIONS TO BUILDING DEPARTMENT COMMENTS AND DESIGN CHANGES GMP AMENDMENT					6,495.00					6,495.00	0.00					6,495.00										THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF THE GMP AMENDMENT	
44.004	ADDITIONAL FIRE EXTINGUISHERS NOT SHOWN IN PLAN/REMOVE AND RE-INSTALL GRAB BARS WHERE TILE NEEDED TO BE REMOVED	1.00	LS	550.00	550.00	1,270.00	1.00	LS	550.00	550.00	1,270.00																CONSULTANT OMISSION	
	LABOR	1.00	LS	720.00	720.00		1.00	LS	720.00	720.00																	CONSULTANT OMISSION	
	MATERIAL																										CONSULTANT OMISSION	
44.004	ADDITIONAL FIRE EXTINGUISHERS NOT SHOWN IN PLAN/REMOVE AND RE-INSTALL GRAB BARS WHERE TILE NEEDED TO BE REMOVED					1,270.00					1,270.00	0.00															CONSULTANT OMISSION	









ITEM #	DESCRIPTION	CONTRACTOR					CMS					ALL DELTAS	UNAPPROVED COST			APPROVED COST				3/21/2012 MTG COMMENTS	3/2/2012 STILES COMMENTS	2/29/2012 MTG COMMENTS	6/13/2012 COMMENTS			
		QTY	UNIT	% or \$'s/UNIT	SUB-TOTALS	TOTALS	QTY	UNIT	% or \$'s/UNIT	SUB-TOTALS	TOTALS		NO ENTITLEMENT ACCEPTED BY STILES AT PREVIOUS MEETING	ITEM WITH APPROVED ENTITLEMENT BUT WITH A DELTA BETWEEN THE SUBMITTED AMOUNT AND THE CMS REVIEWED AMOUNT	ITEMS OF COST REQUIRED TO MEET MILESTONES DURING THE PROJECT	PREVIOUSLY EVALUATED	CUD	OWNER REQUEST	ERRORS & OMISSIONS							
55.003	ADDITIONAL PLUMBING PER ADDED GENERATOR BUILDING ASI #2 CHANGE ORDER #2	1.00	LS	1,211.00	1,211.00	1,211.00	1.00	LS	1,211.00	1,211.00	1,211.00									#REF!				THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF CO # 2		
55.003	ADDITIONAL PLUMBING PER ADDED GENERATOR BUILDING ASI #2 CHANGE ORDER #2					1,211.00					1,211.00	0.00		1,211.00											THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF CO # 2	
55.004	ADDITIONAL WORK FOR CUD #2 NEW WATER LINE	1.00	LS	7,100.00	7,100.00	7,100.00	1.00	LS	7,100.00	7,100.00	7,100.00														THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF CUD # 2	
55.004	ADDITIONAL WORK FOR CUD #2 NEW WATER LINE					7,100.00					7,100.00	0.00		7,100.00											THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF CUD # 2	
55.005	DOPP RECONCILE CREDIT BACK FOR UNUSED DOPP	1.00	LS	14,647.00	14,647.00	14,647.00	1.00	LS	14,647.00	14,647.00	14,647.00														THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF DOP	
55.005	DOPP RECONCILE CREDIT BACK FOR UNUSED DOPP					14,647.00					14,647.00	0.00		14,647.00											THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF DOP	
55.006	REPAIR FOUR (4) COMPLETE FAUCETS IN EXISTING FACILITY					414.35					299.00														OWNER'S REQUEST	
	MATERIAL																									
	6" BRASS COUNTER SINK PLUG	1.00	EA	25.19	25.19		1.00	EA	29.39	29.39																
	LABOR																									
	PLUMBER	6.00	HR	55.00	330.00		6.00	HR	44.94	269.62																
	OT	355.19	\$	10.00%	35.52																					
	P	390.71	\$	5.00%	19.54																					
	BOND	410.25	\$	1.00%	4.10																					
	ADJUSTMENT					35.65																				
55.006	REPAIR FOUR (4) COMPLETE FAUCETS IN EXISTING FACILITY					450.00					299.00	(151.00)					299.00				0.00	no response required	OWNER'S REQUEST		OWNER'S REQUEST	
55.007	ADDITIONAL PLUMBING/INSTALL NEW WATER LINE TO THE POLICE TRAILER ON THE NORTH	1.00	LS	4,900.00	4,900.00	4,900.00	1.00	LS	4,900.00	4,900.00	4,900.00														OWNER REQUEST PROVIDE BREAKDOWN	
55.007	ADDITIONAL PLUMBING/INSTALL NEW WATER LINE TO THE POLICE TRAILER ON THE NORTH					4,900.00					4,900.00	0.00				4,900.00									OWNER REQUEST	
55	TOTAL HEALY PLUMBING	TOTAL				(74,989.58)					(75,646.85)										see above				FINAL SUBCONTRACT AMOUNT	
56	CARIBBEAN FIRE, INC																								ORIGINAL SUBCONTRACT AMOUNT	
56.001	ADDED FIRE PUMP/PLAN REVISIONS TO BUILDING DEPARTMENT COMMENTS AND DESIGN CHANGES GMP AMENDMENT	1.00	LS	35,145.00	35,145.00	35,145.00	1.00	LS	35,145.00	35,145.00	35,145.00														THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF THE GMP AMENDMENT	
56.001	ADDED FIRE PUMP/PLAN REVISIONS TO BUILDING DEPARTMENT COMMENTS AND DESIGN CHANGES GMP AMENDMENT					35,145.00					35,145.00	0.00		35,145.00											THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF THE GMP AMENDMENT	
56.002	ADDITIONAL APPROVED FIRESPRINKLERS OVERTIME	1.00	LS	3,467.00	3,467.00	3,467.00					0.00														DISPUTED	NO ENTITLEMENT PROVIDE BACKUP
56.002	ADDITIONAL APPROVED FIRESPRINKLERS OVERTIME					3,467.00					0.00	(3,467.00)									0.00	Due to the nature of existing conditions of the administration building and the phasing of the life safety components the SBBC had authorized overtime to get Building #15 operational before expected time.	DISPUTED		NO ENTITLEMENT	
56.003	FIRE SPRINKLERS/RELOCATE SPRINKLER LINE PER COORDINATION PURPOSES AND CONFLICT WITH THE DRAWINGS	1.00	LS	946.00	946.00	946.00	1.00	LS	946.00	946.00	946.00														CONSULTANT ERROR PROVIDE BACKUP	
56.003	FIRE SPRINKLERS/RELOCATE SPRINKLER LINE PER COORDINATION PURPOSES AND CONFLICT WITH THE DRAWINGS					946.00					946.00	0.00													CONSULTANT ERROR	
56.004	ACCELERATION OF DELIVERY OF THE FIRE PUMP	1.00	LS	2,000.00	2,000.00	2,000.00	1.00	LS	2,000.00	2,000.00	2,000.00														DISPUTED	NO ENTITLEMENT PROVIDE BACKUP
56.004	ACCELERATION OF DELIVERY OF THE FIRE PUMP					2,000.00					2,000.00	0.00													CONSULTANT ERROR CO	
56.005	OVERTIME FOR FIREPUMP START UP	1.00	LS	1,195.00	1,195.00	1,195.00	1.00	LS	1,195.00	1,195.00	1,195.00														DISPUTED	NO ENTITLEMENT PROVIDE BACKUP
56.005	OVERTIME FOR FIREPUMP START UP					1,195.00					1,195.00	0.00													CONSULTANT ERROR CO	
56.006	ADDITIONAL FIRE PUMP TEST	1.00	LS	925.00	925.00	925.00	1.00	LS	925.00	925.00	925.00														DISPUTED	NO ENTITLEMENT PROVIDE BACKUP
56.006	ADDITIONAL FIRE PUMP TEST					925.00					925.00	0.00													CONSULTANT ERROR CO	
56	CARIBBEAN FIRE, INC	TOTAL				43,678.00					40,211.00														FINAL SUBCONTRACT AMOUNT	
57	HVAC																								ORIGINAL SUBCONTRACT AMOUNT	

ITEM #	DESCRIPTION	CONTRACTOR				CMS				ALL DELTAS	UNAPPROVED COST			APPROVED COST				3/21/2012 MTG COMMENTS	3/22/2012 STILES COMMENTS	2/29/2012 MTG COMMENTS	6/13/2012 COMMENTS								
		QTY	UNIT	% or \$'s/UNIT	SUB-TOTALS	TOTALS	QTY	UNIT	% or \$'s/UNIT		SUB-TOTALS	TOTALS	NO ENTITLEMENT ACCEPTED BY STILES AT PREVIOUS MEETING	ITEM WITH APPROVED ENTITLEMENT BUT WITH A DELTA BETWEEN THE SUBMITTED AMOUNT AND THE CMS REVIEWED AMOUNT	ITEMS OF COST REQUIRED TO MEET MILESTONES DURING THE PROJECT	PREVIOUSLY EVALUATED	CUD					OWNER REQUEST	ERRORS & OMISSIONS						
57.001	DEDUCT TO HYVAC'S CONTRACT FOR DOPP WHICH INCLUDES 6% TAX SAVINGS	1.00	LS	(258,010.36)	(258,010.36)	(258,010.36)	1.00	LS	(258,010.36)	(258,010.36)									#REF!				THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF THE DOPP						
57.001	DEDUCT TO HYVAC'S CONTRACT FOR DOPP WHICH INCLUDES 6% TAX SAVINGS					(258,010.36)				(258,010.36)	0.00				(258,010.36)									THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF THE DOPP					
57.002	HVAC/ADDITIONAL COST FOR EXPEDITING AHU UNITS, SO EXISTING SCHOOL WOULD NOT GO WITHOUT AIR	1.00	LS	2,200.00	2,200.00	2,200.00																	DISPUTED	NO ENTITLEMENT BACKUP REFLECTS \$4,400 (COST SPLIT? WITH WHO AND WHY?)					
57.002	HVAC/ADDITIONAL COST FOR EXPEDITING AHU UNITS, SO EXISTING SCHOOL WOULD NOT GO WITHOUT AIR					2,200.00				0.00	(2,200.00)	(2,200.00)								NO ENTITLEMENT ACCEPTED BY STILES				DISPUTED	NO ENTITLEMENT Due to the nature of existing conditions of the administration building and the phasing of the life safety components the SBBC had authorized overtime to get Building #15 operational before expected time.				
57.003	HVAC TAX SAVINGS DOPP CREDIT BACK TO SBBC FOR FANS, DAMPERS, DUCT HEATERS, LOUVERS AND VAV'S	1.00	LS	(101,928.50)	(101,928.50)	(101,928.50)	1.00	LS	(101,928.50)	(101,928.50)															THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF THE DOPP				
57.003	HVAC TAX SAVINGS DOPP CREDIT BACK TO SBBC FOR FANS, DAMPERS, DUCT HEATERS, LOUVERS AND VAV'S					(101,928.50)				(101,928.50)	0.00				(101,928.50)										THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF THE DOPP				
57.004	HVAC/PLAN REVISIONS TO BUILDING DEPARTMENT COMMENTS AND DESIGN CHANGES PER GMP AMENDMENT	1.00	LS	32,200.00	32,200.00	32,200.00	1.00	LS	32,200.00	32,200.00															THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF THE GMP AMENDMENT				
57.004	HVAC/PLAN REVISIONS TO BUILDING DEPARTMENT COMMENTS AND DESIGN CHANGES PER GMP AMENDMENT					32,200.00				32,200.00	0.00				32,200.00										THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF THE GMP AMENDMENT				
57.005	ADDITIONAL COST FOR ADDED SPRINGS TO THE EXISTING CHILLER AFTER RELOCATION NOT TAKEN INTO ACCOUNT					2,986.00																			UNFORESEEN / CUD	UNFORESEEN / CUD			
	MATERIAL	1.00	LS	2,067.00	2,067.00		1.00	LS	2,067.00	2,067.00																NO BACKUP			
	SUPERVISION	1.00	LS	250.00	250.00		1.00	LS	250.00	250.00																			
	DESIGN AND ENGINEERING	1.00	LS	250.00	250.00		1.00	LS	250.00	250.00																			
	WARRANTY	2,567.00	\$	1.01%	25.00		2,567.00	\$	1.00%	23.17																			
	OVERHEAD	2,593.00	\$	5.01%	130.00		2,593.00	\$	5.00%	117.01																			
	PROFIT	2,723.00	\$	8.56%	233.00		2,723.00	\$	10.00%	245.72																			
	BOND	2,956.00	\$	1.01%	30.00		2,956.00	\$	1.00%	27.03																			
	ADJUST					(1.00)																							
57.005	ADDITIONAL COST FOR ADDED SPRINGS TO THE EXISTING CHILLER AFTER RELOCATION NOT TAKEN INTO ACCOUNT					2,985.00					(255.07)	(255.07)			2,729.93										UNFORESEEN / CUD	UNFORESEEN / CUD			
57.006	ADDITIONAL HVAC PER ASI #1 (ADDED FIRE PUMP ROOM) CO#1	1.00	LS	1,748.00	1,748.00	1,748.00	1.00	LS	1,748.00	1,748.00																THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF CO #1			
57.006	ADDITIONAL HVAC PER ASI #1 (ADDED FIRE PUMP ROOM) CO#1					1,748.00				1,748.00	0.00				1,748.00											THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF CO #1			
57.007	ADDITIONAL HVAC AND LOUVER PER ADDED GENERATOR CHANGE ORDER #2 ASI#2	1.00	LS	29,337.00	29,337.00	29,337.00	1.00	LS	29,337.00	29,337.00																THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF CO #2			
57.007	ADDITIONAL HVAC AND LOUVER PER ADDED GENERATOR CHANGE ORDER #2 ASI#2					29,337.00				29,337.00	0.00				29,337.00											THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF CO #2			
57.008	HVAC ADDED VAV'S PER TEST AND BALANCE OF BUILDING #15																									CONSULTANT OMISSION	CONSULTANT OMISSION		
	SMOKE DAMPERS	2.00	EA	1,818.00	3,636.00	3,636.00																							
	SMOKE DAMPER 58X24	1.00	EA		IN ABOVE		1.00	EA	694.61	694.61																			
	SMOKE DAMPER 48X42	1.00	EA		IN ABOVE		1.00	EA	1,005.98	1,005.98																			
	DUCT ACCESS DOORS	1.00	EA		IN ABOVE		2.00	EA	56.00	112.00																			
	TEST AND BALANCE	1.00	LS	900.00	900.00	900.00	1.00	LS	900.00	900.00																			
	ADJUSTMENT					122.00																							
57.008	HVAC ADDED VAV'S PER TEST AND BALANCE OF BUILDING #15					4,658.00				2,712.59	(1,945.41)	(1,945.41)														0.00	no response necessary	CONSULTANT OMISSION	CONSULTANT OMISSION
57.009	ADDITIONAL COST PER ADDED FIRE DAMPER NOT SHOWN IN PLANS SUBCONTRACTOR SOUTH POINT DUCT WORK WAS A SUB TO HYVAC					640.00																					CONSULTANT OMISSION	CONSULTANT OMISSION	
	12" FIRE DAMPER	1.00	EA	500.00	500.00		1.00	EA	187.00	187.00																	12" DIA AS "PER RF1 #136"		
	SUPERVISION	1.00	LS	50.00	50.00																								
	SAFETY	1.00	LS	6.00	6.00																								
	OVERHEAD	556.00	\$	5.04%	28.00																								
	PROFIT	584.00	\$	8.56%	50.00																								
	BOND	634.00	\$	0.95%	6.00																								
57.009	ADDITIONAL COST PER ADDED FIRE DAMPER NOT SHOWN IN PLANS					640.00				187.00	(453.00)	(453.00)														0.00	no response required	CONSULTANT OMISSION	CONSULTANT OMISSION
57.010	MEDIA CENTER CHANGES NOT SHOWN ON PLANS UNFORESEEN	26.00	EA		BELOW	11,119.00	26.00	EA	100.00	2,600.00																	UNFORESEEN / CUD	CONSULTANT OMISSION \$10478 ON LOG \$11119 ON BACKUP	
	WRAP INSULATION & REPAIR AT EX CLG					BELOW																							
	LABOR						1.00	LS	1,000.00	1,000.00																			
	SUBCONTRACT	1.00	LS	9,111.00	9,111.00		80.00	HR	43.79	3,503.31																			
	SUPERVISION	1.00	LS	450.00	450.00																								
	SAFETY	1.00	LS	96.00	96.00																								
	OVERHEAD	9,657.00	\$	5.00%	483.00																								
	PROFIT	10,140.00	\$	8.57%	869.00																								
	BOND	11,009.00	\$	1.00%	110.00																								



ITEM #	DESCRIPTION	CONTRACTOR				CMS				ALL DELTAS	UNAPPROVED COST			APPROVED COST				3/21/2012 MTG COMMENTS	3/2/2012 STILES COMMENTS	2/29/2012 MTG COMMENTS	6/13/2012 COMMENTS					
		QTY	UNIT	% or \$'s/UNIT	SUB-TOTALS	TOTALS	QTY	UNIT	% or \$'s/UNIT		SUB-TOTALS	TOTALS	NO ENTITLEMENT ACCEPTED BY STILES AT PREVIOUS MEETING	ITEM WITH APPROVED ENTITLEMENT BUT WITH A DELTA BETWEEN THE SUBMITTED AMOUNT AND THE CMS REVIEWED AMOUNT	ITEMS OF COST REQUIRED TO MEET MILESTONES DURING THE PROJECT	PREVIOUSLY EVALUATED	CUD					OWNER REQUEST	ERRORS & OMISSIONS			
57.010	MEDIA CENTER CHANGES NOT SHOWN ON PLANS UNFORESEEN					11,119.00								(4,015.69)	(4,015.69)					#REF!	0.00	no response required	UNFORESEEN / CUD	CONSULTANT OMISSION		
57.011	BACK CHARGE TO RELEASE RETAINAGE CREDIT TO STILES	1.00	LS	(3,504.12)	(3,504.12)	(3,504.12)				1.00	LS	(3,504.12)	(3,504.12)											COST OF WORK / CUD NO BACKUP		
57.011	BACK CHARGE TO RELEASE RETAINAGE CREDIT TO STILES					(3,504.12)								0.00			(3,504.12)							COST OF WORK / CUD		
57.012	IN HOUSE CHANGE ORDER TO RECONCILE	1.00	LS	641.00	641.00	641.00				1.00	LS	0.00	0.00										NO ENTITLEMENT	NO ENTITLEMENT / INCLUDED IN 57.010 RECONCILIATION NO BACKUP		
57.012	IN HOUSE CHANGE ORDER TO RECONCILE					641.00								(641.00)	(641.00)					NO ENTITLEMENT ACCEPTED BY STILES AT PREVIOUS MEETING	Stiles internal, Stiles responsibility	NO ENTITLEMENT		NO ENTITLEMENT / INCLUDED IN 57.010		
57	TOTAL HVVAC	TOTAL				(277,914.98)	TOTAL				(287,425.15)											FINAL SUBCONTRACT AMOUNT				
58	ION ELECTRIC																					ORIGINAL SUBCONTRACT AMOUNT				
58.001	ELECTRICAL TAX SAVINGS DOPP CREDIT BACK TO THE SBBC FOR LIGHTNING PROTECTION INTERCOM/SPEAKER SYSTEM/FIRE ALARM/SWITCH GEAR	1.00	LS	(435,373.60)	(435,373.60)	(435,373.60)				1.00	LS	(435,373.60)	(435,373.60)												THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF DOPP	
58.001	ELECTRICAL TAX SAVINGS DOPP CREDIT BACK TO THE SBBC FOR LIGHTNING PROTECTION INTERCOM/SPEAKER SYSTEM/FIRE ALARM/SWITCH GEAR					(435,373.60)								0.00			(435,373.60)								THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF DOPP	
58.002	ADDITIONAL FIRE ALARM DEVICES PER THE SBBC BUILDING DEPARTMENT MATERIAL					6,084.25																			CONSULTANT OMISSION	
	3/4" EMT CONDUIT	220.00	LF	1.19	262.86		220.00	LF	4.15	913.00																
	3/4" EMT STL SS CONN	28.00	EA	2.06	57.55		28.00	EA	IN ABOVE	IN ABOVE																
	3/4" EMT STL SS CPLG	22.00	EA	2.53	55.61		22.00	EA	IN ABOVE	IN ABOVE																
	3/4" EMT 1/4" STEEL STRAP	38.00	EA	0.36	13.61		38.00	EA	IN ABOVE	IN ABOVE																
	#18-2P AWM-105C (F/A) CABLE	470.00	LF	0.11	51.70		470.00	LF	0.57	267.90																
	4X2-1/8" SQ BOX COMB K/O	11.00	EA	4.63	50.98		11.00	EA	88.00	968.00																
	WASTE	1.00	LS	4.92	4.92		1.00	LS	IN ABOVE	IN ABOVE																
	SIMPLEX GRINNEL QUOTE	1.00	LS	2,110.00	2,110.00		1.00	LS	2,110.00	2,110.00																
	TAX	1.00	LS	182.51	182.51		1.00	LS	IN ABOVE	IN ABOVE																
	LABOR	32.00	HRS	65.00	2,080.00		32.00	HRS	IN ABOVE	IN ABOVE																
	FOREMAN	5.00	HRS	75.00	375.00		5.00	HRS	IN ABOVE	IN ABOVE																
	SITE VEHICLE	1.00	LS	21.00	21.00		1.00	LS	0.00	0.00																
	OH 10%	1.00	LS	526.57	526.57		1.00	LS	IN ABOVE	IN ABOVE																
	PROFIT 4%	1.00	LS	231.69	231.69		1.00	LS	IN ABOVE	IN ABOVE																
	BOND 1%	1.00	LS	60.24	60.24		1.00	LS	42.59	42.59																
	ADJUSTMENT					(0.25)																			COST PER DEVICE ION 468 CMS APPRX \$330	
58.002	ADDITIONAL FIRE ALARM DEVICES PER THE SBBC BUILDING DEPARTMENT					6,084.00								(1,782.51)	(1,782.51)						0.00	no response required	CONSULTANT OMISSION	CONSULTANT OMISSION		
58.003	ELECTRICAL/PLAN REVISIONS TO BUILDING DEPARTMENT COMMENTS AND DESIGN CHANGES GMP AMENDMENT					36,455.25	1.00	LS	36,456.00	36,456.00	36,456.00														THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF THE GMP AMENDMENT	
	MATERIAL	1.00	LS	3,868.00	3,868.00																					
	WASTE	1.00	LS	38.68	38.68																					
	QUOTATIONS	1.00	LS	26,060.00	26,060.00																					NEED BACKUP
	TAX	1.00	LS	2,097.67	2,097.67																					TAX @ 7% VERSUS 6% ON CO #6
	LABOR	(14.00)	HRS	65.00	(910.00)																					
	FOREMAN	0.00	HRS	75.00	0.00																					
	RENTAL EQUIPMENT	1.00	LS	500.00	500.00																					NO BACKUP
	SITE VEHICLE	1.00	LS	(9.10)	(9.10)																					
	OH 10%	1.00	LS	3,207.00	3,207.00																					HOW IS \$3207 10% OF \$31646? 5% ON THIS... 4% ON THE PREVIOUS??? HOW IS \$1603 5% OF \$34853 NO BOND ON THIS... BOND ON PREVIOUS???
	PROFIT 5%	1.00	LS	1,603.00	1,603.00																					
	BOND	1.00	LS	0.00	0.00																					
	ADJUSTMENT					0.75																				
58.003	ELECTRICAL/PLAN REVISIONS TO BUILDING DEPARTMENT COMMENTS AND DESIGN CHANGES GMP AMENDMENT					36,456.00								0.00			36,456.00								THIS CO HAS BEEN PREVIOUSLY EVALUATED AS PART OF THE GMP AMENDMENT	
58.004	ADDITIONAL ELECTRICAL OVERTIME TO MAKE SURE WE HAD AIR FOR THE EXISTING SCHOOL					32,767.50																				DISPUTED
		298.00	HRS	97.50	29,055.00		331.00	HRS	42.23	15,000.00																HOURS SEEM EXCESSIVE-NO BACKUP PROVIDED
	ADJUSTMENT	33.00	HRS	112.50	3,712.50																					
58.004	ADDITIONAL ELECTRICAL OVERTIME TO MAKE SURE WE HAD AIR FOR THE EXISTING SCHOOL					32,768.00								(17,768.00)	(17,768.00)											Due to the nature of existing conditions of the administration building and the phasing of the life safety components the SBBC had authorized overtime to get Building #15 operational before expected 0.00 time.
58.005	ELECTRICAL OVERTIME/1/2 TIME ON PREMIUM TIME NEED TO GET THE EXISTING AND NEW SCHOOL IN LINE AND TO BE ABLE TO GET THE SCHOOL OPENED					38,041.00																				DISPUTED







ITEM #	DESCRIPTION	CONTRACTOR					CMS					ALL DELTAS	UNAPPROVED COST			APPROVED COST				3/21/2012 MTG COMMENTS	3/2/2012 STILES COMMENTS	2/29/2012 MTG COMMENTS	6/13/2012 COMMENTS			
		QTY	UNIT	% or \$'s/UNIT	SUB-TOTALS	TOTALS	QTY	UNIT	% or \$'s/UNIT	SUB-TOTALS	TOTALS		NO ENTITLEMENT ACCEPTED BY STILES AT PREVIOUS MEETING	ITEM WITH APPROVED ENTITLEMENT BUT WITH A DELTA BETWEEN THE SUBMITTED AMOUNT AND THE CMS REVIEWED AMOUNT	ITEMS OF COST REQUIRED TO MEET MILESTONES DURING THE PROJECT	PREVIOUSLY EVALUATED	CUD	OWNER REQUEST	ERRORS & OMISSIONS							
58.013	ADDITIONAL ELECTRICAL REQUIRED PER SBBC INSPECTORS REQUEST TO ADD LIGHTS TO THE CANOPY, FA DEVICES AND TV OUTLETS					8,256.00					8,256.00	0.00								#REF!					CONSULTANT OMISSION	
	<b>ION ELECTRIC</b>	<b>TOTAL</b>				<b>(149,445.32)</b>					<b>(196,656.72)</b>															<b>FINAL SUBCONTRACT AMOUNT</b>
	<b>TOTAL SUBCONTRACT CO'S</b>					<b>(727,422.62)</b>					<b>(822,364.89)</b>	<b>(94,942.26)</b>	<b>(8,340.18)</b>	<b>(24,151.08)</b>	<b>(32,451.02)</b>	<b>(1,055,288.66)</b>	<b>(42,510.18)</b>	<b>92,975.55</b>	<b>152,458.41</b>							



**SECTION V**

**OFFICE OF THE GENERAL COUNSEL**

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
OFFICE OF THE GENERAL COUNSEL

K.C. WRIGHT ADMINISTRATION BUILDING  
600 SOUTHEAST THIRD AVENUE, 11TH FLOOR  
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J. PAUL CARLAND, II  
GENERAL COUNSEL

**MEMORANDUM**

**TO:** Robert Goode, Manager, Facility Audits  
**FROM:** Thomas C. Cooney, Assistant General Counsel *TC*  
**VIA:** J. Paul Carland, II, General Counsel *JPC*  
**DATE:** November 5, 2013  
**SUBJECT:** Requests for Legal Opinions  
Norcrest Elementary School - Project #0561-24-01/P000105

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This is in response to your memoranda dated August 8, 2013 and September 17, 2013 requesting legal opinions regarding the entitlement of Stiles Construction Co. ("Stiles") to payment for various items charged as "Cost of Work" pursuant to the terms of the Construction Management at Risk Agreement on the above referenced project.

In its audit of the subject Project, the Office of the Chief Auditor ["OCA"] references and incorporates as Exhibit "A" to its audit a list of sixty-nine (69) individual costs/services charged by Stiles totaling \$9,706,429.52. Of this amount, the OCA questions the payment of \$790,037.97. Please note that this Office did not conduct an independent accounting or audit and has relied upon the non-legal conclusions of the OCA.

After review of all items questioned by the OCA and applying both the OCA's rationale and the terms of the Construction Manager at Risk Agreement as more fully set forth below, this Office supports the OCA's conclusion that items 1 through 67 may not be charged to The School Board of Broward County, Florida ("SBBC") as direct cost items (Cost of Work) based both upon contract language and the lack of additional, supporting documentation. However, for the reasons set forth below under "Question 2 - Subcontractor Bonds," portions of costs identified in Items 68 and 69 may be chargeable as direct cost items if supporting documentation is provided.

**Question 1 - from OCA Memorandum dated August 8, 2013:**

Do the provisions of the Construction Manager at Risk Agreement ("CM Agreement") preclude the Construction Manager from charging the SBBC for those costs and services identified in Exhibit "A" to the OCA's audit as Cost of Work items?

**Answer:**

With the limited exception of certain subcontractor bonds, yes, the provisions of the CM Agreement (and other documents which constitute the Contract Documents) preclude charges which are considered to be part of either the Construction Phase Fee or General Conditions. Several sections of the Contract Documents provide guidance for determination of what may be charged and under which category it must be charged. Such provisions are provided below.

**Rationale:**

The School Board and Stiles, as the Construction Manager ("CM"), entered into a valid and enforceable CM Agreement as approved at the Regular School Board Meeting of July 26, 2005, and as amended by the Guaranteed Maximum Price Addendum on July 24, 2007 (the "GMP Addendum"). The GMP Addendum incorporates by reference documents upon which Stiles' Guaranteed Maximum Price is based. Such documents themselves list numerous, specific assumptions, allowances, alternates and identification of guaranteed maximum prices by CSI (Construction Specifications Institute) section. All documents taken together define and determine what may be charged by the CM as part of General Conditions, part of the CM's fee, or as a Direct Cost (Cost of Work).

Article 3.01 of the General Conditions provides that "[w]ith respect to the intent and interpretation of this Contract "[t]he Owner shall be the initial interpreter of the requirements of the Contract Documents and the judge of the performance thereunder ... ." The Contract Documents consist of "... the Agreement Form ... Documents contained in the Project Manual (including but not limited to Division 0 and 1), a listing of which is attached to the GMP Addendum, General and Supplementary Conditions, Addenda...". Art. 1.4, CM Agreement.

Article 3.5.1 of the CM Agreement states that the Construction Manager is required to "... fully comply with the provision of the Owner's Project Manual, including but not limited to Division 0 and 1, and the attached General Conditions of this contract." Further, "[i]n the event of a conflict between this Agreement and such documents the Agreement shall control."

The requirement to "... fully comply with the provision of the Owner's Manual, including but not limited to Division 0 and 1, and the ... General Conditions..." does not provide guidance as to which items may or may not be charged to the SBBC; rather, such statement simply affirms the CM's obligation to comply with such provisions. It is instructive that the Guaranteed Maximum Price Summary prepared by Stiles (the last page of Exhibit 2 of the GMP) indicates that Stiles did not consider either Division 0 or Division 1 items to be part of the Cost of Work.

Direct Cost Items (Cost of Work)

Article 26 of the General Conditions specifically defines Direct Cost Items to include the following sub-sections:

- .02 The cost of all materials, supplies and equipment incorporated into the Project, including costs of transportation and storage thereof;
- .03 Payments due to subcontractors from the [CM] or made by the CM to subcontractors for their work performed ... [including] any sub-contractor bonds the CM is required to procure;
- .05 Rental charges;
- .07 Specific taxes;
- .11 Costs incurred due to an emergency affecting the safety of persons and property;
- .12 When approved by the SBBC, work self-performed by the CM;
- .14 Costs for watchman and security services for the Project; and
- .17 Wages for labor.

Costs - General Conditions

Article 7.1 of the CM Agreement defines General Conditions to "... include items of Labor, Materials and Services set forth in General Conditions [the following subsections of] Article 26.02:

- .04 Transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen, which are employed or consumed in the performance of the work;
- .06 Cost of the premiums for all insurance and cost of premiums for all bonds<sup>1</sup> which the Construction Manager is required to procure by this Agreement specifically for the construction project;
- .09 Minor expenses at the site such as telegrams, long distance telephone costs, telephone service, expressage, postage, and similar petty cash items in connection with the Project to be billed at cost;

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<sup>1</sup> The bonds required to be procured by the CM include its own payment and performance bonds in addition to those subcontractor bonds required under Art. 24.18.1 through .5. However, Art. 26.02.03 specifically states that required subcontractor bonds are chargeable as direct cost items. Therefore, the CM's bonds are part of the General Conditions; required subcontractor bonds are chargeable as direct costs (Cost of Work); and non-required subcontractor bonds may not to be charged to the SBBC under any circumstance.

- .10 Cost for trash and debris removal from site;
- .13 Transportation for personnel;
- .15 Costs for efficient logistical control of the site, including horizontal and vertical transportation of materials and personnel. Also, costs for adequate storage and parking space];
- .16 Costs for temporary facilities at the Project site during construction, as approved by the Owner, including temporary water, heat, power, sanitary facilities and telephones; and
- .18 Wages shall not be paid for holidays not worked and shall exclude bonuses and other similar extraordinary benefits.”

#### Costs - Construction Manager Fees

The costs and expenses which are included in the CM Fees and that are not part of the cost of the project include “*those services set forth in Article 3 of the [CM] Agreement between Owner and Construction Manager.*” Art. 25.02.01.f., General Conditions. Article 3 of the CM Agreement identifies CM services starting in the Pre-Design Phase through Warranty. Article 7.1 of the CM Agreement, as amended by the GMP Addendum, provides a breakdown of all fees by phase.

#### Costs - Not to be Reimbursed

Article 26.03 of the General Conditions clearly identifies costs not to be reimbursed, which include, but which are not limited to the following:

- .04 *Any cost not specifically and expressly described in subsection 26.02 above; and*
- .09 *Costs of subcontractor bonds not required by this agreement or approved in writing by Owner.*

#### **Question 2 - from OCA Memorandum dated September 17 2013:**

May the CM charge subcontractor payment and performance bonds as “Cost of Work?”

#### **Answer:**

Yes, the CM may charge for required subcontractor bonds as Cost of Work, however, the CM may not charge for non-required subcontractor bonds. See rationale below.

**Rationale:**

As noted in the answer to Question 1 above, Article 7.1 of the CM Agreement states that "*General Conditions [shall] include items of Labor, Materials and Services set forth in General Conditions Article 26.02 Subsection [].06 [cost of the premiums for all insurance and cost of premiums for all bonds which the Construction Manager is required to procure by this Agreement specifically for the construction project].*"

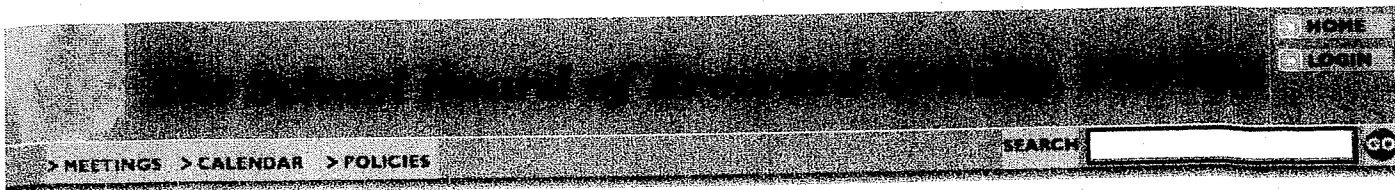
The bonds required to be procured by the CM include both its own payment and performance bonds in addition to specifically required subcontractor bonds identified in Art. 24.18.1 through .5 of the General Conditions (HVAC/Mechanical, Electrical, Plumbing, Roofing and Shell Contractor). The CM's own bonds are part of General Conditions, however, Art. 26.02.03 of the General Conditions specifically states that required subcontractor bonds are chargeable as direct cost items.

Therefore, the CM's own bonds are part of the General Conditions; required subcontractor bonds are chargeable as direct costs (Cost of Work); and non-required subcontractor bonds may not be charged to the SBBC under the provisions of the CM Agreement.

Based on the information provided by the OCA in your memorandum of September 17, 2013, it appears to be permissible for Stiles to charge the SBBC (as a direct cost) for subcontractor bonds provided by Tilt Con, Healy Plumbing, Ion Electric, Hyvac, Pre Stressed Conc., Southern State Masonry and Steel Fabricators only.

If any of the foregoing information upon which this opinion is based is incorrect, please notify this Office as changes in such information may require this Office to draw different conclusions. It should also be noted that the Construction Manager disputes the conclusions of the OCA and is likely to initiate litigation against the SBBC.

TCC:tcc



[BACK](#)

[Jul 24, 2007 : Regular School Board Meeting : JJ. Facilities and Construction Management](#)

[PRINTABLE VERSION](#)

**JJ-8. Approve Guaranteed Maximum Price - Norcrest Elementary School, Pompano Beach - Phased Replacement III of III - Project No. 0561-24-01 - Stiles Construction Co. (OPEN AGENDA)**

[Status: ] [Open Agenda]

[PREVIOUS ITEM](#)

**▼Requested Action**

Approve the Final Guaranteed Maximum Price (GMP) in the amount of \$19,614,434 with Stiles Construction Co., Norcrest Elementary School, Phased Replacement III of III, Project No. 0561-24-01, and increase the Construction Manager (CM) fees to \$3,225,000.

**▼Summary**

Project Consultant: Song & Associates, Inc.

Scope: Construct a new classroom building including administration spaces, construct a new cafeteria/multi-purpose building, expand and remodel the existing media building, and construct extensive on-site and off-site improvements including parking, utilities, sidewalks, bus-loop, recreational areas, and, demolish buildings 1, 2, 3, 4, 5, 12 and 13.

The Board previously approved CM fees of \$2,315,000 and a construction budget of \$10,500,000.

The Final GMP Manual is available for review at the Facilities and Construction Management Division.

**▼School Board Goals**

Goal 2 - All schools will have equitable resources.

**▼Financial Impact**

The financial impact is \$19,614,434 including the Cost of Work of \$16,389,434 and additional CM Fees of \$910,000. This project is included in the Tentative District Educational Facilities Plan, Fiscal Years 2007-2008 to 2011-2012.

**▼Source of Additional Information**

[Denis Herrmann 754 321-1675](#)

**▼Quick Summary / Abstract**

Approve the Final Guaranteed Maximum Price (GMP) in the amount of \$19,614,434 with Stiles Construction Co., Norcrest Elementary School, Phased Replacement III of III, Project No. 0561-24-01, and increase the Construction Manager (CM) fees to \$3,225,000.

Project Consultant: Song & Associates, Inc.

Scope: Construct a new classroom building including administration spaces, construct a new cafeteria/multi-purpose building, expand and remodel the existing media building, and construct extensive on-site and off-site improvements including parking, utilities, sidewalks, bus-loop, recreational areas, and, demolish buildings 1, 2, 3, 4, 5, 12 and 13.

The Board previously approved CM fees of \$2,315,000 and a construction budget of \$10,500,000.

The Final GMP Manual is available for review at the Facilities and Construction Management Division.

The financial impact is \$19,614,434 including the Cost of Work of \$16,389,434 and additional CM Fees of \$910,000. This project is included in the Tentative District Educational Facilities Plan, Fiscal Years 2007-2008 to 2011-2012.

▼ Supporting Documents



[ProjectFundsAllocation](#)

[DOWNLOAD NOW](#)



[LetterfromStilesConstructionCo.,Inc.datedJuly6,2007](#)

[DOWNLOAD NOW](#)



[LetterfromSong&Associates,Inc.datedJuly16,2007](#)

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[CollaborationForm\(CapitalBudget\)](#)

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**AGENDA REQUEST FORM**  
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date <b>7-24-07</b>	<b>Open Agenda</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Time Certain Request</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		Agenda Item Number <b>JJ-8</b>

<b>TITLE:</b>	<b>Approve Guaranteed Maximum Price Norerest Elementary School, Pompano Beach Phased Replacement III of III Project No. 0561-24-01 Stiles Construction Co.</b>
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<b>REQUESTED ACTION:</b>	Approve the Final Guaranteed Maximum Price (GMP) in the amount of \$19,614,434 with Stiles Construction Co., Norerest Elementary School, Phased Replacement III of III, Project No. 0561-24-01, and increase the Construction Manager (CM) fees to \$3,225,000.
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<b>SUMMARY EXPLANATION AND BACKGROUND:</b>	<p><b>Project Consultant:</b> Song &amp; Associates, Inc.</p> <p><b>Scope:</b> Construct a new classroom building including administration spaces, construct a new cafeteria/multi-purpose building, expand and remodel the existing media building, and construct extensive on-site and off-site improvements including parking, utilities, sidewalks, bus-loop, recreational areas, and, demolish buildings 1, 2, 3, 4, 5, 12 and 13.</p> <p>The Board previously approved CM fees of \$2,315,000 and a construction budget of \$10,500,000.</p> <p>The Final GMP Manual is available for review at the Facilities and Construction Management Division.</p>
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<b>SCHOOL BOARD GOALS:</b>	<input type="checkbox"/> •Goal One: All students will achieve at their highest potential. <input checked="" type="checkbox"/> •Goal Two: All schools will have equitable resources. <input type="checkbox"/> •Goal Three: All operations of the school system will demonstrate best practices while supporting student achievement. <input type="checkbox"/> •Goal Four: All stakeholders will work together to build a better school system.
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<b>FINANCIAL IMPACT:</b>	The financial impact is \$19,614,434 including the Cost of Work of \$16,389,434 and additional CM Fees of \$910,000. This project is included in the Tentative District Educational Facilities Plan, Fiscal Years 2007-2008 to 2011-2012.
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<b>EXHIBITS: (List)</b>	<ol style="list-style-type: none"> <li>1. Project Funds Allocation</li> <li>2. Letter from Stiles Construction Co., Inc. dated July 6, 2007</li> <li>3. Letter from Song &amp; Associates, Inc. dated July 16, 2007</li> <li>4. Collaboration Form (Capital Budget)</li> </ol>
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<b>BOARD ACTION:</b> <div style="font-size: 2em; font-weight: bold; text-align: center; margin-top: 5px;">APPROVED</div>	<b>SOURCE OF ADDITIONAL INFORMATION:</b> Denis Herrmann, Director <i>Kevin Bellows for DH</i> Design & Construction Contracts (754) 321-1675 <small>Name Phone</small>
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**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
 MICHAEL GARRETSON, DEPUTY SUPERINTENDENT  
 FACILITIES AND CONSTRUCTION MANAGEMENT DIVISION

*[Signature]*

**JUL 24 2007**

Approved in Open Board Meeting on: \_\_\_\_\_

*[Signature]* School Board Chair

By:  
 Revised November 28, 2006  
 JFN/MG/DH/HA/dm

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

EXHIBIT 1

07/13/07

(954) 765-6390

Project Funds Allocation

Facility Name:	Norcrest Elementary School	Project Number:	0561-24-01
Project Name:	Phase Replacement III of II	Total Square Feet:	
Method of Delivery:	CM at Risk	Student Stations:	
		Student Capacity:	

PLANNING PHASE:

Approval

Design:

1. Basic Fees	\$690,089
2. Construction Management Fee	\$0
3. Supplementary Services	\$55,000

*Melley*  
7/13/07

Miscellaneous

4. Miscellaneous Consultant etc.	\$5,000
5. Land Acquisition	\$0

Allowances

6. Project Contingency	\$0
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PLANNING PHASE TOTAL:

\$750,089

CONSTRUCTION PHASE:

7. Construction Contracts	\$19,514,434
8. Construction C.O.'s	\$334,061
9. Miscellaneous Construction	\$0
10. Site Improvements	\$0
11. Communications Infrastructure	\$226,941
12. Utility Charges	\$25,000
13. Maintenance Work Orders	\$20,000
14. Portables	\$0

*John H. Cross*  
7-13-07

CONSTRUCTION PHASE TOTAL:

\$20,220,438

FURNISHINGS:

15. Furniture & Equipment	\$640,000
16. Instructional Software	\$0
17. Technology End User Devices/System Software	\$90,000
18. Textbooks	\$0
19. Library Books	\$0
20. Audio Visual Materials	\$0
21. Information Systems	\$0

*John G. Gutz*  
7-16-07

FURNISHINGS TOTAL:

\$730,000

TOTAL ESTIMATED COSTS:

\$21,700,525

General Comments

*[Signature]* \_\_\_\_\_ Date 7/13/07

Project Manager \_\_\_\_\_ Date \_\_\_\_\_

Director \_\_\_\_\_ Date \_\_\_\_\_

Rev. 9-26-02

July 6, 2007

Mr. Michael Garretson  
The School Board of Broward County, Florida  
The Facilities and Construction Management Division  
1700 SW 14<sup>th</sup> Court  
Fort Lauderdale, Florida 33312

300 S.E. 2nd Street  
Ft. Lauderdale, Florida 33301  
954.627.9150  
954.627.9174 Fax  
OGC 028654  
www.stiles.com  
scc@stiles.com

RE: Replacement School Phase III of III - CM at Risk- Guaranteed Maximum Price  
Norcrest Elementary School - Pompano, Florida  
SBBC Project No. 0561-24-01

Dear Mr. Garretson:

We are pleased to present our Guaranteed Maximum Price (GMP) proposal for Construction Management (CM) services for Norcrest Elementary School- Phase III Replacement, based on 100% Construction Documents prepared by Song and Associates. We have summarized the cost on the attached Line Item Breakdown, in eight different categories: Original Site, Demolition Phase I, Added Site, Original Scope Building 15, Original Scope Building 14, Added Building Scope (i.e. design singularities related to limiting conditions of the remodeling and new construction on an existing campus), Added Bridge and Added Media Building expansion.

We have revised our CM fee to reflect changes to the scope of the work and incorporate increases to construction costs and market corrections experienced since 2005, when this job was negotiated, up to current 2007 actual rates. Thus, this revision adequately amends rates that were negotiated for a 2005 construction start date for this project. General Liability (GL) and Builder's Risk (BR) insurance rates have been adjusted to reflect current 2007 market conditions and are presented as an Allowance. (See 'Norcrest Elementary CM at Risk - 2007 Fee Summary'.)

The original schedule of twenty four months (24) calendar days from Notice to Proceed has been extended by three (3) additional months [sixty five (65) working days] due additional scope increase (see attached 'Norcrest Elementary School 7-2-07, For Bidding Purposes'). We have included additional Construction Phase Fee and General Conditions to the cost of this added scope expenses at an amended rate \$1,854/working day (reflecting CM fee market corrections).

The estimate GMP has been based on Approval of GMP on July 24, 2007 and Notice to Proceed for Construction (NTPC) to be received no later than August 27, 2007.

For clarity, we have summarized this cost information below, giving as a frame of reference the initial budget (Fixed Limit Construction Cost) and itemizing its development to today's cost.



GMP proposal summarizes as follows:

Fixed Limit Construction Cost as of 06/07/05

**\$10,500,000**

Additional Scope Items

Escalation (from 2005 (25%) to June 2007 (27 mos Const. 15%), in lieu of 5%. Exclusive of fee, see below for Additional Insurance)	2,517,658
Added Site (Offsite Utilities, Structures, Entry Tower, etc.)	1,007,094
Added Building: Scope (Design Singularities, Std. Seam, Grilles, etc.)	451,129
Added Connecting Bridge	167,546
Media Expansion	567,129
Broaden Site Scope (\$1M budgeted versus \$4.86M)	3,860,261
CM Fee 2007 Market Corrections	790,805
Extended Construction Schedule (65 working days GC & Const. Ph. Fee)	132,937
Additional Insurance Allowance	619,984
Additional Scope Items Subtotal	<u>\$10,114,544</u>
Adjusted FLCC/GMP Proposal	<u>\$20,614,544</u>

Please refer to 'Guaranteed Maximum Price (GMP): Construction Scope of Work with Clarifications, Allowance and Alternates' document that provides further detail to the basis of this GMP proposal.

We trust that the information we have provided herein has been of service to you, facilitating your evaluation process. Please let us know should you need any additional information or further clarifications to this review.

Respectfully,

STILES CORPORATION, a Florida Corporation d.b.a.  
STILES CONSTRUCTION CO.



Timothy O. Moore  
Vice President

cc: Denis Hermann, Robert Bellot, Laurence Lane (S+A), RA, DL, LD, DW, ML, Paul Curtis

NORCREST ELEMENTARY  
 REPLACEMENT SCHOOL (Phase III of III)

SBBC Project No.: 0561-24-01

Pompano Beach, FL

GMP SUMMARY:

Original FLCC Direct Cost	\$	8,185,000	
Market increase to Original Direct Cost <sup>(1)</sup>	\$	1,459,466	17.82%
New Generator 64KW	\$	90,000	
Larger Elect. Panels for added bldg. area & the electrical (i.e. 1000 of 63 WCU)	\$	200,000	
Elect. longer runs - ductbanks/ walk-way covers, etc., temporary	\$	200,000	
CM's Escalation Contingency on Original Direct	\$	234,833	
Additional Scope Increases	\$	6,386,519	
Original CM Fee	\$	2,315,000	
CM Fee Corrections	\$	923,742	
CM Insurance Fee Corrections	\$	619,984	
<b>Total GMP</b>	<b>\$</b>	<b>20,614,544</b>	

<sup>(1)</sup> Market Increase Major Contributors:

- Glass & Glazing (Impact glass, casement lvs, hardware)
- Aluminum (Walk-way covers, standing seam, glass)
- Petroleum base (Roofing, VOC), Plumbing, Utilities
- Stainless steel (Roofing, Kitchen equipment)
- Copper (Electrical)

**GUARANTEED MAXIMUM PRICE SUMMARY**

**PROJECT NAME: Norcrest Elementary School  
REPLACEMENT SCHOOL (Phase III of III)  
PROJECT NO: 0561-24-01**

	TOTAL
DIVISION 0- SITE CONSTRUCTION	\$ 4,471,686
DIVISION 2- EARLY DEMOLITION	\$ 378,149
DIVISION 3 - CONCRETE	\$ 2,344,326
DIVISION 4- MASONRY	\$ 307,047
DIVISION 5- STEEL	\$ 508,800
DIVISION 6- CARPENTRY	\$ 204,604
DIVISION 7- THERMAL/MOISTURE	\$ 537,552
DIVISION 8 - WINDOWS AND DOORS	\$ 588,845
DIVISION 9 - FINISHES	\$ 1,226,764
DIVISION 10- SPECIALTIES	\$ 205,402
DIVISION 11 - EQUIPMENTS	\$ 403,975
DIVISION 12 - FURNISHINGS	\$ 7,226
DIVISION 13- SPECIAL CONSTRUCTION (PRE FAB BUILDINGS)	\$ 67,803
DIVISION 14- ELEVATOR	\$ 2,055,862
DIVISION 15 - MECHANICAL	\$ 2,250,326
DIVISION 16- ELECTRICAL	\$ 302,555
ALLOWANCE FOR OUTSTANDING PERMIT ISSUES NOT INCLUDED	\$ 302,555
CONTINGENCY	\$ 503,506
BUILDER'S RISK INSURANCE ALLOWANCE	\$ 16,389,434
<b>TOTAL COST OF WORK</b>	<b>\$ 16,389,434</b>
PRE-DESIGN	\$ 17,060
DESIGN	\$ 88,640
BIDDING AND AWARD	\$ 64,850
CONSTRUCTION PHASE	\$ 996,471
WARRANTY	\$ 48,000
OVERHEAD	\$ 626,777
PROFIT	\$ 609,970
GENERAL CONDITIONS	\$ 780,637
<b>TOTAL FEE</b>	<b>\$ 3,225,000</b>
<b>GUARANTEED MAXIMUM PRICE</b>	<b>\$ 19,614,434</b>

COMMENTS: See attached Guaranteed Maximum Price (GMP) Construction Scope of Work with Clarifications, Allowances and Alternates, dated 7/12/07.

Certified True and Correct by:



RONALD H. ANZEVINA, Director of Operations

DATE: 7/12/2007

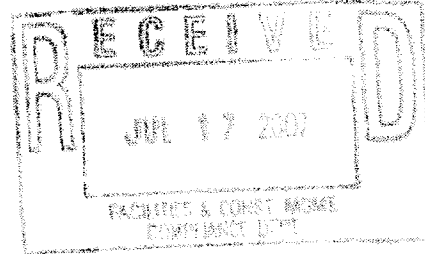
Siles Corporation, a Florida Corporation d.b.a.  
Siles Construction Co.

宋

EXHIBIT 3

July 16, 2007

VIA FACSIMILE #754-321-1683 & US MAIL



Mr. Bellor  
The School Board of Broward County  
Facilities and Construction Management Division  
1700 W 14<sup>th</sup> Court  
Fort Lauderdale, FL 33312

Dear Mr. Bellor:

With regard to the Northeast Elementary Replacement School Project and the Stylas Corp. GMP dated July 6, 2007, negotiated and revised Friday, July 13, 2007, Song + Associates believes the negotiated GMP price to be \$15,614,434.00.

As we understand the final Scope of this Project, it is not unreasonable to assume that this price reflects the following:

1. The Campus will remain operational during the entire replacement phase for this school.
2. The Project Site is very limited because of its 15-acre size and current build-out status.
3. Items #1 and 2 are driving a three-phased, 27-month construction period resulting in higher than normal general conditions costs.
4. Site work includes a complete redesign of the site and off-site improvements.

For these reasons, Song + Associates recommends the award of this GMP.

Very truly yours,

A handwritten signature in dark ink, appearing to read "David Erik Chase".

David Erik Chase, AIA, REFP, cpsm  
Chief Financial Officer

DEC/bxl

cc: Denis Hermann - Via Fax #754-321-1683  
Laurence Lane, S-A  
File 1.10.0

**Song + Associates, Inc.**  
Architecture • Planning • Interior Design  
AA000166 / 00001005

400 Australian Avenue South, Sixth Floor  
West Palm Beach, Florida 33401  
telephone: 561.655.2425 fax: 561.655.1483

American Institute of Architects / NCARB

# COLLABORATION

## SIGN-OFF FORM

Title of Agenda Request Item:

Approve Guaranteed Maximum Price  
Norcrest Elementary School, Pompano Beach  
Phased Replacement III of III  
Project No. 0561-24-01  
Stiles Construction Co.

School Board Meeting Date: 7-24-07

All projects have been appropriated to the Tentative District Educational Facilities Plan.

The following project(s) have not been appropriated in the Adopted District Educational Facilities Plan (August 2, 2006) and in the District's Capital Budget.

**Comments:** An additional financial impact of \$ \_\_\_\_\_ will come from the Capital Projects Reserve.

Department Name

Department Head Name

Department Head Signature

Capital Budget

Omar Shim  
Director

  
\_\_\_\_\_

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.



**SECTION VI  
CONTRACT BULLETINS**

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
OFFICE OF FACILITIES AND CONSTRUCTION**

**DESIGN AND CONSTRUCTION BULLETIN**

Issue Date: January 31, 2013

Best Practice Bulletin No.

Contract Bulletin No. 016

McGladrey Audit Finding No.

**Purpose:**

Establish a procedure to ensure Guaranteed Maximum Price Addendums ("GMP") to the Agreement for CM at Risk and Total Program Manager Contracts are compliant.

**Issue:**

Construction Manager (or TPM) submits a GMP not compliant with its Contract Terms including the FLCC, Fees, Scope, Schedule, Cost of Work, and Exclusions / Clarifications in its submitted GMP.

**Procedure:**

1. Responsible Parties
  - a. Project Manager
    - i. Ensure compliance with Contract provisions regarding the GMP including required documents, FLCC, Fees, Scope, Schedule, Cost of Work, and Exclusions / Clarifications in its submitted GMP.
    - ii. Submit the GMP and supporting documents to Design and Construction Contracts for compliance review and preparation of the Agenda Request Form ("ARF").
    - iii. Submit the GMP to the Cost Estimator (in-house or Open End) for validation / verification of the Cost of Work and Fees.
  - b. Design and Construction Contracts Department
    - i. Processes the ARF
    - ii. Issues the Notices to Proceed
      1. Bidding and Award (Upon approval of the GMP)
      2. Construction

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
OFFICE OF FACILITIES AND CONSTRUCTION**

**DESIGN AND CONSTRUCTION BULLETIN**

Issue Date: January 31, 2013

Best Practice Bulletin No.

Contract Bulletin No. 36

McGladrey Audit Finding No. 30

**Purpose:**

Implement a procedure for the review and approval of schedule of values.

**Issue:**

Project Manager shall review the schedule of values and ensure compliance with the contract and establish a procedure requiring the project manager to obtain from the Construction Manager a reconciliation of all movement within the schedule of values.

**Procedure:**

1. Responsible Parties

i. Project Manager

1. Comply with the provisions of the following procedure
2. Obtain from the Construction Manager a reconciliation of all movement within the schedule of values

In order to issue a Purchase Order (PO) Capital Systems and Control must receive an approved schedule of values. In the past an approved Board Item Awarding a contract was sufficient and the PO was issued automatically. GASB, an accounting regulation, requires the schedule of values (SOV) to account for specific project costs.

Failure to do the following will result in delaying payment to the contractor.

When you receive your "Post-Award" documents from the contractor, including the SOV, immediately review the SOV with your project consultant and either approve it or return it to the contractor with comments. Please copy the Contracts clerk assigned to the project.

When approved, forward a copy to Pam Norwood, Capital Systems and Control indicating the SOV has been approved.