

INTERNAL AUDIT REPORT

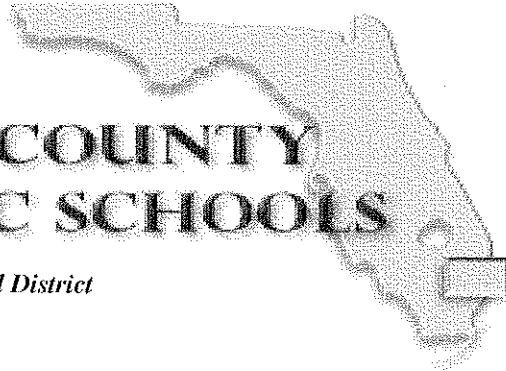
**Current Status Update of the Cooper City High School Design Build Project #1931/P000877
Shell Subcontractor's Performance & Payment Bonds Status**

March 2014



**BROWARD COUNTY
PUBLIC SCHOOLS**

The Nation's Sixth Largest School District



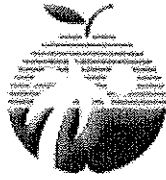
To be presented to the:

**Audit Committee on
March 13, 2014**

**The School Board of Broward County, Florida on
April 1, 2014**

By

The Office of the Chief Auditor



Broward County Public Schools

The School Board of Broward County, Florida

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March 7, 2014

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, the Office of the Chief Auditor performed a Current Status Update of the Review of the Cooper City High School Design Build Project # 1931/P000877. The report consists of a review of the Current Status responses from management and an analysis of the supporting documentation associated with their reported actions to date. The objectives of our audit were to review Current Status responses from the Office of Facilities and Construction (OFC) and report the results and actions to the Audit Committee and the School Board; review and analyze actions taken to address the findings/recommendations in the original report; review and report on procedural internal control weaknesses identified in the original audit report; document organizational or procedural changes associated with the previously identified items; report recommendations to the administration, if needed.

The Office of the Chief Auditor (OCA) has identified that the status of the three findings/recommendations from the original audit report remain ongoing.

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

This report will be presented to the Audit Committee at its March 13, 2014 meeting and will be presented to the School Board at its April 1, 2014 meeting.

Sincerely,

Patrick Reilly, CPA
Chief Auditor
Office of the Chief Auditor

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EXECUTIVE SUMMARY

Scope and Methodology

This Current Status Update of the Review of the Cooper City High School Design Build Project # 1931/P000877 was performed in accordance with the 2013 – 2014 Audit Plan. The report consists of a review of the Current Status responses from management and an analysis of the supporting documentation associated with their reported actions to date. The objectives of our audit were to:

- Review Current Status responses from the OFC and report the results and actions to the Audit Committee and the School Board;
- Review and analyze actions taken to address the findings/recommendations in the original report;
- Review and report on procedural internal control weaknesses identified in the original audit report;
- Document organizational or procedural changes associated with the previously identified items;
- Report recommendations to the administration, if needed.

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:

- Request and review Current Status Update responses from management;
- Review correspondence and contract documents used to administer the contracts associated with construction projects noted in the original report;
- Interview staff, correspond electronically to request specific documentation required to verify actions and document rationale for the same;
- Perform other auditing procedures as deemed necessary.

Opinion and Summary of Results

The Office of the Chief Auditor (OCA) has identified that the status of the three findings/recommendations from the original audit report remain ongoing.

Findings/recommendations No. 1 and No. 3 relate to administrative compliance issues. Finding/recommendation No. 2 relates to determining the reasonable credit change order amount for the Performance & Payment Bond Fee included in the base bid award amount, due to the Design Builder's decision to self-perform the majority of the shell work.

The Current Status Update provides detailed analysis of management's responses to the findings and OCA's conclusions regarding the status of the implementation of each recommendation.

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

Submitted by:



Patrick Reilly, CPA
Chief Auditor
Office of the Chief Auditor

Audit performed by:
Robert Goode
Gerardo Usallan
Joe Wright

SECTION I
CURRENT STATUS MATRIX

**THE SCHOOL BOARD OF BROWARD COUNTY
OFFICE OF THE CHIEF AUDITOR**

Finding #1	Recommendation	Original Management Response	Current Status
<p>The Design Builder did not comply with the contract documents that govern the changing of subcontractors that were listed and submitted on the bid date.</p>	<p>F&C should modify the Document 00433 – Subcontractor List to include a Subcontractor Contract check off box column to be filled in after receipt of the subcontractor’s Contract from the Design Builder. The revised Document 00433 would ensure the Subcontractor Contracts are provided to the Project Manager in a timely manner and to allow a quick cross reference verifying compliance with the original sub list submitted on the bid date. F&C should also request the Design Builder explain in writing why they changed six other subcontractors originally listed at bid time.</p>	<p>February 2013 <i>Generally, on a Design Build project, the plans that are included in the Request for Proposal (RFP) are conceptual and are not fully developed for permitting or construction. Therefore, the subcontractor list can only be developed using conceptual plans. Since there are no construction documents, the proposer submits a list of subcontractors for the sole purpose of submitting a bid proposal and in the case of this project, as required by the RFP. Once plans are permitted, bidding can proceed and subcontractors are acquired for the project. F&C has been receiving updated subcontractor lists, (Document 00433), with the latest one dated 2/25/13. At the time of bid the initial subcontractor list contained a total of seventeen subcontractors. The current list contains thirty two. The Design Builder will notify F&C of any additional changes to the list as the final few subcontracts are executed. With the notice, the Design Builder will also submit a copy of the executed contract. The Design Builder has been notified that it shall submit a copy of all subcontracts executed to date. It is agreed that Document 00433 “Subcontractor’s List” be modified to include a Subcontractor Contract check off box with a list of standard subcontractor categories, and their associated components.</i></p>	<p>March 2014 OCA Follow-up Response Status – Ongoing The Office of the Chief Auditor (OCA) verified that the Task Assigned Chief Facilities and Construction Officer has requested that the Supply Management & Logistics Department make the recommended modifications to Document 00433 - Subcontractor List. (See Exhibit D)</p> <p>March 2014 OF&C Management Response A request to modify Document 00433 was made of Supply Management & Logistics (SML) and will be forwarded to your office once received.</p>
		<p align="center">OCA Follow-up Response</p> <p>February 2013 We understand the drawings of a Design Build competitive bid project are not fully developed at bid time. However, the Design Builder in this case was provided conceptual drawings of the building’s foot print and a complete Design Criteria Package and Specifications to enable the submission of complete cost proposal with associated subcontractor costs. The listing of subcontractors at this juncture should not be diminished “for the sole purpose of submitting a bid proposal” as the sub bids along with the Design Builder’s costs determine the low and most responsive and responsible Design Builder to be recommended for award. Once the Design Builder develops the final contract documents additional subcontractors can be added to the list. We emphasize that any changes to the original subcontractors listed at bid time cannot be changed without notice to the Owner and receiving the Owner’s consent to agree to any changes of listed subcontractors at bid time as provided for in the language</p>	

contained in Document 00433 Subcontractor List and Article 17.1 Subcontracts of the General Conditions. To bring the Design Builder into compliance with the Subcontractor terms outlined in the paragraph above, we request F&C direct the Design Builder to address all of the original bid subcontractor changes identified in the Condition paragraph of Finding #1. We thank F&C for adopting the Subcontractor List check off box recommendation to better assist the project manager with enforcement of Subcontractor contract provisions.

**THE SCHOOL BOARD OF BROWARD COUNTY
OFFICE OF THE CHIEF AUDITOR**

Finding #2	Recommendation	Original Management Response	Current Status
<p>The Design Builder has not been able to provide the Shell Subcontractor's performance and payment bond as required by the contract documents. If the Design Builder is unable to provide the Shell Subcontractor bonds, the Owner is entitled to a credit/deductive change order premium amount proportional to the value of the Shell Subcontractor's work identified in the Schedule of Values.</p>	<p>The Owner is amenable with the Design Builder self-performing this work. F&C should determine the credit amount due for the portion of the shell work not bonded and notify the Design Builder to provide the Owner a change order credit for the value of the Shell Subcontractor's bond premium that is proportional to the cost of this work identified in the Schedule of Values.</p>	<p>February 2013 <i>The Design Builder has been notified that a credit is due the owner for the cost of the bond since they are self-performing the work of the tilt wall subcontractor. The Design Builder has agreed that a credit is due. F&C will determine the appropriate credit that is due. Once the credit is received, a change order will be submitted for Board approval, deducting the amount from the Design Builder's contract.</i></p> <p align="center">OCA Follow-up Response</p>	<p>March 2014 OCA Follow-up Response Status - Ongoing Per OCA's analysis, we have identified a credit change order which differs from the proposed change order credit submitted by the Design Builder. (See Exhibit C) We recommend that this item be further reviewed prior to finalizing the credit change order.</p>
		<p>February 2013 We noted that the tilt wall subcontractor, Tilt-Up Plus, LLC executed subcontract agreement in the amount of \$2,039,310 has many Shell Work disciplines listed such as Masonry, Slab on Grade, Formwork, Concrete, and Reinforcing Steel along with Non-Shell Work disciplines such as Vapor Barrier, Wire Mesh, Soil Poisoning, Metals and Hollow Metal Door & Window Frames. The value of the Non-Shell Work discipline work should be eliminated from the subcontract amount to enable the correct calculation performance and payment bond credit due to the Owner. OCA requests that the Office of Facilities & Construction notify OCA of the method used and amount determined as a credit to the owner for the shell work not bonded as a result of the Design Builder self-performing the shell work.</p>	<p>March 2014 OF&C Response A credit change order will be presented to the Board for approval in the near future. (See Exhibit 1 included in the Full Text of Management's Responses)</p>

**THE SCHOOL BOARD OF BROWARD COUNTY
OFFICE OF THE CHIEF AUDITOR**

Finding #3	Recommendation	Original Management Response	Current Status
<p>The Design Builder has decided to self-perform this portion of the shell work (concrete columns, beams, and tilt-up wall panels) as this Shell Subcontractor was unable to provide the required performance and payment bonds. The Design Builder should clarify and inform Facilities & Construction when self-performing subcontract work when they are not using their employees and are continuing to make payments to the non-bondable subcontractor for labor costs to perform this work. At the OCA's request, the Office of the General Counsel provided a legal interpretation (Exhibit G) affirming this version of self-performing is compliant with the law.</p>	<p>The Design Builder should clarify and inform Facilities & Construction when self-performing subcontract work when they are not using their employees and are continuing to make payments to the non-bondable subcontractor for labor costs to perform this work. At the OCA's request, the Office of the General Counsel provided a legal interpretation (Exhibit G) affirming this version of self-performing is compliant with the law.</p>	<p>February 2013 <i>The Office of General Counsel has stated that the self-performing of the work was compliant with the law. We are requesting a formal notification stating the ruling.</i></p> <p><i>Additionally, F&C will include in the Design Build agreement, for future use, that the Design Builder shall notify the owner, should it choose to self-perform subcontract work without the use of its employees, but rather through subcontracted labor.</i></p> <p align="center">OCA Follow-up Response</p> <p>February 2013 EXHIBIT "G"- Office of the General Counsel, Self-performing Work Legal Opinion, may serve as "formal notification stating the ruling" on self-performing subcontract work. In addition to the proposed changes to the Design Build contract documents mentioned in paragraph two of Management Response, F&C may wish to consider adding the following language listed on Document 00433 – Subcontractor List "It is our additional understanding that persons or entities listed on Document 00433, to whom the Owner has no reasonable objection must be used on the work for which they are proposed and may not be changed without the written consent of the Owner." to Article 17 Subcontracts of the General Conditions.</p>	<p>March 2014 OCA Follow-up Response Status – Ongoing Finding #3 remains an ongoing item as the Design Build Agreement and Article 17 of the General Conditions have not been revised as recommended.</p> <p>March 2014 OF&C Response The formal notification from General Counsel is included as Exhibit 2 (previously noted as Exhibit G in the report by the Office of the Chief Auditor [OCA]). Additionally, the Design Builder contract shall be revised by Supply Management & Logistics (SML) to include the proposed language recommendation by the OCA in its Follow-up Response, dated February 19, 2013.</p>

SECTION II
FULL TEXT OF MANAGEMENT RESPONSES

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF FACILITIES & CONSTRUCTION

SHBLEY N. MELONI, R.A., NCARB, LEED® AP
TASK ASSIGNED CHIEF FACILITIES & CONSTRUCTION OFFICER


Telephone: (754) 321-1515

Facsimile: (754) 321-1680

REVISED

March 3, 2014

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
CURRENT STATUS UPDATE REVIEW OF THE
COOPER CITY HIGH SCHOOL DESIGN BUILD
PROJECT #1931/P.000877 SHELL SUBCONTRACTOR'S
PERFORMANCE & PAYMENT BOND STATUS

In response to your request for a current status update of the three findings pertaining to the above referenced project, please see the following:

FINDING #1

A request to modify Document 00493 was made of Supply Management & Logistics (SML) and will be forwarded to your office once received.

FINDING #2

A credit change order will be presented to the Board for approval in the near future. See Exhibit 1.

FINDING #3

The formal notification from General Counsel is included as Exhibit 2 (previously noted as Exhibit G in the report by the Office of the Chief [OCA]). Additionally, the Design Build contract shall be revised by SML to include the proposed language recommended by the OCA in its Follow-up Response, dated February 19, 2013.

SNM:ma
Attachments

c: Ruby Crenshaw, Director, Supply Management & Logistics
Sonja V. Coley, Senior Project Manager, Construction
Frank Girardi, Project Manager III
Audit Response File, Office of Facilities & Construction



Authorization Request

Detailed (with Breakdown of CEs), Grouped by Each Number

Cooper City High School - School Board Project # Project # 2311605 **Skanska USA Building Inc.**
 9401 Stirling Road, Cooper City, Florida 33328 Tel: Fax:

Authorization Request: 029 **Date: 11/15/2013**

To: Frank Girardi School Board of Broward County, Florida 1643 North Harrison Parkway Sunrise, FL 33323	From: Nelmarie Bowe Skanska USA Building Inc. 1815 Griffin Road Suite 204 Dania Beach, FL 33004
---	--

Structural Shell Tilt-Up Bond Credit **Submitted**

SBBC Letter Dated 2.22.2013 Regarding Audit Responses for the CCHS Project **11/22/2013** **0** **(7,523)**

This AR includes a credit for the work associated with Tilt-Up Plus, structural shell work.

This cost was precluded by: To provide the Owner with the maximum savings, Skanska self-performed the Structural work associated with the CCHS project. In response to an SBBC audit of the project and response letter dated 2/22/2013, a credit for the bond associated with the structural shell work is being provided under this AR. Please refer to the attached spreadsheet with the calculations for this credit. Please reference the approved schedule of values for budgets, ODP credit amounts, etc.

Attachments: Skanska Proposal dated 11.15.2013.

[Redacted Section]

159 11/15/2013 (7,523) 0

Bond Credit for Structure

Item No	Item Description	Amt Prop Reference
001	Credit for Tilt-Up Bond Credit - Bond Credit is based on Structural Shell Budget per contract, minus ODP Credits	(7,523)

Approved By: _____
Signature _____
Name _____ **Date** _____



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

(754) 321-1500

Document 01250b (00 63 57)-Change Order Request (Proposal)

To: Attn: Frank Girardi
 Broward County Public Schools
 1643 North Harrison Parkway
 Sunrise, Florida 33323

Change Order Request No.:	029	Date:	11/15/13
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Project No: 1031/P.000877
 Project Title: Cooper City HS Phase "A"
 Facility Name: Cooper City High School

This Change Order Request (Proposal) contains an Itemized quotation for changes in the Contract Sum and/or Time in response to proposed modifications to the Contract Documents based on **Authorization Request No. 029** or other conditions which require this Proposal.

Description of Proposed Change:

This AR includes a credit for the work associated with Tilt-Up Plus, structural shell work.

This cost was precluded by: To provide the Owner with the maximum savings, Skanska self-performed the Structural work associated with the CCHS project. In response to an SBBC audit of the project and response letter dated 2/22/2013, a credit for the bond associated with the structural shell work is being provided under this AR. Please refer to the attached spreadsheet with the calculations for this credit. Please reference the approved schedule of values for budgets, ODP credit amounts, etc.

Attachments: Skanska Proposal dated 11.15.2013.

Reason for Change: Owner Requested Change

Does Proposed Change involve a change in Contract Sum or Time? Yes No

If yes: Proposed Change in Contract Sum:

-\$7,523

Proposed Change in Contract Time: 0 Days

Attached Pages: Proposal Worksheet Summary
 Proposal Worksheet Detail(s)

Contractor: Skanska USA
 1815 Griffin Road Suite 204
 Dania Beach, FL 33004
 Nelmarie Bowe, Asst. Project Manager

By: (Signature)

Attached is supporting information from: Subcontractor Supplier Insurance Agent



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

(754) 321-1500

Document 01250d (00 63 54)-Proposal Worksheet Summary

To: Attn: Frank Glardi
 Broward County Public
 Schools
 1643 N. Harrison Parkway
 Sunrise, FL 33323

Authorization Request No.: 020
 Change Order Request No.: 020

Project No: 1031/P.000877
 Project Title: Cooper City HS Phase "A"
 Facility Name: Cooper City High School

Date Prepared: 11.15.2013

From/Trade: Skanska USA Building Inc.

COR # 026

Contact: Nelmarie Bowe Phone: 954-434-0950

Additions:

Sheet	Item Description	Materials	Labor	Subtotal
1				
2				
3				
4				
Subtotal Additions:				

Deductions:

Sheet	Item Description	Materials	Labor	Subtotal
1	Skanska Credit			-7,523.00
2				
3				
4				
Subtotal Deductions:				

Subtotal Additions: -\$7,523
D/B Mark-Up on Material & Sub's 5%: \$0
Subtotal: -\$7,523
D/B Mark-Up on Grand Total 10%: \$0
Subtotal: -\$7,523
Bond Costs 1%: \$0
Grand Total Budget Cost: -\$7,523

SKANSKA

Tilt-Up Bond Credit - AR # 228

Contractual Cost of Structure (Refer to Schedule of Values)		
\$	1,535,287.00	Tilt-Up Plus
ODP Credits		
\$	(338,392.31)	Gancedo Lumber
\$	(400,269.61)	Supermix
ODP Tax Credits		
\$	(20,303.54)	Gancedo Lumber
\$	(24,016.18)	Supermix
Total Tilt-Up Structural Shell Costs		
\$	752,305.36	
Bond Cost Rate		
		1%
Total Tilt-Up Structural Shell Bond Credit		
\$	(7,523.05)	



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

1643 North Harrison Parkway, Building H • SUNRISE, FLORIDA 33323 • TEL 754-321-1610 • FAX 754-321-1680

OFFICE OF FACILITIES & CONSTRUCTION
SHELLEY N. MELONI, R.A., NCARB, LEEDS AP
TASK ASSIGNED CHIEF FACILITIES & CONSTRUCTION OFFICER

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ROBERT W. RUNCIE
Superintendent of Schools

February 22, 2013

Mr. Jose Capellan
Skanska USA
1815 Griffin Road, Suite 204
Dania, FL 33004

**RE: Cooper City High School
Project No. P. 000877
Subcontractor Lists and Contracts**

This is to confirm our conversation regarding the internal audit performed on the Cooper City High School Phased Replacement. As discussed you need to submit, per your contract, a copy of all of your executed subcontracts on this project. In addition, you will need to submit, on a monthly basis with your requisition, an updated subcontractor list with any additional contracts that were executed during that time period.

It has also been determined that a credit is due the Owner for the Tilt-Up bond that was not required due to Skanska USA self performing that work.

If you have any questions regarding the above, please contact me at 954-249-4213.

Sincerely,

Frank Girardi
Project Manager III

c: Project File

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF THE GENERAL COUNSEL

K.C. WRIGHT ADMINISTRATION BUILDING
600 SOUTHEAST THIRD AVENUE, 11TH FLOOR
FORT LAUDERDALE, FLORIDA 33301
Telephone: (754) 321-2050
Facsimile: (754) 321-2705

J. PAUL CARLAND, II
GENERAL COUNSEL

MEMORANDUM

TO: Robert Goode, Manager
Facilities Audits

FROM: Thomas C. Cooney, Assistant General Counsel *TC*

DATE: January 31, 2013

SUBJECT: Self-Performance of Shell Contracting by Skanska USA Building, Inc.
Cooper City High School, Project P000877

This is in response to your e-mail dated December 20, 2012 (attached), requesting a legal opinion as to:

Question: "Is the Skanska version of Self-performing the Tilt Up Precast Concrete, as described in [your e-mail] a legal way to prosecute the work under [] Florida law?"

Answer: Yes; Skanska's proposed method of self-performing the tilt-up concrete work is legal.

Please see the following which address all issues identified in your e-mail:

Substitution of Subcontractors – You have identified the fact that Skanska substituted tilt-wall and concrete subcontractors in violation of the terms of its contract with the School Board. Review of the attachments to your e-mail also reveals that Skanska has substituted numerous other subcontractors, including, but not limited to those associated with Drywall Framing, Painting, Fire Protection, HVAC, Lab Casework, Aluminum Canopies, etc. Does the audit identify and address all subcontractor substitutions?

Question: What are our rights and remedies under the contract? The contract contains no specific penalties for improper substitution of subcontractors. However, the District has the right to audit project documentation and to demand Skanska provide "good cause" to justify replacement of subcontractors pursuant to Article 17.1 of the contract.

Self-Performance of Work – Skanska intends to "self-perform" tilt-wall work and you question whether this is permissible under Florida law. As a Certified General Contractor, Skanska has a

Robert Goode
Page 2 of 2

~~right as a matter of law to self-perform the work in question.~~ The manner and sequence with which such work is performed (and paid for) is of no legal consequence. ~~Skanska remains obligated to comply with the contract with respect to such self-performed work.~~ Skanska remains obligated to comply with the contract with respect to such self-performed work.

Bonding of Work – By self-performing work, Skanska avoids the need to obtain separate subcontractor bonds for such. You are correct to investigate and determine the actual savings associated with such work so that such savings are returned to the District. It should be noted that subcontractor bonds are in addition to the primary bonds provided for the project. Irrespective of subcontractor bonds, Skanska maintains separate payment and performance bonds which cover the entirety of the project.

TCC:tcc

Encl. E-mail from Robert Goode dated December 20, 2012 w/attachments

From:  **Thomas C. Cooney** Friday, February 28, 2014 1:32:54 PM 
Robert Goode
<oca_copier@browardschools.com>

Subject: Fwd: Cooper City H S - P000877 Skanska Design Buildr - Self Prfmng Shell Subcont

To:  **Shelley N. Meloni**

Attachments:  DOC122012.pdf / Uploaded File 564K

----- Original Message -----

Message Thu, Dec 20, 2012 11:03 AM
From: Robert Goode
<oca_copier@browardschools.com>
To: Thomas C. Cooney
Cc: Patrick O. Reilly Joe Wright.
Subject: Cooper City H S - P000877 Skanska Design Buildr - Self Prfmng Shell Subcontractor
Attachments: DOC122012.pdf Uploaded File 564K

Tom, Superintendent Runcie requested the Office of the Chief Auditor to investigate the status of the Shell Subcontractor's performance and payment bonds for the subject project. We are near completion of an audit report on the matter and would like your legal opinion on a position Skanska has taken. I will follow the 11/3/2011 memorandum protocol for requesting legal opinions related to audit activities as set forth below.

Background and Understanding:

We found that Skanska did not follow the contract provisions that govern substitution of subcontractors listed in Document 00433 Subcontractor List, last sentence, (Attached) turned in at bid time nor were they in compliance Article 1 Subcontractors, paragraph 17.1 last sentence (Attached) of the General Conditions.

A more detailed job-site subcontractor list (Attached) provided by Skanska identified the replacement shell subcontractor as Tilt-Up Plus, LLC for Division : Tilt-Up Precast Concrete work. Apparently Tilt-Up Plus is unable to provide a performance and payment bond as required by Article 18 Bonding of Subcontractors. A later revised Document 00433 – Subcontractor List dated 12/10/12 (Attached) identified Skanska USA Building, Inc. Self-Performing the Tilt Wall work.

Explanation and Discussion:

The legal question we have is how Skanska plans to carry out the Self-performing Tilt Wall work. Skanska's version of Self-performing is to pay for the materials (concrete, rebar, form lumber....) and allow Tilt-Up Plus employees to carry out the work and reimburse Tilt-Up Plus in monthly lump sum payments to enable Tilt-Up Plus to cut checks to their employees. We understand that under the Design Build Hard Bid delivery, the means and ways are the Design Builder's prerogative, however we are not sure the foregoing Self-performing arrangement is legal. Our understanding/opinion of Self-performing would be for Skanska to employ Tilt-Up Plus employees as their labor force employees and make payroll checks from Skanska to the former Tilt-Up Plus employees.

We are not aware of any state statute or SBBC Design Build Contract language that addresses Self-performing employees and their compensation. It appears to us that Skanska may be circumventing the traditional or logical Self-performing employment and compensation process with some hybrid that allows Tilt-Up Plus to continue the work as a subcontractor, continue to be paid as a subcontractor, avoid providing the performance and payment bond (We will demand the bond premium be reimbursed to SBBC) and Skanska claims they are still Self-performing the work.

The Question: Is the Skanska version of Self-performing the Tilt Up Precast Concrete, as described in the paragraph above, a legal way to prosecute the work under the Florida law? Please provide us your legal opinion.

Robert L. Goode
Manager, Facility Audits
Office: 754-321-2407
Fax: 754-321-2719
robert.goode@browardschools.com

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

(754) 321-1600

Document 00433 - Subcontractors List

Project No: 1931/P.000877
 Project Title: Phase "A"
 Facility Name: Cooper City High School

We propose to use the following Subcontractors on the above Project as required by the proposed Contract Documents. It is our understanding that if the Owner has reasonable objection to a proposed person or entity, we may either (1) Withdraw our Bid (and forfeit our Bid Bond) or (2) Submit an acceptable substitute person or entity with no change or adjustment in our submitted Bid Price. It is our additional understanding that persons or entities listed below to whom the Owner has no reasonable objection must be used on the work for which they are proposed and may not be changed without the written consent of the Owner.

Item No.	Work (Spec No.)	Subcontractor Firm	Address:	Phone:	Representative
1.	Architect	Song + Associates	400 Australian Avenue, Floor West Palm Beach, FL 33401	(561) 655-2423	Mark Clary
2.	Site Work	Solution Construction	7955 NW 12th Street Ste. 425 Doral, FL 33126	786.621.8550	Andres Correa
3.	Drywall & Painting	Southern Painting	10172 NW 47 Street Sunrise, FL 33351	954-318-3114	Charmaine Orden
4.	Lab Casework	Space Environmental	2430 NE 20 Ave Lighthouse, FL	954-782-3352	John Burges
5.	Administration	Garth Solutions	3350 SW 148 Avenue Miramar, FL 33027	954-734-2809	Yvonne Garth
6.	Alum Canopies	Dittmer	1006 Shepard Rd Winter Springs FL	407-699-1755	David Ouellette
7.	Roof	Tecta America	7600 NW 74 Ave Miami, FL	305-592-5385	Rick Cover
8.	Structural Eng.	Andrew Morgan	513 US 1 North Palm Beach, FL 33408	561-881-8999	Andrew Morgan
9.	Landscaping	Arazoza Brothers	PO Box 924890 Homestead, FL	305-246-3223	Robert Ayala
10.	MEP Engineers	SGM Engineering	935 Lake Baldwin Lane Orlando, FL 32834	407-767-5188	Jerry Schneider
11.	HM Doors	Quality Engineering Prod	4500 Quality Lane Tampa, FL 33634	813-885-1693	Rob Lakotas
12.	Concrete	*Christina's Concrete, Inc.	3307 S. Clarcona Road Apopka, FL 32703	321-332-1739	Harold Riddle
13.					

Continue on reverse if necessary

Submitted By:
 Company Name & Skanska USA Building Inc
 Address: 1815 Griffin Road Suite 204
 Dania Beach, FL 33004
 Phone: 954-920-5167

Russell [Signature]
 Signature
Senior Vice President
 Title

Document 00433 - Subcontractors List (Continued)

Item No.	Work (Spec No.)	Subcontractor Firm	Address:	Phone:	Representative
14.	Millwork/Ceilings Flooring/Shelving	IMR Development Corp	2750 N. 29th Ave Suite 120 Hollywood, FL 33020	(954) 251-2984	Keith Jennings
16.	Electrical	Superior Electrical Contractors	2151 N.W. 93 Avenue Doral, FL 33172	305-477-6328	Reynaldo Madiedo
16.	Plumbing	Healey Plumbing	1238 SW 6th Street Pompano Beach, FL 33436	(954) 325-2513	Pete Healey Jr.
17.	HVAC	Rapid Act, Inc.	6625 Miami Lakes Drive #425 Miami Lakes, FL 33483	305-364-3700	Dolly Hernandez
18.	Fire Protection	Francis Engineering, Inc.	1232 SW 31 Avenue Fort Lauderdale, FL 33312	954-584-7910	Orrett A. Francis
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- 16.6.7 The Design/Builder shall not do any Work requiring shop drawings or other submittals unless such have been approved in writing by the Design Criteria Professional.
- 16.6.8 All Work requiring approved shop drawings or other submittal shall be done in compliance with said approved documents. However, approval by the Design Criteria Professional or the Owner shall not be evidence that Work installed pursuant thereto conforms with the requirements of the Contract Documents. DCP's review of any submittal does not constitute approval of the entire assembly, of which any given item(s) are a part.
- 16.6.9 The Owner and the Design Criteria Professional shall have no duty to review partial submittal or incomplete submittal except as may be provided otherwise within the Contract Documents.
- 16.6.10 The Design/Builder shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection.
- 16.6.11 The Design/Builder shall have the duty to carefully review, inspect and examine any and all submittal and resubmittals before submission of same to Owner or the Design Criteria Professional. Additional submittals beyond a submittal and a resubmittal shall be cause for the Owner's and Design Criteria professional's time to be back charged to the Design/Builder.
- 16.6.12 Shop Drawings and other submittals: Submittals returned for resubmission shall not be cause for a claim for time extension of the project schedule.
- 16.7 The Design/Builder shall maintain the Project site in a reasonably clean condition during performance of the Work. Upon final completion, the Design/Builder shall thoroughly clean the Project site of debris, trash and excess materials or equipment. In the event the Project is located at or near occupied facilities, then Owner may establish additional rules and regulations regarding condition at the Project, including but not limited to, keeping the Project and the occupied premises clean, safe and secure.
- 16.8 At all times, the Design/Builder shall permit the Owner and the Design Criteria Professional to enter upon the Project site and to review or inspect the Work.

ARTICLE 17. SUBCONTRACTS

- * 17.1 The Contract Documents make no attempt to fix the scope of Work of any neither Subcontractor nor the responsibilities of any such Subcontractor, it being understood that the Design/Builder shall fix the scope of all Work and responsibilities of the Subcontractor. Design/Builder shall not replace Subcontractor without good cause.
- 17.2 The Design/Builder shall continuously update information concerning Subcontractors submitted to the Owner as Post-Award Information by submitting:
 - 17.2.1 The general form of Subcontract Agreement used by the Design/Builder within 30 days of execution of the Construction Contract.
 - 17.2.2 Updated listings of Subcontractors denoting changes to the list submitted as Post-Award Information within 10 days of said change.
 - 17.2.3 Copies of executed subcontractor Contracts within 10 days of their execution.
 - 17.2.4 A complete accounting of all payments made to Subcontractors and the balances owed to the Subcontractors with each Application for Payment submitted by the Design/Builder.
- 17.3 All contracts with subcontractors shall incorporate by reference the terms and conditions of the Contract.
- 17.4 The Design/Builder shall cause and require being 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 Design/Builder is replaced by another Design/Builder pursuant to the term of the Contract Documents. The Design/Builder shall also include in all subcontracts a provision

Subcontractor	Address	Contact	Phone Number	Fax	Mobile	Email
Song & Associates, Inc Div. 01 Design Consultant Cousins Surveyors & Associates, Inc.	400 Australian Avenue South, 5th Floor West Palm Beach, Florida 33401	Mark Clary	561-655-2423	561-655-1482		mdclary@songandassociates.com
Div. 02 Surveying and Mapping	3821 SW 47th Avenue, Ste. 1011 Davie, FL 33314	Richard Cousins	954-689-7766	954-689-7799		RECsurveyr@aol.com
Wildcat Demolition Div. 01 Demolition	PO Box 8431 Coral Springs, Florida 33075	Stuart Roberts	954-766-9992 x-111	954-763-3583		stuart@wildcatdemo.com
Carlson Fence Company, Inc. Div. 02 Chain Link Fences & Gates EarthTech Geotechnical Construction Services	8491 NW 64th Street FL 33166 Miami	Ron Davis Mark Davis	305-593-8359	305-477-5136		ron@carlsonfence.com; mark@carlsonfence.com
Div. 02 Vibro-Compaction	2620 Hunt Road Land O' Lakes, Florida 34638	Mr. Bud R. Khouri, P.E.	813-909-8000	813-909-8001	727-560-5699	bkhouri@earthtech.net
Solution Construction, Inc. Div. 02 Site / Earthwork / Utilities	7955 NW 12th Street, Ste. 425 Doral, FL 33126	Lain Ruiz Andres Corea	786-621-8550 786-621-8550	786-524-0775	786-290-6468	lian@solutionconstruction.net; andres@solutionconstruction.net
Arcoza Bros., Corp. Div. 02 Landscaping / Irrigation / Tree Relocation / Tree Removal	P.O. Box 924890, Homestead, FL 33092	Tedd Kenny	305-246-3223	305-246-0481	786-999-2163	tkenny@arcozabrothers.com
Tile-Up Plus, LLC Div. 03 Tile-Up	12599 NW 107th Avenue Miami, Florida 33178	Timothy Streeter	305-885-4546	305-885-4547	786-208-8458	tim@tileupplus.com
Structural Prestressed Industries, Inc. Div. 03 Precast Prestressed Concrete Joists & Beams	11405 N.W. 112th Court Miami, Florida 33178	Guillermo Navarro	(305) 556-6699	(305) 556-9696		Gnavarro@spimiami.com
Foster Construction of South Florida Div. 03 Concrete Sidewalks Labor Only	400 NW 183rd Street Miami, Florida 33169	Corey Ritchie			904-505-7591	critchie@fosterconstructionfl.net
All Dade Fence, Inc. Div. 05 Miscellaneous Metals and Structural Steel	2720 West 78th Street Hialeah, FL 33016	Manny Palmero	305-826-2535	305-512-4360	305-506-5546	manny@alldadefences.com
Star Quality, Inc. Div. 06 Architectural Millwork	4006 W. Crest Ave Tampa, Florida 33614	Max Sanchez	813-875-9555 x-203	813-875-2663		max@starqualityinc.com
TECTA America Div. 07 Roofing	1431 SW 30th Avenue Deerfield Beach, Florida 33442	Craig Partin	754-227-0794		954-317-8960	cpartin@tectamerica.com





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

(754) 321-1500

Document 00433 - Subcontractors List

Project No: 1931/P.000877
 Project Title: Phase "A"
 Facility Name: Cooper City High School

* Updated 12/10/12

We propose to use the following Subcontractors on the above Project as required by the proposed Contract Documents. It is our understanding that if the Owner has reasonable objection to a proposed person or entity, we may either (1) Withdraw our Bid (and forfeit our Bid Bond) or (2) Submit an acceptable substitute person or entity with no change or adjustment in our submitted Bid Price. It is our additional understanding that persons or entities listed below to whom the Owner has no reasonable objection must be used on the work for which they are proposed and may not be changed without the written consent of the Owner.

Item No.	Work (Spec No.)	Subcontractor Firm	Address:	Phone:	Representative
1.	Architect	Song + Associates	400 Australian Avenue, Floor West Palm Beach, FL 33401	(561) 655-2423	Mark Clary
2.	Site Work / Utilities / Demo	Solution Construction	7955 NW 12th Street Ste. 425 Doral, FL 33126	786.621.8550	Andres Correa
3.	Drywall Framing	Acousti Engineering	500 SW 21st Terrace - B-103 Fort Laud, FL 33312	561-863-2441	Jim Reardon
4.	Lab Casework	Mark Products - dhl	14218 SW 136th. Street Miami, FL 33186	305-232-4461	Robert DeMarla
5.	Vibro Compaction	EarthTech	2620 Hunt Road Land O'Lakes, FL 34638	813-909-8000	Bud R. Khouri, P.E.
6.	Alum Canopies	Perfection Architectural	2310 Mercator Drive Orlando, FL 32807	407-671-6225	Robert Jones
7.	Roof	Tecta America	7600 NW 74 Ave Miami, FL	305-592-5385	Rick Cover
8.	Structural Eng.	Andrew Morgan	513 US 1 North Palm Beach, FL 33408	561-881-8999	Andrew Morgan
9.	Landscaping	Arazoza Brothers	PO Box 924890 Homestead, FL	305-246-3223	Robert Ayala
10.	MEP Engineers	SGM Engineering	935 Lake Baldwin Lane Orlando, FL 32814	407-767-5188	Jerry Schneider
11.	HM Doors	Quality Engineering Prod	4500 Quality Lane Tampa, FL 33634	813-885-1693	Rob Lakotas
* 12.	Tilt Walls	* Skanska USA Self Perform	1815 Griffin Road Suite 204 Dania Beach, FL 33004	954-920-5167	Steve Williams
13.	Precast Joists / Soffit Beams	Structural Prestressed Industries, Inc. (SPI)	11405 N.W. 112th. Court Miami, FL 33178	305-566-6699	Ricardo Cuellar

Continue on reverse if necessary

Submitted By:

Company Name & Address: Skanska USA Building Inc
 1815 Griffin Road Suite 204
 Dania Beach, FL 33004
 Phone: 954-920-5167

 Signature

 Title

Document 00433 - Subcontractors List (Continued)

Item No.	Work (Spec No.)	Subcontractor Firm	Address:	Phone:	Representative
14.	Millwork	Star Quality, Inc.	4006 W. Crest Avenue Tampa, FL 33614	813-876-2663	Max Sanchez
15.	Electrical	Superior Electrical Contractors	2151 N.W. 93 Avenue Doral, FL 33172	305-477-6328	Reynaldo Madiedo
16.	Plumbing	Healey Plumbing	1238 SW 6th Street Pompano Beach, FL 33436	(954) 325-2513	Pete Healey Jr.
17.	HVAC	Hyvac, Inc.	3400 SW 10th. Street Deerfield Beach, FL 33442	954-427-3811	Larry Hall
18.	Fire Protection	Sprinkermatic Automatic	4740 Davie Road Davie, FL 33314	954-327-3686	Tim O'Brien
19.	HVAC Controls	Roth Southeast	2260 SW 66th. Terrace Davie, FL 33314	954-423-6640	Curtis Eaton
20.	Surveyors	Cousins Surveyors & Assoc.	3921 SW 47th. Avenue Davie, FL 33314	954-689-7766	Richard Cousins
21.	Chain Link Fence	Carlson Fence Company	8491 NW 64th. Street Miami, FL 33166	305-593-8359	Mark Davis
22.	Site Sidewalks	Foster Construction of South Florida	400 NW 183rd. Street Miami, FL 33169	904-505-7591	Corey Ritchie
23.	Mis'c. Metals	All Dade Fence, Inc.	2720 West 78th. Street Hialeah, FL 33016	305-826-2535	Manny Palmero
24.	Waterproofing /	Metro Caulking	1100 S.W. 30th. Avenue Pompano Beach, FL 33069	954-974-0770	Jeff Schyder
25.	Windows	Arso Enterprises dba Sol-A-Trol	4101 NW 132nd. Street Miami, FL 33054	305-681-2020	Tony Soler, Jr.
26.	Overhead Coiling Door Systems	of So. Florida Doors	1300 N.W. 15th. Avenue Pompano Beach, FL 33069	954-935-7000	Loren Chesanow
27.	Door Installation	Hurricane Resistant Const	12105 Limestone Way Cooper City, FL 33326	954-431-7935	Michael Gordon
28.	Folding Partition Walls	Southeastern Surfaces & Equipment, Inc.	P.O. Box 602 New Smyrna Beach, FL	954-973-7144	Jim Gillen
29.	Resinous Flooring	Pollicrete	9300 Fountainbleau Blvd. Miami, FL 33172	305-552-7026	Romel Pana
30.	Painting	Fletcher Enterprises	4355 Fairmont Street Orlando, FL 32808	407-290-1188	Junior D. Fletcher
31.	Elevator	ThyssenKrupp	7567 Central Industrial Dr Riviera Beach, FL 33404	561-791-4342	Tiff Maraist
32.	Mis'c Specialties	Lotspiech Co. of Florida	6351 NW 28th. Way, Suite A Fort Laud, FL 33309	954-978-2388	Bianca Bayser
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**SECTION III
EXHIBITS**

SKANSKA

Tilt-Up Bond Credit - AR # 228

Contractual Cost of Structure (Refer to Schedule of Values)		
\$	1,535,287.00	Tilt-Up Plus
ODP Credits		
\$	(338,392.31)	Gancedo Lumber
\$	(400,269.61)	Supermix
ODP Tax Credits		
\$	(20,303.54)	Gancedo Lumber
\$	(24,016.18)	Supermix
Total Tilt-Up Structural Shell Costs		
\$	752,305.36	
Bond Cost Rate		
	1%	
Total Tilt-Up Structural Shell Bond Credit		
\$	(7,523.05)	

SKANSKA

Tilt-Up Bond Credit - AR # 228

3/3/2014

Contractual Cost of Structure (Refer to Schedule of Values)		
\$	1,535,287.00	Tilt-Up Plus
ODP Credits		
\$	-	Gancedo Lumber
\$	-	Supermix
ODP Tax Credits		
\$	-	Gancedo Lumber
\$	-	Supermix
Total Tilt-Up Structural Shell Costs		
\$	1,535,287.00	
Bond Cost Rate		
		1%
Total Tilt-Up Structural Shell Bond Credit		
\$	(15,352.87)	

EXHIBIT C

ANALYSIS OF THE CREDIT CHANGE ORDER AMOUNT FOR THE SHELL SUBCONTRACTOR'S PERFORMANCE AND PAYMENT BOND

Originally, the OFC had provided the Design Builder's response and supporting calculation that offered a \$7,523.05 (See Exhibit A) credit reimbursement in lieu of their shell subcontractor's providing the performance and payment bonds for the shell work as required by the contract documents. After discussion between the OCA and OFC regarding the proposed credit, the design builder increased the credit amount to \$15,353. (See Exhibit B)

The analysis performed by the Office of the Chief Auditor identified that the credit change order amount should be \$36,495.78, a difference of \$21,142.78 due from the Design Builder.

1. The District awarded the contract for the base bid amount of \$18,099,285 for this project (See Exhibit F), which included the Shell/Subcontractor's Performance and Payment Bond fees. The original subcontractor's list accompanying the bid on July 11, 2011, listed Christina's Concrete, Inc., as the concrete subcontractor (See Exhibit D). A performance and payment bond for the shell work was included in the base bid contract price submitted to the District. The Design Builder elected to self-perform the majority of the shell work; thereby saving the cost of the performance and payment bond fee for the balance of the shell work.
2. The shell work costs on the original Schedule of Values signed by the Design Builder and provided to our office on February 5, 2014 identifies line item costs (numbers 30, 31, 32, 34, 35, 37, 38, 40, 42 and 43) that total \$3,098,052, of which \$2,433,052 is not bonded (See Exhibit E). Applying the 1.5% performance and payment bond fee to the shell subcontract amount of \$2,433,052 calculates to a \$36,495.78 bond premium credit to the Owner. We verified with Christina's Concrete, Inc. that their bid included a 1.5% Performance and Payment Bond fee.

A recap of OCA's calculations and the proposed credit from the Design Builder is included on the next page.

ANALYSIS OF THE CREDIT CHANGE ORDER AMOUNT FOR THE SHELL SUBCONTRACTOR'S PERFORMANCE AND PAYMENT BOND		
Design Builders Original Schedule of Values Shell Subcontractors Item No. (See Exhibit E)	Description	Scheduled Value
30	Cast in Place Concrete	\$ 604,210.00
31	Pre-cast Pre-stressed joist and beams	\$ 19,457.00
32	Pre-cast Pre-stressed concrete	\$ 50,032.00
34	Tilt-up Pre-Cast Concrete	\$ 609,083.00
35	Concrete Repair	\$ 4,873.00
37	Masonry Units	\$ 284,230.00
38	Reinforced Masonry	\$ 187,881.00
40	Masonry Patch work	\$ 9,635.00
42	Structural Steel	\$ 1,309,938.00
43	Steel Joints	\$ 18,713.00
	Total	\$ 3,098,052.00
	Less the bonded portion of the Pre-cast subcontractor shell work (See Exhibit G)	\$ (665,000.00)
	Total shell work not bonded	\$ 2,433,052.00
	1.5% Performance & Payment Bond Fee	x .015
	OCA's proposed P&P Bond credit from the Design Builder for self performing the shell work	\$ 36,495.78
	Less the Design Builder's proposed credit for P&P Bonds for self performing the shell work (See Exhibit B)	\$ (15,353.00)
	Difference between OCA's and Design Builders' credit calculations	\$ 21,142.78

EXHIBIT D



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

(754) 321-1600

Document 00433 - Subcontractors List

Project No: 1931/P.000877
 Project Title: Phase "A"
 Facility Name: Cooper City High School

We propose to use the following Subcontractors on the above Project as required by the proposed Contract Documents. It is our understanding that if the Owner has reasonable objection to a proposed person or entity, we may either (1) Withdraw our Bid (and forfeit our Bid Bond) or (2) Submit an acceptable substitute person or entity with no change or adjustment in our submitted Bid Price. It is our additional understanding that persons or entities listed below to whom the Owner has no reasonable objection must be used on the work for which they are proposed and may not be changed without the written consent of the Owner.

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2.	Site Work	Solution Construction	7955 NW 12th Street Ste. 425 Doral, FL 33126	786.621.8550	Andres Correa
3.	Drywall & Painting	Southern Painting	10172 NW 47 Street Sunrise, FL 33351	954-318-3114	Charmaine Orden
4.	Lab Casework	Space Environmental	2430 NE 20 Ave Lighthouse, FL	954-782-3352	John Burges
5.	Administration	Garth Solutions	3350 SW 148 Avenue Miramar, FL 33027	954-734-2809	Yvonne Garth
6.	Alum Canopies	Dittmer	1006 Shepard Rd Winter Springs FL	407-699-1755	David Ouellette
7.	Roof	Tecta America	7600 NW 74 Ave Miami, FL	305-592-5385	Rick Cover
8.	Structural Eng.	Andrew Morgan	513 US 1 North Palm Beach, FL 33408	561-881-8999	Andrew Morgan
9.	Landscaping	Arazoza Brothers	PO Box 924890 Homestead, FL	305-246-3223	Robert Ayala
10.	MEP Engineers	SGM Engineering	935 Lake Baldwin Lane Orlando, FL 32814	407-767-5188	Jerry Schneider
11.	HM Doors	Quality Engineering Prod	4500 Quality Lane Tampa, FL 33634	813-885-1693	Rob Lakofas
12.	Concrete	Christina's Concrete, Inc.	3307 S. Clarcona Road Apopka, FL 32703	321-332-1739	Harold Riddle
13.					

Continue on reverse if necessary

Submitted By:

Company Name & Skanska USA Building Inc
 Address: 1815 Griffin Road Suite 204
 Dania Beach, FL 33004
 Phone: 954-920-5167

Russell [Signature]
 Signature
 Senior Vice President
 Title

EXHIBIT D

Document 00433 - Subcontractors List (Continued)

Item No.	Work (Spec No.)	Subcontractor Firm	Address:	Phone:	Representative
14.	Miltwork/Ceilings Flooring/Shelving	IMR Development Corp	2750 N. 29th Ave Suite 120 Hollywood, FL 33020	(954) 251-2984	Kelth Jennings
15.	Electrical	Superior Electrical Contractors	2151 N.W. 93 Avenue Doral, FL 33172	305-477-6328	Reynaldo Madiedo
16.	plumbing	Healey Plumbing	1238 SW 6th Street Pompano Beach, FL 33436	(954) 325-2513	Pete Healey Jr.
17.	HVAC	Rapld Act, Inc.	6625 Miami Lakes Drive #425 Miami Lakes, FL 33483	305-364-3700	Dolly Hernandez
18.	Fire Protection	Francis Engineering, Inc.	1232 SW 31 Avenue Fort Lauderdale, FL 33312	954-584-7910	Orrett A. Francis
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The School Board of Broward County, Florida
Facilities and Construction Management Division
 1643 North Harrison Parkway, Building "H" Sunrise, Florida 33323
 (754) 324-1600

Document 00435 - Schedule of Values

Project No: 1931/P.000877

Project Title: Phase "A"

Facility Name: Cooper City High School
 Design/Builder: _____

Date Submitted: _____

Original Post Bid Submittal: Yes No

Accompanying Requisition for Payment No.: _____

A Item No.	B Project Manual Section No.	C Description of Work	D Scheduled Value	D Scheduled Value	E Work Completed From Previous Application	F Work Completed This Period	G Materials Presently Stored to Date (Not in E or F)	H Total Completed & Stored to	I % H/D	J Balance to Finish (D-H)	K Retainage
1	Div. 1	GENERAL REQUIREMENTS	\$1,350,974	\$1,200,000							
2	Div. 2	SITE WORK									
3	02110	Site Clearing	\$105,437	\$93,848							
4	02200	Earthwork	\$170,483	\$150,318							
5	02220	Excavation and Fill for Utility Systems	\$39,822	\$35,112							
6	02222	Building Demolition	\$142,222	\$125,400							
7	02360	Soil Treatment	Included	Included							
8	02510	Asphaltic Concrete Paving for Parking and Drives	\$452,185	\$469,239							
9	02533	Packaged Lift Station	Included	\$0							
10	02551	Maintenance of Traffic	Included	\$0							
11	02580	Parking Markings	Included	\$0							
12	02605	Precast Manholes	\$25,509	\$22,491							
13	02720	Storm Drainage	\$245,907	\$216,821							
14	02730	Sanitary Sewerage	\$381,705	\$336,558							
15	02747	Asphaltic Concrete Paving for Playcourts and Tracks	\$320,229	\$282,353							
16	02755	Color Surfate for Play Courts	Included	\$0							
17	02765	Playcourt Pavement Marking	Included	\$0							
18	02773	Safety Surface	\$6,065	\$5,348							
19	02780	Exterior Electrical Work Underground	Included	Included							
20	02810	Landscape Irrigation	\$69,915	\$61,645							
21	02830	Chain Link Fences and Gates	\$129,962	\$114,590							
22	02848	Parking Bumpers	\$12,846	\$11,326							
23	02860	Playfield Equipment and Structures	\$70,949	\$18,471							
24	02890	Traffic Signs and Signalization	Included	\$0							
25	02950	Trees, Plants and Groundcovers	\$82,122	\$72,409							
26	02931	Sodding	\$69,915	\$61,645							



The School Board of Broward County, Florida
 Facilities and Construction Management Division
 1643 North Harrison Parkway, Building "H" Sunrise, Florida 33323
 (754) 321-1500

Document 00435 - Schedule of Values

Project No: 1934/P-000877

Date Submitted: _____

Project Title: Phase "A"

Original Post Bid Submitted: Yes No

Facility Name: Cooper City High School

Accompanying Requisition for Payment No.: _____

Design/Builder: _____

A	B	C	D	D	E	F	G	H	I	J	K
Item No.	Project Manual No. / Section No.	Description of Work	Scheduled Value	Scheduled Value	Work Completed Previous	Work Completed	Materials Presently Stored On Site	Total Completed & Stored to	% M/D	Balance to Finish (D-H)	Retainage
27	Div. 3	CONCRETE					0.00				
28	03100	Concrete Formwork	Included	Included							
29	03200	Concrete Reinforcement	Included	Included							
30	03300	Cast-In-Place Concrete	\$804,210	\$804,210		604,210.00	604,210.00				
31	03410	Precast Prestressed Joists and Beams	\$19,457	\$19,457		19,457.00	19,457.00				
32	03415	Precast Prestressed Concrete	\$50,032	\$50,032		50,032.00	50,032.00				
33	03520	Insulating Concrete	In Roof Insul.	\$44,114							
34	03470	Tilt-Up Precast Concrete	In Roof Insul.	\$597,042							
35	03700	Concrete Repair	\$4,873	\$4,296		609,083.00	609,083.00				
36	Div. 4	MASONRY					4,873.00				
37	04200	Masonry Units	\$284,230	\$250,611		284,230.00	284,230.00				
38	04230	Reinforced Unit Masonry	\$187,881	\$165,658		187,881.00	187,881.00				
39	04270	Glass Unit Masonry	NA	NA							
40	04530	Masonry Patchwork	\$9,683	\$8,495		9,635.00	9,635.00				
41	Div. 5	METALS					1,309,938.00				
42	05120	Structural Steel	\$1,309,938	\$1,155,000		1,309,938.00	1,309,938.00				
43	05210	Steel Joists	\$38,713	\$16,500		18,713.00	18,713.00				
44	05330	Steel Deck	NA	NA							
45	05400	Cold Formed Metal Framing	Included	Included		3,098,052.00	3,098,052.00				
46	05500	Metal Fabrications	\$56,140	\$49,500							
47	05511	Metal Stairs	\$169,421	\$148,500							
48	05520	Metal Handrails and Railings	\$918,128	\$280,500							
49	05551	Stair Nosing	Included	Included							
50	Div. 6	WOOD AND PLASTICS									



The School Board of Broward County, Florida
 Facilities and Construction Management Division
 1843 North Harrison Parkway, Building "H" Sunrise, Florida 33323
 (754) 321-1500

Document 00435 - Schedule of Values

Project No: 1931/P-000877

Project Title: Phase "A"

Facility Name: Cooper City High School

Design/Builder

Date Submitted: _____

Original Post Bid Submittal: Yes No

Accompanying Requisition for Payment No.: _____

A Item No.	B Project Manual Section No.	C Description of Work	D Scheduled Value	D Scheduled Value	E Work Completed		F This Period	G Materials Presently Stored to Date (Not in E or F)	H Total Completed & Stored to	I % H/D	J Balance to Finish (D-H)	K Retainage
					From Previous Application	From Previous Application						
51	06100	Carpentry	\$0	\$0								
52	06300	Wood Treatment	NA	NA								
53	06400	Custom Cabinets	\$209,817	\$185,000								
54	Div. 7	THERMAL AND MOISTURE PROTECTION										
55	07121	Cold Fluid-Applied Waterproofing	\$436	\$385								
56	07190	Vapor Barrier	In Conc	In Conc								
57	07210	Building Insulation	In Trades	In Trades								
58	07220	Roof Insulation	\$13,224	\$11,660								
59	07270	Firestopping and Smoke Barrier Caulking	In Trades	In Trades								
60	07324	Concrete Roofing Tiles	NA	NA								
61	07510	Built-Up Asphalt Roofing System	NA	NA								
62	07540	Thermoplastic Membrane Roofing	\$42,317	\$37,312								
63	07551	Modified Bitumen Roofing	NA	NA								
64	07600	Flashing and Sheet Metal	\$4,628	\$4,081								
65	07631	Gutters and Downspouts	\$9,306	\$2,815								
66	07716	Roof Expansion Joints	\$2,314	\$2,041								
67	07722	Roof Scuttles and Automatic Fire Vents	\$198	\$175								
68	07724	Prefabricated Curbs	\$132	\$117								
69	07812	Spray Applied fire Resistive Material	NA	NA								
70	07920	Joint Sealants	\$21,379	\$18,850								
71	Div. 8	DOORS AND WINDOWS										
72	08110	Steel Doors and Frames	\$72,212	\$63,671								
73	08210	Flush Wood Doors	\$86,654	\$78,405								
74	08305	Access Doors and Panels	In Trades	In Trades								
75	08393	Overhead Coiling Doors	\$17,761	\$15,660								
76	08400	Entrances & Storefronts	\$92,782	\$81,808								



The School Board of Broward County, Florida
 Facilities and Construction Management Division
 1643 North Harrison Parkway, Building "H" Sunrise, Florida 33323
 (754) 321-1500

Document 00435 - Schedule of Values

Project No: 1931/P-000877
 Project Title: Phase "A"
 Facility Name: Cooper City High School
 Design/Builder:

Date Submitted: _____
 Original Post Bid Submittal: Yes No
 Accompanying Requisition for Payment No.: _____

A Item No.	B Project Manual Section No.	C Description of Work	D Scheduled Value	D Scheduled Value	E		G Materials Presently Stored to Date (Not in E or F)	H Total Completed & Stored to	I % H/D	J Balance to Finish (D-H)	K Retainage
					Work Completed From Previous Application	Work Completed This Period					
77	08520	Aluminum Windows	\$292,264	\$257,695							
78	08710	Finish Hardware	\$129,982	\$114,608							
79	08800	Glass and Glazing	\$76,865	\$69,537							
80	DIV. 9 FINISHES										
81	09225	Plastered Ceiling Suspension Systems	Included	Included							
82	09215	Veneer Plaster	Included	Included							
83	09220	Portland Cement Plaster (Stucco)	\$137,695	\$117,000							
84	09250	Gypsum Board	\$1,053,927	\$939,850							
85	09310	Ceramic Tile	\$76,931	\$67,832							
86	09330	Quarry Tile	NA	NA							
87	09510	Acoustical Ceilings	\$139,279	\$122,805							
88	09650	Resilient Flooring	\$119,275	\$105,167							
89	09665	Resilient Sheet Flooring	NA	NA							
90	09680	Carpet	\$10,372	\$9,145							
91	09705	Resilient Wall Padding	NA	NA							
92	09775	Fiberglass Reinforced Panels	NA	NA							
93	09800	Special Wall Coating	NA	NA							
94	09820	Cementitious Coatings	NA	NA							
95	09900	Painting	\$272,195	\$240,000							
96	09951	Resinous Flooring	\$49,948	\$44,940							
97	DIV. 10 SPECIALTIES										
98	10100	Visual Display Boards and Cases	\$20,578	\$18,144							
99	10125	Teachable Wall System	\$22,293	\$19,657							
100	10165	Plastic Toilet Partitions	\$42,050	\$19,442							
101	10190	Cubicle Curtain Track	\$6,241	\$5,503							
102	10200	Louvers & Vents	In Trades	In Trades							



The School Board of Broward County, Florida
 Facilities and Construction Management Division
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Document 00435 -- Schedule of Values

Project No: 1931P-000877

Project Title: Phase "A"

Facility Name: Cooper City High School
 Design/Builder: _____

Date Submitted: _____

Original Post Bid Submitted: Yes No

Accompanying Requisition for Payment No.: _____

A Item No.	B Project Manual Section No.	C Description of Work	D Scheduled Value	D Scheduled Value	E Work Completed		F This Period	G Materials Presently Stored to Date (Not in E or F)	H Total Completed & Stored to	I % H/D	J Balance to Finish (D-H)	K Retainage
					From Previous Application	From This Period						
103	10350	Flagspoles	\$6,241	\$5,503								
104	10400	Identifying Devices	\$25,500	\$22,484								
105	10505	Metal Lockers	\$6,241	\$5,503								
106	10520	Fire Protection Specialties	\$6,241	\$5,503								
107	10532	Aluminum Walkways	\$506,878	\$446,925								
108	10552	Folding Panel Partitions	NA	NA								
109	10655	Accordion Folding Partitions	\$11,109	\$9,795								
110	10675	Metal Storage Shelving and Cabinets	\$92,437	\$28,600								
111	10810	Toilet Accessories	\$18,783	\$16,561								
112	10820	Shower Enclosures	NA	NA								
113	Div. 11	EQUIPMENT										
114	11068	Stage and Handicap Access Ramp	NA	NA								
115	11132	Projection Screens	\$6,757	\$5,958								
116	11135	Metal TV Wall Brackets	\$6,241	\$5,503								
117	11401	Food Service Equipment	NA	NA								
118	11427	Kitchen Waterwash Exhaust Hood	NA	NA								
119	11450	Residential Appliances	\$16,698	\$14,723								
120	11480	Athletic and Recreational Equipment	NA	NA								
121	Div. 12	FURNISHINGS										
122	12100	Art Kiln	NA	NA								
123	12354	Laboratory Casework and Equipment	\$606,488	\$535,105								
124	12500	Window Treatment	\$7,372	\$6,500								
125	Div. 13	SPECIAL CONSTRUCTION										
126	13100	Lighting Protection	\$96,407	\$92,101								
127	13140	Pavilions	NA	NA								



The School Board of Broward County, Florida
Facilities and Construction Management Division
 1643 North Harrison Parkway, Building "H" Sunrise, Florida 33323
 (754) 321-1500

Document 00435 - Schedule of Values

Project No: 1931/P-000877

Project Title: Phase "A"

Facility Name: Cooper City High School
 Design/Builder: _____

Date Submitted: _____

Original Post Bid Submittal: Yes No

Accompanying Requisition for Payment No.: _____

A Item No.	B Project Manual Section No.	C Description of Work	D Scheduled Value	D Scheduled Value	E Work Completed From Previous Application	F This Period	G Materials Presently Stored to Date (Not in E or F)	H Total Completed & Stored to	I % H/D	J Balance to Finish (D-H)	K Retainage
128	13825	Security Access and Surveillance	Included	Included							
129	13845	Fire Alarm System	Included	\$182,037	In Electric	\$160,506					
130	Div. 14	CONVEYING SYSTEMS									
131	14200	Hydraulic Elevators		\$102,073		\$90,000					
132	Div. 15	MECHANICAL									
133	15050	Basic Materials and Methods		\$19,394		\$17,100					
134	15052	Variable Frequency Drives		\$38,788		\$34,200					
135	15055	Motors		Included		Included					
136	15060	Hangers and Supports		Included		Included					
137	15070	Mechanical Sound and Vibration Control		Included		Included					
138	15075	Mechanical Identification		Included		Included					
139	15078	Field Painting of Mechanical Systems		Included		Included					
140	15083	Duct Installation		Included		Included					
141	15089	Piping Installation		Included		Included					
142	15100	Valves		Included		Included					
143	15105	Plumbing Piping		\$809,429		\$819,497					
144	15182	HVAC Pumps		NA		NA					
145	15183	Hydronic Piping		\$273,514		\$239,400					
146	15184	Refrigerant (DX) Piping and Specialties		Included		Included					
147	15188	Hydronic Specialties		Included		Included					
148	15211	Air Compressor		\$2,363		\$2,101					
149	15220	Chemical Treatment System		\$9,697		\$9,550					
150	15300	Fire Protection System		\$209,531		\$184,746					
151	15300	Fire Protection System		NA		NA					
152	15410	Fire Pump and Controls		\$4,766		\$4,203					
153	15410	Plumbing Fixtures		\$14,299		\$12,606					
154	15430	Plumbing Specialties									



The School Board of Broward County, Florida
Facilities and Construction Management Division
 1643 North Harrison Parkway, Building "H" Sunrise, Florida 33323
 (754) 321-1500

Document 00435 - Schedule of Values

Project No: 1631/P.000877
 Project Title: Phase "A"
 Facility Name: Cooper City High School
 Design/Builder: _____

Date Submitted: _____
 Original Post Bid Submittal: Yes No
 Accompanying Requestion for Payment No.: _____

A Item No.	B Project Manual Section No.	C Description of Work	D		E Work Completed From Previous Application	F This Period	G Materials Presently Stored to Date (Not in E or F)	H Total Completed & Stored to	I % H/D	J Balance to Finish (D-H)	K Retainange
			Scheduled Value	Scheduled Value							
154	15480	Domestic Water Heaters	\$2,383	\$2,103							
155	15625	Air Cooled Chiller	NA	NA							
156	15720	Air Handling Unit	\$349,090	\$307,800							
157	15736	Ductless Air Conditioner	\$19,394	\$17,100							
158	15810	Ducts	\$562,423	\$495,900							
159	15825	Electric Duct Heater	\$19,594	\$17,100							
160	15830	Fans	\$58,182	\$51,300							
161	15845	Air Terminal Units	\$116,363	\$102,600							
162	15850	Air Outlets and Inlets	\$55,969	\$55,500							
163	15860	Air Cleaning Devices	\$9,697	\$8,550							
164	15900	HVAC Instrumental and Controls	\$349,090	\$307,800							
165	15940	Sequence of Operation	Included	Included							
166	15995	Startup & Certification of Air, Water & Control Systems	\$19,394	\$17,100							
167	Div. 16	ELECTRICAL									
168	16010	General Provisions	Included	Included							
169	16020	Completion of Work	Included	Included							
170	16050	Basic Materials and Methods	\$3,255,157	\$3,017,505							
171	16053	Provisions for Interior Finishing	Included	Included							
172	16060	Grounding	Included	Included							
173	16070	Equipment Bases, Mats and Supports	Included	Included							
174	16072	Electrical Supporting Devices	Included	Included							
175	16080	Electrical Inspection and Testing	Included	Included							
176	16085	Cables, Splices and Terminations Testing	Included	Included							
177	16088	Acceptance Tests and Performance Verification	Included	Included							
178	16120	Wire and Cables	Included	Included							



The School Board of Broward County, Florida
 Facilities and Construction Management Division
 1643 North Harrison Parkway, Building "H" Sunrise, Florida 33323
 (754) 321-1500

Document 00435 - Schedule of Values

Project No: 1931/P.000877
 Project Title: Phase "A"
 Facility Name: Cooper City High School
 Design/Builder: _____
 Date Submitted: _____
 Original Post-Bid Submittal: Yes No
 Accompanying Requisition for Payment No.: _____

A Item No.	B Project Manual Section No.	C Description of Work	D Scheduled Value	D Scheduled Value	E Work Completed From Previous Application	F This Period	G Materials Presently Stored to Date (Not in E or F)	H Total Completed & Stored to	I % H/D	J Balance to Finish (D-H)	K Retainage
179	16129	Terminal Lugs	Included	Included							
180	16130	Raceways & Boxes	Included	Included							
181	16132	Conduit, Fittings and Supports	Included	Included							
182	16134	Auxiliary Terminal Panels	Included	Included							
183	16137	Pull and Junction Boxes	Included	Included							
184	16138	Outlet Boxes	Included	Included							
185	16140	Wiring Devices	Included	Included							
186	16220	Motor Starters	Included	Included							
187	16225	Motors & Motor Controls	Included	Included							
188	16231										
189	16400	Emergency Standby Electrical Service System Service and Distribution	Included	Included							
190	16410	Circuit Breakers	Included	Included							
191	16413	Safety Switches	Included	Included							
192	16415	Transient Voltage Surge Suppressors	Included	Included							
193	16430	Low Voltage Switchgear	Included	Included							
194	16440	Panelboards	Included	Included							
195	16460	Dry Type Transformers	Included	Included							
196	16490	Fuses	Included	Included							
197	16510	Interior Luminaires	Included	Included							
198	16520	Exterior Luminaires	Included	Included							
199	16530	Emergency Lighting System	Included	Included							
200	16706	Computer Networking Electrical	Included	Included							
201	16707										
202	16724	Communications Networking Infrastructure	Included	Included							
203	16725	Sound and Intercom/ Master Clock	Included	Included							
		Telephone Raceway System	Included	Included							



The School Board of Broward County, Florida
 Facilities and Construction Management Division
 1843 North Harrison Parkway, Building "H" Sunrise, Florida 33323
 (754) 321-1500

Document 00435 - Schedule of Values

Project No: 1931/P.000877
 Project Title: Phase "A"
 Facility Name: Cooper City High School
 Design/Builder:

Date Submitted: _____
 Original Post Bid Submittal: Yes No
 Accompanying Requisition for Payment No.: _____

A Item No.	B Project Manual Section No.	C Description of Work	D Scheduled Value		E Work Completed		F This Period	G Materials Presently Stored to Date (Net in E or F)	H Total Completed & Stored to	I % H/D	J Balance to Finish (D-H)	K Retainage
			Included	Excluded	From Previous Application	Included						
204	16726	Expansion of the Existing Telephone Raceway System	Included									
205	16780	Television Master Antenna and RF Distribution System	Included									
206	16801	Cafeteria Sound Systems	NA									
207	16910	Electric Systems Controls	Included	In Electric								
208	16912	Mechanical Systems Control	Included									

TOTAL FOR COLUMN D PREPARED BY OCA: \$18,099,285



The School Board of Broward County, Florida
 Facilities and Construction Management Division
 1643 North Harrison Parkway, Building "H" Sunrise, Florida 33323
 (754) 321-1500

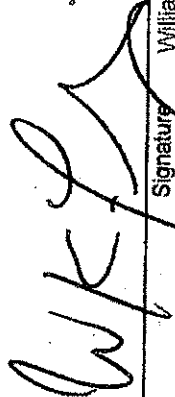
Document 00435 - Schedule of Values

Design/Builder's Certification

According to the best of my knowledge and belief, I certify that all items and amounts shown on this certificate are correct, that all work has been performed and material supplied in full accordance with the terms and conditions of the Contract. I further certify that all just and lawful bills against the undersigned and his subcontractors for labor, materials, and equipment employed in the performance of the Work have been paid in full in accordance with the Contract's terms and conditions.

Submitted By: Skanska USA Building Inc.



Company Name & Skanska USA Building Inc.
 Address: 1815 Griffin Road, Suite 204
 Dania Beach, Florida 33004
 Phone: 954.920.5167




 Signature William Flemming




 Title President and CEO




Printed by: **Robert Goode**
Title: **Re(5): Cooper City H. S. - P000877 : CAB**

From:  **Frank Girardi** Wednesday, February 05, 2014 8:30:11 AM 

Subject: Re(5): Cooper City H. S. - P000877

To:  **Robert Goode**

Cc:  **Patrick O. Reilly**  **Joe Wright**  **Gerardo Usallan**

Attachments:  **Req #1 11-30-11.pdf / Adobe Acrobat Document (218K)**
 **Req #24 12-31-13.pdf / Adobe Acrobat Document (1M)**
 **Contract Schedule of Values.pdf / Adobe Acrobat Document (320K)**

Sorry it took so long.

Frank Girardi - Project Manager III
School Board of Broward County
Facilities and Construction Management
office (754) 321-1525 cell (954) 249-4213

Under Florida law, e-mail addresses, and all communications, including e-mail communications, made or received in connection with the transaction of School Board business are public records, which must be retained as required by law and must be disclosed upon receipt of a public records request, except as may be excluded by federal or state laws. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Frank Girardi on Wednesday, January 29, 2014 at 9:19 PM -0500 wrote:

I will try and get them to you tomorrow.

Frank Girardi - Project Manager III
School Board of Broward County
Facilities and Construction Management
office (754) 321-1525 cell (954) 249-4213

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Robert Goode on Wednesday, January 29, 2014 at 2:26 PM -0500 wrote:

Frank, thanks for the subcontractor contracts. I still need: 1.) the original schedule of values. 2.) complete payment application #1, and 3.) the last payment application processed. Please provide. Thanks, Bob

Robert L. Goode

Printed by: Robert Goode

Title: Re(5): Cooper City H. S. - P000877 : CAB

Manager, Facility Audits
Office: 754-321-2407
Fax: 754-321-2719
robert.goode@browardschools.com

The information transmitted is privileged and confidential. It is intended solely for the review and use of the intended recipient. Any other review or distribution of this communication is strictly prohibited. If you have received this electronic document in error, please destroy it immediately.

Under Florida law, e-mail addresses, and all communications, including e-mail communications, made or received in connection with the transaction of School Board business are public records, which must be retained as required by law and must be disclosed upon receipt of a public records request, except as may be excluded by federal or state laws. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Robert Goode on Tuesday, January 14, 2014 at 3:15 PM -0500 wrote:

Frank, when you can get any of the (4) documents requested below, please send out "piece meal" as it will help us continue work on the audit. Thanks, Bob

Robert L. Goode
Manager, Facility Audits
Office: 754-321-2407
Fax: 754-321-2719
robert.goode@browardschools.com

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Frank Girard on Thursday, January 09, 2014 at 10:11 AM -0500 wrote:

I will get them together.

Printed by: Robert Goode

Title: Re(5): Cooper City H. S. - P000877 : CAB

Frank Girardi - Project Manager III
School Board of Broward County
Facilities and Construction Management
office (754) 321-1525 cell (954) 249-4213

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Robert Goode on Thursday, January 09, 2014 at 9:02 AM -0500 wrote:

Frank, per my phone mail message yesterday, I was unable to find the following documents in Opview: 1.) the original schedule of values, 2.) complete payment application #1, 3.) the last payment application processed and 4.) copies of all the subcontract agreements (Skanska's 3/19/13 Transmittal Cover Sheet provided you a CD with all the executed subcontracts to date). Please provide us these documents. Thanks, Bob

Robert L. Goode
Manager, Facility Audits
Office: 754-321-2407
Fax: 754-321-2719
robert.goode@browardschools.com

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AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Exhibit F

Meeting Date 9/7/11	Open Agenda <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Special Order Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Agenda Item Number JJ-1
-------------------------------	--	--	-----------------------------------

TITLE:

Award of Contract
Design Build Services
Skanska USA Building, Inc.
Cooper City High School
Project No. P.000877

REQUESTED ACTION:

Approve award of contract in the amount of \$18,099,285 to Skanska USA Building, Inc. for Cooper City High School, Design/Build – Phase A, Project No. P.000877.

SUMMARY EXPLANATION AND BACKGROUND:

In accordance with School Board Policy 7003, Selection of Engineers and Architects and RFP No. 2010-34-FC, and pursuant to the Consultants' Competitive Negotiation Act (Chapter 287.055 F.S.), the Qualification Selection Evaluation Committee shortlisted proposers and the shortlisted proposers submitted design and price proposals. Skanska USA Building, Inc. was the responsive and responsible proposer offering the lowest price.

The scope of the project includes the design (including all allocable engineering) and construction for the three-story administration/classroom building of 115,082 gross square feet; construct a one-story custodial receiving building with related spaces of 3,225 gross square feet; remodel existing agriculture building No. 18 (area 3,373 net square feet) to childcare service; construct bus loop and drop off, retention area, parent drop off, visitor and staff parking and interior courtyard; remodel utility connections (Mechanical, Electrical, and Plumbing) to existing Buildings 03, 04, 05, 06, 07, 08, and 09 scheduled to remain after demolition; demolition and removal of existing administration/classroom building No. 01 and two-story canopy between buildings being demolished and the existing buildings to remain; make necessary repairs to the remaining buildings and stairs due to the canopy removal; add any stairs or raised walkways needed for egress; make civil construction remediations to existing canal bank to comply with site permitting requirements.

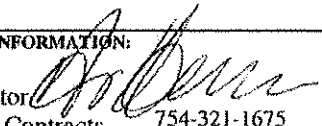
A copy of the proposal documents is available at the Facilities and Construction Management Division.

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


FINANCIAL IMPACT:

The funds are included in the Adopted District Educational Facilities Plan, Fiscal Years, 2010-2011 to 2014-2015, page 89. Based on the attached PFA, the project is under budget by \$5,007,000 and the funds will be placed in the Capital Projects Reserve.

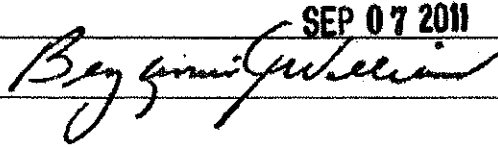
- EXHIBITS: (List)**
1. Recommendations and Tabulation
 2. Scope of Work
 3. Project Funds Allocation
 4. Collaboration Form (Capital Budget)

APPROVED	SOURCE OF ADDITIONAL INFORMATION: Denis Herrmann, Director  Design & Construction Contracts 754-321-1675 Name _____ Phone _____
-----------------	---

(For Official School Board Records' Office Only)

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

Approved in Open Board Meeting
on:

By:  **SEP 07 2011** School Board Chair

Form #4189
Revised 07/11  
DC/TEL/SNM/DH/JH/EH:edsb

EXHIBIT G



The School Board of Broward County, Florida
Facilities and Construction Management Division
1643 North Harrison Parkway, Building "H"
Sunrise, Florida 33323

Bond No. FLC79416
Executed in 2 Counterparts

(754) 321-4500

Document 00620 - Subcontractor's Performance Bond Form

SUBCONTRACTOR (Name and Address):

Structural Prestressed Industries, Inc.
11405 N. W. 138th Street
Miami, FL 33178
(305) 556-6699

SURETY (Name and Principal Place of Business):

Merchants Bonding Company
2100 Fleur Drive
Des Moines, IA 50321
(800) 678-8171

DESIGN/BUILDER (Name and Address):

Skanska USA Building Inc.
1815 Griffin Road, Suite 204
Dania Beach, FL 33004
(954) 378-2032

CONSTRUCTION CONTRACT: Subcontract No.: 2311605-200-007; Precast Joists, Soffit Beams, Twin TEE's, Hollow Core Planks, ~~Precast Stairs~~ In connection with

Project Title: Phase "A" Cooper City High School

Project Number:

1931/P000877

2311605

Date: May 18th, 2012

Amount: \$665,000.00

9401 Stirling Road, Cooper City, Florida 33328

Project Location:

Design Criteria: Design Services, F & CM, SBBC
Professional:

1.1 KNOW ALL PERSONS BY THESE PRESENTS, that the Subcontractor, as Principal, and the Surety, a corporation duly authorized to transact business in the State of Florida, jointly and severally, bind themselves, their heirs, executors, administrators, successors, assigns, and legal representatives to the Design/Builder, for the performance of the Construction Contract listed above, which is incorporated herein by reference, in the sum of:

Written

Amount: Six Hundred Sixty Five Thousand & 00/100ths

Dollars

Figures: \$ 665,000.00

good and lawful money of the United States.

16th October 12

Signed and sealed at Fort Lauderdale, Broward County, Florida, this ___ day of ___ A.D. 20___

1.2 THE CONDITION OF THIS BOND is that if the Subcontractor:

- A. Performs the Construction Contract between the Subcontractor and Design/Builder, the Design/Builder's Contract made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and

The School Board of Broward County, Florida
Cooper City High School Phased Replacement #1931/P.000877
SBBC Design Services

Section 00620
Subcontractor's Performance Bond Form
November 12, 2008
Page 1 of 4

EXHIBIT G

- B. Pays Design/Builder all losses, damages, expenses, costs, and attorney's fees, including all appellate proceedings, that the Design/Builder sustains because of a default by Subcontractor under the Contract; and
- C. Performs the guarantee and maintenance of all work and materials provided under the Contract for the time specified in the Contract, then this Bond is void; otherwise, it remains in full force and effect, both in equity and in law, all in accordance with the laws and statutes of the State of Florida and particularly Section 255.05, Florida Statutes.

1.3 SURETIES OBLIGATIONS:

- A. The Surety's obligation under this Bond shall arise after:
 - 1. The Design/Builder has notified the Subcontractor and the Surety that the Design/Builder is considering declaring a Subcontractor Default and has requested and attempted to arrange a conference with the Subcontractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Design/Builder, the Subcontractor and the Surety agree, the Subcontractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Design/Builder's right, if any, subsequently to declare a Subcontractor Default; and
 - 2. The Design/Builder has declared a Subcontractor Default and formally terminated the Subcontractor's right to complete the contract. Such Subcontractor Default shall not be declared earlier than 21 days after the Subcontractor and the Surety have received notice as provided in Subparagraph A.1; and
 - 3. The Design/Builder has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a Subcontractor selected to perform the Construction Contract in accordance with the terms of the Contract with the Design/Builder.
- B. When the Design/Builder has satisfied the conditions of Paragraph A, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 1. Arrange for the Subcontractor, with consent of the Design/Builder, to perform and complete the Construction Subcontract; or
 - 2. Undertake to perform and complete the Construction Subcontract itself, through its agents or through independent contractors; or
 - 3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Design/Builder for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Design/Builder and the contractor selected with the Design/Builder's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Design/Builder the amount of damages as described in Paragraph D in excess of the Balance of the Contract Price incurred by the Design/Builder resulting from the Subcontractor's default; or
 - 4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - a. After investigation, determine the amount for which it may be liable to the Design/Builder and, as soon as practicable after the amount is determined, tender payment therefore to the Design/Builder; or
 - b. Deny liability in whole or in part and notify the Design/Builder citing reasons therefore.

EXHIBIT G

- C. If the Surety does not proceed as provided in Paragraph B with reasonable promptness, the Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from the Design/Builder to the Surety demanding that the Surety perform its obligations under this Bond, and the Design/Builder shall be entitled to enforce any remedy available to the Design/Builder. If the Surety proceeds as provided in Subparagraph B.4, and the Design/Builder refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Design/Builder shall be entitled to enforce any remedy available to the Design/Builder.
- D. After the Design/Builder has terminated the Subcontractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph B.1, B.2, or B.3 above, then the responsibilities of the Surety to the Design/Builder shall not be greater than those of the Subcontractor under the Construction Contract, and the responsibilities of the Design/Builder to the Surety shall not be greater than those of the Design/Builder under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Design/Builder of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
1. The responsibilities of the Subcontractor for correction of defective work and completion of the Construction Contract,
 2. Additional legal, design professional and delay costs resulting from the Subcontractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph B; and
 3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Subcontractor.
- E. The Surety shall not be liable to the Design/Builder or others for obligations of the Subcontractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Design/Builder.
- F. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- G. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within 2 years after Subcontractor Default or within 2 years after the Subcontractor ceased working or within 2 years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

1.4 NOTICE:

- A. Notice to the Surety, the Design/Builder or the Subcontractor shall be mailed or delivered to the addresses shown on the first page of this Bond.
- B. Faxed or other electronic transmission of Notice shall not be allowed.

1.5 DEFINITIONS

- A. Balance of the Contract Price: The total amount payable by the Design/Builder to the Subcontractor under the Construction Contract after all proper adjustments have been made, including allowance to the Subcontractor of any amounts received or to be received by the Design/Builder in settlement of insurance or other claims for damages to which the Subcontractor

EXHIBIT G

is entitled, reduced by all valid and proper payments made to or on behalf of the Design/Builder under the Construction Contract.

- B. Construction Contract: The agreement between the Design/Builder and the Subcontractor identified on page 1 of this Bond, including all Contract Documents, addenda, change orders, modifications, and other changes thereto.
- C. Subcontractor Default: Failure of the Subcontractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- D. Design/Builder Default: Failure of the Design/Builder, which has neither been remedied nor waived, to pay the Design/Builder as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

1.6 DUAL OBLIGEE

- A. The School Board of Broward County, Florida shall be deemed an additional and dual Obligee hereunder with all the rights and remedies available to the Contractor.

IN WITNESS WHEREOF, the Subcontractor has hereunder signed his (its) name and affixed his (its) seal, and the said Surety, a corporation as aforesaid has caused this bond to be executed by and through its offices and agents thereto duly authorized this day and year first above written.

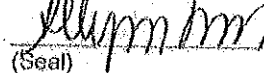
APPROVED:

Structural Prestressed Industries, Inc.


(Seal)

Subcontractor (Principal)

Merchants Bonding Company


(Seal)

Surety

Allyson Foss, Attorney-In-Fact &
Florida Licensed Resident Agent
Inquiries: (407) 834-0022

EXHIBIT G



The School Board of Broward County, Florida
Facilities and Construction Management Division
1643 North Harrison Parkway, Building "H"
Sunrise, Florida 33323

Bond No. FLC79416
Executed in 2 Counterparts

(754) 324-1500

Document 00625 - Subcontractor's Payment Bond Form

Subcontractor (Name and Address):

Structural Prestressed Industries, Inc.
11405 N. W. 138th Street
Miami, FL 33178
(305) 556-6699

SURETY (Name and Principal Place of Business):

Merchants Bonding Company
2100 Fleur Drive
Des Moines, IA 50321
(800) 678-8171

DESIGN/BUILDER (Name and Address):

Skanska USA Building Inc.
1815 Griffin Road, Suite 204
Dania Beach, FL 33004
(954) 378-2032

CONSTRUCTION CONTRACT: Subcontract No.: 2311605-200-007; Precast Joists, Soffit Beams,
Twin TEE's, Hollow Core Planks, Precast Stairs in connection with
Project Title: Cooper City High School - Phase A *EW*

Project Number: 2311605 Date: May 18th, 2012 Amount: \$665,000.00

Project Location: 9401 Stirling Road, Cooper City, Florida 33328

Design Criteria: The School Board Of Broward County, Florida
Professional: Design Services, F & CM

1.1 KNOW ALL PERSONS BY THESE PRESENTS, that the Subcontractor, as Principal, and the Surety, a corporation duly authorized to transact business in the State of Florida, jointly and severally, bind themselves, their heirs, executors, administrators, successors, assigns, and legal representatives to the Design/Builder, to pay for labor, materials and equipment provided for use in the performance of the Construction Contract listed above, which is incorporated herein by reference, in the sum of:

Written Amount: Six Hundred Sixty Five Thousand & 00/100ths Dollars

Figures: \$ 665,000.00
good and lawful money of the United States.

Signed and sealed at Fort Lauderdale, Broward County, Florida, this 16th day of October, 2012

The School Board of Broward County, Florida
Cooper City High School Phased Replacement #1931/P.000877
SBBC Design Services

Section 00625
Subcontractor's Payment Bond Form
November 12, 2008
Page 1 of 4

1.2 THE CONDITION OF THIS BOND is that if the Subcontractor:

- A. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Subcontractor with labor, materials, or supplies used directly or indirectly by the Subcontractor in the prosecution of the Work provided for in the Contract; and
- B. Defends, indemnifies and holds harmless the Design/Builder from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Design/Builder has promptly notified the Subcontractor and the Surety of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Subcontractor and the Surety, and provided there is no Design/Builder Default; and
- C. Pays Design/Builder all losses, damages, expenses, costs, and attorney's fees, including all appellate proceedings, that the Design/Builder sustains because of a default by Subcontractor under the Contract, then this Bond is void; otherwise, it remains in full force and effect, both in equity and in law, all in accordance with the laws and statutes of the State of Florida and particularly Section 255.05, Florida Statutes.

1.3 SURETIES OBLIGATIONS:

- A. The Surety's obligation under this Bond shall arise after:
 1. Claimants who are employed by or have a direct contract with the Subcontractor have given notice to the Surety and sent a copy, or notice thereof, to the Design/Builder, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 2. Claimants, except laborers, who are not in privity with the Subcontractor have not received payment for labor, materials or supplies, used directly or indirectly by the Subcontractor in the prosecution of the Work and have served notice to the Subcontractor, the Design/Builder, and the Surety within the limitations set forth in Section 255.05, Florida Statutes.
- B. If a notice required by Paragraph A is given by the Design/Builder to the Subcontractor or to the Surety, that is sufficient compliance.
- C. When the Claimant has satisfied the conditions of Paragraph A, the Surety shall promptly and at the Surety's expense take the following actions:
 1. Send an answer to the Claimant, with a copy to the Design/Builder, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 2. Pay or arrange for payment of any undisputed amounts.
- D. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- E. Amounts owed by the Design/Builder to the Subcontractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy

EXHIBIT G

claims if any, under any Construction Performance Bond. By the Subcontractor providing and the Design/Builder accepting this Bond, they agree that all funds earned by the Subcontractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Subcontractor and the Surety under this Bond, subject to the Design/Builder's priority to use the funds for the completion of the work.

- F. The Surety shall not be liable to the Design/Builder, Claimants or others for obligations of the Subcontractor that are unrelated to the Construction Contract. The Design/Builder shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
- G. The Surety hereby waives notice of any change including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- H. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph A.1 or Clause A.2.c, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were provided by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

1.4 NOTICE:

- A. Notice to the Surety, the Design/Builder or the Subcontractor shall be mailed or delivered to the addresses shown on the first page of this Bond.
- B. FAX'd or other electronic transmission of Notice will not be allowed.
- C. Actual receipt of notice by Surety, the Design/Builder or the Subcontractor shall be sufficient compliance as of the date received at the address shown on the signature page.

1.5 DEFINITIONS

- A. Claimant: An individual or entity having a direct contract with the Subcontractor or with a Subcontractor of the Subcontractor to provide labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Subcontractor and the Subcontractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were provided.

EXHIBIT G

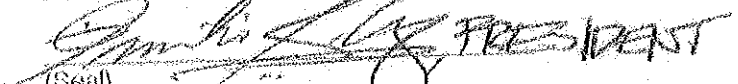
- B. Construction Contract: The agreement between the Contractor and the Subcontractor identified on page 1 of this Bond, including all Contract Documents, addenda, change orders, modifications, and other changes thereto.
- C. Subcontractor Default: Failure of the Subcontractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- D. Design/Builder Default: Failure of the Design/Builder, which has neither been remedied nor waived, to pay the Design/Builder as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

1.6 DUAL OBLIGEE: The School Board of Broward County, Florida shall be deemed an additional and dual Obligee hereunder with all the rights and remedies available to the Contractor.

1.7 IN WITNESS WHEREOF, the Subcontractor has hereunder signed Subcontractors name and affixed Subcontractors seal, and the said Surety, a corporation as aforesaid has caused this bond to be executed by and through its offices and agents thereunto duly authorized this day and year first above written.

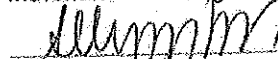
APPROVED:

Structural Prestressed Industries, Inc.


(Seal) **PRESIDENT**

Subcontractor (Principal)

Merchants Bonding Company


(Seal)

Surety

Allyson Foss, Attorney-In-Fact &
Florida Licensed Resident Agent
Inquiries: (407) 634-0022

**MERCHANTS
BONDING COMPANY,
POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Allyson Foss; April L Lively; Bryce R Guignard; Jack W Guignard; Jennifer L McCarta; Margie L Morris; Paul J Ciambriello

of Longwood and State of FL their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

FIVE MILLION (\$5,000,000.00) DOLLARS

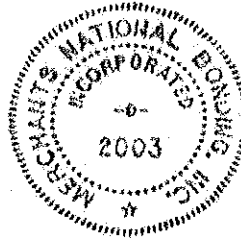
and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of March, 2012.



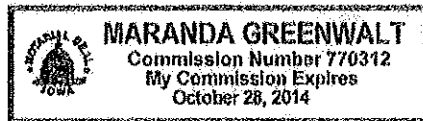
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 2nd day of March, 2012, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.

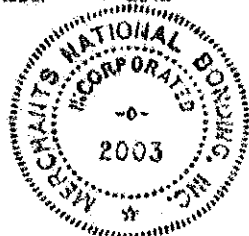


Maranda Greenwalt
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of October, 2012



William Warner Jr.
Secretary

**SECTION IV
APPENDIX**

ABBREVIATIONS

A/E	Architect/Engineers
CCD	Construction Change Directive
CCNA	Consultant's Competitive Negotiations Act
CDs	Construction Documents
CM	Construction Manager
CO	Change Order
COI	Change Order Item
DOE	Department Of Education
DOP	Direct Owner Purchase
ECD	Estimated Completion Date
E&O	Errors and Omissions
F.S.	Florida Statutes
FBC	Florida Building Code
F&CM	Facilities and Construction Management Division
FHSAA	Florida High School Athletic Association
FS	Florida Statutes
GMP	Guaranteed Maximum Price
HVAC	Heating, Ventilation and Air Conditioning
OCA	Office of the Chief Auditor
OFC	Office of Facilities & Construction
OR	Owner's Request
LSC	Life Safety Code
N/A	Not Applicable
NFPA	National Fire Protection Association
OFC	Office of Facilities & Construction
PM	Project Manager
PO	Purchase Order
PPO	Physical Plant Operations
PSA	Professional Services Agreement
RAF	Regional Athletic Facility
SBBC	School Board of Broward County
SREF	State Requirements for Educational Facilities
UBCI	Uniform Building Code Inspector
UC	Unforeseen Condition