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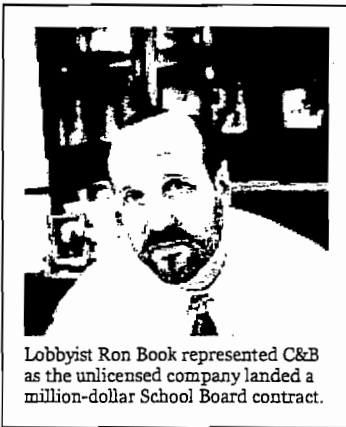
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The Broward School Board awards a million dollars in work to an unlicensed company

By Bob Norman
published: April 16, 2009



Lobbyist Ron Book represented C&B as the unlicensed company landed a million-dollar School Board contract.

Last week, newspaper headlines abounded about a lawsuit alleging that the Broward County Courthouse is so full of dangerous mold that it needs to be shut down.



One of the companies named in the lawsuit is Texas-based C&B Services, which did cleanup work at the courthouse in the wake of Hurricane Wilma in 2005. Attorney Skip Campbell, the former legislator who filed the suit, alleges that C&B's attempt to dry water-damaged rooms was shoddy and contributed to the alleged mold problem.

It turns out that C&B, which is short for Crochet & Borel, was very busy in Broward during the weeks after Wilma. And the real drama for the company came not at the courthouse but at the Broward County School Board building across the street, where C&B received a million dollars for roofing work it never should have done.

A couple of weeks after the devastating storm hit, School Board records reveal, Deputy Superintendent Michael Garretson authorized the work after a meeting with C&B representatives and their well-known lobbyist.

The rushed nature of the award — there were no bids and no contract — might be forgiven because of the destruction wrought by Wilma. The problem was that C&B was neither prequalified as a contractor for the board nor licensed or insured to do any roofing work in Florida.

In other words, the entire job fell outside the law. But that didn't stop C&B from trying to charge the district at least twice for the services, according to board records.

Some might call that gouging. The School Board, which has a long history of corruption in its construction department, calls it business as usual.

"I've never seen it this bad," one official in the School Board construction department told me when I asked about the C&B case. "The construction department has become a shell game, if you ask me. It's not what you do around here; it's who you know. And that's the only reason they went with C&B, because somebody knew somebody."

C&B's "somebody" was big-time lobbyist Ron Book, who is definitely a good man to have on your side when you're looking to snare some taxpayers' money. Perhaps the most influential lobbyist in South Florida, Book represented the company in the meeting with Garretson, construction contracts director Denis Hermann, and project manager Joe DeLillo.

It was a rotten deal from the beginning, but when a School Board auditor took the case to the public corruption unit at the State Attorney's Office, it was never investigated.

The trail of records, however, indicates that millions of dollars may have been misspent. It also reveals a pattern of poor management by Garretson, who kowtows to powerful lobbyists and builders and at times shows little concern for laws and regulations. When challenged, he typically reacts with arrogance and bully tactics that only serve to obstruct the truth.

Not exactly the kind of boss you want running the district's construction department, which has a bloated budget of \$3 billion.

School Board records indicate that Garretson's million-dollar meeting with Book occurred on November 8, 2005. Not a bad afternoon's work for Book, a large contributor to School Board members' campaigns. The lobbyist's fee in this instance isn't known, and Book didn't return calls for comment.

When C&B began submitting invoices to the board, the district's cost estimator, Thomas Myers, discovered not only that the company wasn't prequalified but also that it had no contract or state license for the roofing work. On top of that, he determined that the company was charging twice the normal rate for its work.

"I'm quite surprised at this," Myers wrote to School Board project manager Wayne Thrasher on January 19, 2006. "How can [C&B] be assigned work anyplace?"

Soon, School Board auditor Dave Rhodes, a district watchdog who has been discovering bad business practices at the School Board for years, caught wind of the mess. Rhodes began questioning officials in emails that I obtained from the School Board.

Because the C&B deal was neither proper nor legal, invoices submitted by C&B weren't paid. "We have held all payments until we can clear the license issue," senior project manager Jack Cooper wrote to Rhodes and Garretson.

Of course, that issue couldn't be "cleared" — C&B simply had no license. At that same time, though, another story was emerging from Garretson and his lieutenants: C&B was actually working for the board as a subcontractor for AshBritt, a large and well-known disaster-recovery firm based in Pompano Beach.

AshBritt, which is also represented by Ron Book, had been authorized by the School Board to do \$3.1 million worth of work in December 2005, about six weeks after Garretson authorized

C&B to do its million dollars' worth of work. C&B would be paid by AshBritt, Hermann informed Rhodes.

"When did AshBritt execute a contract with [the School Board] and why did C&B Services directly invoice [the School Board]?" Rhodes asked Hermann in an email. "I think I am missing something here, please clarify."

"I can't explain C&B's actions," Hermann emailed back.

On top of the obvious discrepancies, AshBritt also didn't have a contract, wasn't prequalified to do business with the School Board, and, incredibly, wasn't licensed to do roofing work either.

AshBritt CEO Randy Perkins admits that his company didn't have a license for roofing, but he says that during disasters like Wilma, things sometimes don't go strictly by the book. And, he said, his firm has worked with C&B all over the country.

"If you have roofs leaking, the process is expedited to get these types of services performed," says Perkins. "We were contacted by the School Board, and we performed services to back up that \$3.1 million invoice. There may have been some license issues. But in the end of the day, we had to provide our professional qualifications to get the payment processed, and we satisfied the School Board."

Perkins acknowledged that C&B was paid out of that \$3.1 million.

"Was AshBritt used as a vehicle to get C&B paid? Absolutely, unequivocally not," Perkins told me. "Any work that C&B did was negotiated with us through C&B. If there are any suggestions that C&B entered into work with the School Board and then it was determined, 'Uh-oh we can't pay them,' and that it was easier to run it through AshBritt, that did not happen."

That, however, is precisely how it appears to have happened from the board's trail of emails. I asked Perkins if he felt Book used undue influence in procuring the million dollars in work for C&B.

"Absolutely not," Perkins said. "I consider Ron Book one of my closest friends, as well as my government relations person. I don't agree with that at all."

There are still a lot of unanswered questions about the work of both C&B and AshBritt, but Garretson wasn't about to answer them. When Rhodes continued to ask questions about the C&B deal, the deputy superintendent lashed out at him in an email.

"Mr. Rhodes, you have your facts scrambled," Garretson wrote in an email on March 7, 2006. "How many times must I insist that you communicate through my office... This is a common practice among professionals presumably even auditors."

Garretson also sent his email to Rhodes' boss, Pat Reilly. After the dig about Rhodes' having his facts scrambled, Garretson addressed Reilly. "Pat I thought we had an understanding about communication," Garretson wrote. "I am constantly finding out that my staff are doing work or providing copies for the 'auditors'... Please emphasize to your staff that there are acceptable behaviors and rules of conduct that are expected of auditing professionals."


Those are interesting words from Garretson, whose department has a history of grossly unprofessional practices, including allowing an unqualified and unlicensed management official to oversee operations and numerous instances of projects going forward without proper permits and licensing.


The deputy superintendent had particular reason to be prickly about this issue, though. He not only attended the meeting with Book but also personally authorized C&B's unlawful work.

If ever a manager and a department needed an investigation, it's the School Board's construction department. But State Attorney Michael Satz apparently wants no part of it. Satz spokesman Ron Ishoy wouldn't address the Rhodes complaint directly but indicated that investigators are keeping an eye on the school district.

Rhodes, faced with apparent stonewalling from Garretson, met with Satz's corruption chief, Tim Donnelly, in September 2006, according to School Board records, and supplied Donnelly with the paper trail for an investigation.

The State Attorney's Office never responded. And Garretson and his \$3 billion department was left alone. Just the way he likes it.

From:  Michael Garretson
bparks@browardschools.com

Monday, July 13, 2009 9:34:40 AM 

Subject: Fwd: Re: Procedures for Releasing Audit Reports

To:  Denis A. Herrmann

Attachments:  Attach0.html

25K

Stephanie;

I totally agree with your conclusions and recommendations for not only to Workshop the policy but also discuss these facts with the Auditing Dept. I would ask Mr. Notter to bring this forward ASAP!!!!
Nice work!!!!!!

Bob

From: "Stephanie A. Kraft"

Date: Fri, 10 Jul 2009 13:10:11 -0400

To: <robertparks9501@att.blackberry.net>; James F. Notter<james.notter@browardschools.com>; Vicki Horton<vicki.horton@browardschools.com>; Juanita L. Pringle<juanita.pringle@browardschools.com>

Subject: Procedures for Releasing Audit Reports

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
SCHOOL BOARD MEMBERS OFFICE

STEPHANIE ARMA KRAFT, ESQ.

School Board Member, District 4

July 10, 2009

TO: JAMES F. NOTTER,
Superintendent of Schools

FROM: STEPHANIE ARMA KRAFT, ESQ.,
Board Member

RE: Procedures for releasing Audit reports

Recently, a columnist reported on the contents of a draft audit that had yet to be discussed by the audit committee, and that was not complete, in that the department being audited had not yet had a chance to address the contents of the draft audit.

This story was then picked up by the local newspaper, resulting in several stories about the draft audit.

I was very concerned about this, not that there may have been a problem with over-payment; if that were the case, then good for the auditors to have caught it and provided us with the opportunity to learn from past mistakes, correct them, and put procedures in place to prevent them from happening in the future.

No, what I was concerned about was that the process has been thwarted, and I believe it is incumbent on you as superintendent and us as school board members to examine how this occurred, and to put procedures in place to ensure that it does not happen again. I might point out that this is not the first time something like this has occurred, I hope for all our sakes it is the last.

I recall looking into the legalities of when an audit is considered a public record the last time this occurred, but I researched this issue again, and would like to share my findings.

Florida Statute 119.0713(2)~entitled "Local government agency exemptions from inspection or copying of public records" states that "The audit report of an internal auditor prepared for or on behalf of a unit of local government becomes a public record **when the audit becomes final.**" (my emphasis). (A copy of that portion of the statute is attached below).

The statute further states that "An audit becomes final when the audit report is presented to the unit of local government." The term "unit of local government " means a county, municipality, special district, local agency, authority, consolidated city-county government, or any other local governmental body or public body corporate or politic authorized or created by general or special law."

I believe that this contemplates that the "unit of local government" is the school board. I don't know if Mr. Marko defines the "unit of local government" to be the audit committee. Certainly that is open to interpretation, however, either way, the draft report should not have been given to either the audit committee or to the school board prior to Mr. Garretson having the opportunity to respond to the allegations.

The Government in the Sunshine Manual specifically discusses this in relation to a case where a draft report by a county auditor was given to the county administrator for review and response. In that case, the court stated that the report is not final, and subject to disclosure, until it was presented to the county commission. (A copy of that portion of the manual, with references to that case, is attached below).

In 1999, the Attorney General answered a question from the Miami-Dade Office of the General Counsel, who asked if the exemption for internal audits contained in 119.07(3) applies to the Miami-Dade Inspector General. In the Attorney General Opinion (AGO), the AG reiterated the law as stated above (that the audit becomes public when it becomes final and it becomes final when it is presented to the unit of local government) and clarified as follows: (emphasis mine)

The Legislature explained the need for this exemption as follows: "The Legislature finds that it is a public necessity that certain workpapers and notes as well as **non-final audit**

reports be held confidential and exempt until the audit is complete and the auditor's report becomes final in order that the auditor's investigation be conducted as efficiently and effectively as possible. **Because non-final reports and supporting documentation become available prior to audit completion, misinformation is often disseminated to the public.** This is harmful to the reputation and economic well-being of those who are being audited who are found in compliance. Furthermore, this exemption is sufficiently narrow in that all audit workpapers and notes as well as non-final drafts of reports become available upon completion of the audit and the report become final." [8] **Thus, it is clear that the Legislature considered it a matter of public necessity that draft audit reports remain confidential until the final audit is completed and presented to the unit of local government.** As the court noted in *Nicolai v. Baldwin* [9] this procedure was obviously designed to protect against public dissemination of incomplete, and thus potentially misleading, information. □

I find the explanation in the AGO to be very compelling. Draft reports, especially those that do not include the response by the department being audited, can cause mis-information to be publicized, which often is harmful to our reputation. Since newspapers love to report bad news, and seldom report the follow-up clarifications, it leads to public mis-perception, which causes distrust and bad will.

This district has never shied away from bad news, nor have we every hidden issues or problems when they arise. However, it is always better to have a game plan to address problems, so that we can present the whole package to the public, and not have to play catch-up.

I would much rather have a report that indicates what the problems were, what the solution will be, and include recommendations as to how to avoid these problems in the future, than have a draft report that hints at scandal, without the so-called Paul Harvey "rest of the story." (may he rest in peace).

The way this can be avoided is very simple. Do not disseminate incomplete reports to the audit committee or to the board. Again, while legal minds can differ as to whether presenting a draft report to the audit committee is tantamount to giving it to the board, and thus makes the report "final" (and I fall on the side that says it does not), the resolution is simple: do not release draft reports to the audit committee or to the school board. Until a report is "complete," meaning, until the audited department has had an opportunity to present its side in the report, the audit (even if marked "draft") should not be given out to anyone.

If there are not already procedures in place to ensure that this will not happen in the future, I would strongly recommend developing a policy or procedure to ensure that it will not. Perhaps we need to amend our policy 1002.1, Office of the Chief Auditor, to so state.

Paragraph 10 of Policy 1002.1 states,

Pursuant to Section 119.0713(3), Florida Statutes, workpapers, notes and preliminary draft audit reports shall be held confidential and exempt from public records disclosure until the audit report is completed and has been issued to the Superintendent, School Board and Audit Committee.

I would suggest changing this paragraph in two ways. First of all, the statute reference is incorrect. It is Fla. Stat. 119.0713(2), not (3). Second, we should clarify that an audit report should not be presented to the School Board and/or Audit Committee, and thus will not be "final" under the statute, until the report contains the responses by the department or school being audited, and then the auditor has the opportunity to address that response. In other words, if we define how we would want to consider an audit "final" and then state that the report should not be presented to the Board or Audit Committee until that time, then we are controlling when the audit report is "final" since the statute defines "final" as when it is presented to the unit of local government, not based on the contents of the report.

I would thus suggest this language:

Pursuant to Florida Statute section 119.0713(2), , workpapers, notes and preliminary draft audit reports shall be held confidential and exempt from public records disclosure until the audit report is final and has been issued to the School Board and/or Audit Committee. An audit report shall not be issued to the School Board and/or Audit committee until it is complete. A completed audit report is defined as one which contains the response from the department or school being audited, as well as further comments from the auditor.

I would recommend bringing Policy 1002.1 to the board with these revisions as soon as possible. I would also suggest reviewing with the Auditor, his department staff, and the Audit committee that the audit in question should not have been released to the Board and the Audit committee since it was not "complete," and although the current policy does not include a definition of "complete," it would be reasonable to expect that that term contemplated a response by the department being audited.

Excerpt from Florida Statute 119.0713~ Local government agency exemptions from inspection or copying of public records.--

(2)~~The audit report of an internal auditor prepared for or on behalf of a unit of local government becomes a public record when the audit becomes final. As used in this subsection, the term "unit of local government" means a county, municipality, special district, local agency, authority, consolidated city-county government, or any other local governmental body or public body corporate or politic authorized or created by general or special law. An audit becomes final when the audit report is presented to the unit of local government. Audit workpapers and notes related to such audit report are confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until the audit is completed and the audit report becomes final.

Excerpt from the **Government-in-the-Sunshine Manual**

Chapter updated: 03/11/2009

What kinds of agency records are subject to the Public Records Act?

(2) Local government audits □ □ The audit report of an internal auditor prepared for or on behalf of a unit of local government becomes a public record when the audit becomes final. Section 119.0713(2), F.S. The audit becomes final when the audit report is presented to the unit of local government; until the audit becomes final, the audit workpapers and notes related to such audit report are confidential. *Id.* □ □ Thus, a draft audit report of a county legal department which was prepared by the clerk of court, acting in her capacity as county auditor, did not become subject to disclosure when the clerk submitted copies of her draft report to the county administrator for review and response. *Nicolai v. Baldwin*, 715 So. 2d 1161, 1163 (Fla. 5th DCA 1998). According to the exemption, the report would become "final," and hence subject to disclosure, when presented to the county commission. *Id.* □ □ The term "internal auditor" is not defined for purposes of this exemption. However, the term would appear to encompass an official within county government who is responsible under the county code for conducting an audit. AGO 99-07. Thus, the exemption would apply to the Miami-Dade Inspector General when conducting audits of county contracts pursuant to the county code. *Id.* Compare AGO 04-33 (exemption does not apply to audit of guardianship files prepared by clerk of court because that audit "is not an internal audit performed by or on behalf of any of the specified units of local government"). □

Excerpt from AGO 99-07:

In response to the Miami-Dade Office of the General Counsel, who asked if the exemption for internal audits contained in 119.07(3) applies to the Miami-Dade Inspector General:

The AG reiterated the law as stated above (that the audit becomes public when it becomes final and it becomes final when it is presented to the unit of local government) and clarified as follows:

The Legislature explained the need for this exemption as follows: □ □ "The Legislature finds that it is a public necessity that certain workpapers and notes as well as non-final audit reports be held confidential and exempt until the audit is complete and the auditor's report becomes final in order that the auditor's investigation be conducted as efficiently and effectively as possible. Because non-final reports and supporting documentation become available prior to audit completion, misinformation is often disseminated to the public. This is harmful to the reputation and economic well-being of those who are being audited who are found in compliance. Furthermore, this exemption is sufficiently narrow in that all audit workpapers and notes as well as non-final drafts of reports become available upon completion of the audit and the reports become final." [8] □ □ Thus, it is clear that the Legislature considered it a matter of public necessity that draft audit reports

remain confidential until the final audit is completed and presented to the unit of local government. As the court noted in *Nicolai v. Baldwin* [9] this procedure was obviously designed to protect against public dissemination of incomplete, and thus potentially misleading information.□

Cc: Board members

Patrick Reilly, Chief Auditor

Michael Garretson, Deputy Superintendent, Facilities

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF THE SUPERINTENDENT**

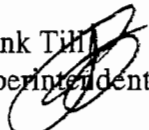
**DR. FRANK TILL
SUPERINTENDENT OF SCHOOLS**

Telephone: (754) 321-2600

Facsimile: (754) 321-2701

October 25, 2005

TO: Michael Garretson, Deputy Superintendent
Facilities & Construction Management

FROM: Frank Till 
Superintendent of Schools

**SUBJECT: AUTHORIZATION TO PROCESS EMERGENCY
REPAIR PURCHASES FOR HURRICANE WILMA**

Pursuant to Purchasing Policy 3320, Section I.h. (copy attached), I have identified the necessity to provide Hurricane Wilma repair services at District locations, as a public health and safety emergency.

Consequently, you are authorized to enter into contract with various contractors, issue Notices to Proceed (NTP), issue purchase orders, and take other necessary actions, not to exceed a total of \$15,000,000 for emergency purchases. This amount will be adjusted as required based on the damage assessment. Where appropriate, staff will seek reimbursement from FEMA or the District's excess insurance carriers.

Please submit as a post approval item at the next closest scheduled School Board Meeting.

FLT/DC:sms
Attachment

cc: Donnie Carter, Deputy Superintendent, Operations
I. Benjamin Leong, Comptroller, Office of the Comptroller
Ed Marko, School Board Attorney
Patrick Reilly, Chief Auditor, Office of the Chief Auditor
Jeffrey S. Moquin, Director, Risk Management
Robert Waremburg, Director, Supply Management & Logistics
Omar Shim, Director, Capital Budget
Denis Herrmann, Director, Contracts & Compliance

Emergency Contractor Instructions – Procurement of Hurricane Wilma Emergency Repair Services

Emergency Procurement Center (EPC) 754-321-1675
General Information 754-321-1500
EPC Fax 754-321-1680

Contacts Administration - Denis Herrmann, Kevin Bellamy, Eileen Hunt
Cost Estimating and Invoicing – Tom Myers
Invoicing – Pam Norwood
Work Order Numbers and Scope – Mike Marchetti

- The EPC has been established to provide the Contractors and Consultants a single point of contact for all administrative activities related to the Emergency Procurement of Hurricane Wilma Repair Services.
- All correspondence must be addressed to the EPC for efficient routing.
- All documents must be delivered to Building 4 Reception.
- Provide Project Number and Work Order Number on all documents to expedite processing. Project Numbers will be XXXX-06-24. EPC will provide the XXXX.
- If you have proceeded with the Work and have not received a written Notice to Proceed contact the Emergency Procurement Center immediately.
- Verify assignments, scope, and processing status with the EPC.
- Contact the project manager to coordinate all on-site activities and prepare invoices.
- Comply with Permit Procedures included with RFP.

The Emergency Procurement Process Summarized

1. The EPC identifies Emergency Repair Projects, prepares the scope, and assigns project managers, contractors and consultants.
2. The EPC issues Requests for Proposals to contractors and consultants.
3. Contractors and Consultants prepare and submit proposals.
4. The EPC prepares and processes Notices to Proceed for contractors and consultants.
5. The EPC processes invoices.
6. The EPC processes close-out of projects.

Invoicing Procedure – Procurement of Emergency Repair Services

1. Contractor develops invoice on provided forms in RS Means format. Assistance will be provided to convert unit items and prices to the RS Means format.
2. Contractor provides invoice to project manager, project consultant or approved contract administrator and reviews quantities in the field.
3. Contractor revises invoice if necessary and submits to Emergency Procurement Center (EPC), 1700 SW 14th Court, Fort Lauderdale, Building 4, Reception.
4. Reception delivers invoice to EPC. Reception delivers the invoice to EPC immediately after Reception logs-in the invoice. Contractor is urged to accompany Reception and invoice to the EPC to review invoice immediately.
5. EPC logs-in the invoice and may review the invoice with Contractor, project manager, project consultant or approved contract administrator. EPC verifies the scope and quantities with project manager, project consultant or approved contract administrator.
6. EPC confirms the unit item designations with scope and verifies the calculations.
7. Capital spot-checks the invoices and processes to COMPASS Work order System and Accounts Payable A/P. Original and two copies of the invoice are provided to A/P. EPC logs-out the invoice.
8. Checks are printed within 7 calendar days of submittal and delivered to the location designated in the NTP by the Contractor. Checks may be designated for distribution at the EPC..
9. Capital contacts the Contractor when check is ready for pickup.

Administrative Procedure – Procurement of Emergency Repair Services

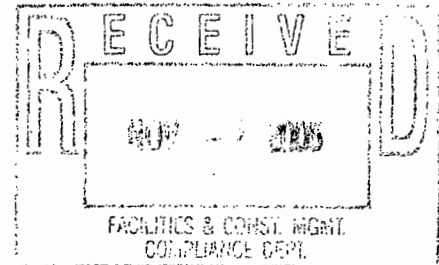
1. Superintendent declares emergency and authorizes procurement under Policy 3320, Section I.h.
2. District Maintenance, Safety, Facilities and Construction Management, Building Department, Risk Management, and school based staff compile damage assessments. Documentation to include photographic images of the damages and reports on standard forms.
3. Damage assessment is catalogued on the PPO COMPASS Workorder system, analyzed and assigned to either PPO or F&CM for processing.
4. PMs request assignments of contractors to Contracts
5. Contracts provides assignments of Contractors to PMs from existing contractor and pre-qualified contractor pool
6. PM requests proposals from assigned contractor and assists with preparation of proposal. Proposal to include GMP, time for completion, W/MBE Goal, insurance certificate, bonds, contract terms, and all other terms.
7. Project Management and Contracts reviews proposals
8. Contracts prepares Notices to Proceed (NTP) issued by the Deputy Superintendent F&CM to the Contractor and Capital.
9. Capital issues requisition to Purchasing.
10. Purchasing issues Purchase Orders (PO) and PO lines.
11. Contractor submits invoices to project manager (PM)
12. PM and Contracts reviews invoices
13. PM processes invoices to Capital and COMPASS input
14. Capital provides on-site staff to process invoices
15. COMPASS input ensures all required documentation is captured in COMPASS
16. Contracts processes Board Post Approval
17. Building Department approves all work.
18. PM confirms unit quantities.

The School Board Of Broward County, Florida
Facilities & Construction Management

Joe DeLillo
Project Manager II
Portables

*Little
Wilma
Henderson*

DATE: 11/7/05 2:23:34 PM
TO: Hurricane Wilma Vendors & Contractors
FROM: Joe DeLillo, Project Manager II
RE: BASIC OPERATING PROCEDURES



In an effort to better organize our efforts, please note the following procedures:

1. Updated work assignments will be forwarded as information becomes available. Please check the upper right hand corner for the date & time of your list to be sure you are using the latest version. You are authorized to work only on the units appearing on your list.
2. A field has been added with the contact #'s of the four Portable Section PM's. An additional column has been added indicating Portable Section PM assignments by school. The individual indicated is your contact person. **All work and schedules must be reported to the PM assigned.** The PM assigned will liaison with school staff. Keep conversations with school staff to an absolute minimum. School staff is not authorized to increase or change your assigned scope of work. Have them call the assigned PM.
3. All work must be inspected and inspections must be called in by the Portable Section to our Code Compliance Dept. Please call Holly Bragg by 3:00PM each day for following day inspections. Ms. Bragg will forward your inspection; log it into our database and liaison with our Building Department. **Ms. Bragg can be reached @ 754-321-1650. You may fax in inspection requests to 754-321-1685.** Inspections will be required for the following work:

- a. Dry In
- b. Final Roof
- c. Deck/joist replacement, (floor & roof)
- d. Framing
- e. Screw
- f. New ceiling grid in excess of 50% of square footage
- g. Electrical, (fixtures, devices)

Additional inspections may be required. Keep the assigned PM informed of all work & schedules.

4. Work lists may not be complete and Portable #'s may not be accurate. Verify the unit # you are working on. If other units appear in need of work, report them to the assigned PM so they may be included on the list.

5. IMMEDIATE GOALS-

- a. AT MINIMUM- DRY IN ALL UNITS WITH A CODE COMPLIANT DURABLE PATCH WHICH WE CAN DEPEND ON FOR AT LEAST 90 DAYS.
 - b. AT MINIMUM- CEILING GRID WITH FUNCTIONING LIGHTING. IF UNIT IS DRY & DOES NOT HAVE A GRID, REPAIR W/LIKE/KIND MATERIAL AND REPAIR/REPLACE FIXTURES.
 - c. VCT FLOORING. IF UNIT HAS WET CARPET OR IRREPAIRABLE VCT, TEAR OUT AND LEAVE BROOM SWEEPED.
 - d. REMOVE ALL DEBRIS FROM SITE. IF YOU CAN'T REMOVE DEBRIS FROM SITE, STORE ON SITE AND SEGREGATE W/ORANGE CONSTRUCTION FENCE UNTIL REMOVAL FROM SITE IS POSSIBLE.
6. PERMANENT ROOF REPAIRS/REPLACEMENTS- IF MATERIAL AND TIME ARE AVAILABLE, PROCEED W/PERMANENT ROOF REPAIRS/REPLACEMENTS. ALL REPAIRS/REPLACEMENTS MUST BE CODE COMPLIANT. PREPARE A SUBMITTAL FOR ROOF MATERIAL AND METHODS AND FORWARD TO ERASMO GONZALEZ FOR REVIEW & ACCEPTANCE. MR. GONZALEZ CAN BE REACHED @ 754-321-1653. INCLUDE WARRANTY INFORMATION WITH YOUR SUBMITTAL
7. IF UNIT IS DRY, YOU MAY PROCEED W/CEILING TILES, REPLACEMENT FLOORS AND OTHER NECESSARY REPAIRS. REMEMBER TO INFORM PORTABLE SECTION PM'S OF ALL WORK & SCHEDULES.
8. SUBMIT UNIT PRICES OR LUMP SUM PRICES BY UNIT AS INFORMATION BECOMES AVAILABLE.
9. ADDITIONAL PROCEDURES MAY BE ESTABLISHED AS NECESSARY. REFER TO DATE @ TIME TO ASSURE YOU ARE USING LATEST VERSION.

If you have any questions, please call me @ 954-804-9940 or 754-321-1659.

Michael Garretson, Deputy Superintendent,
Facilities & Construction Management
Ron Morgan, CBO
Thomas Lindner, Executive Director, PPO
Rick Ragland, Executive Director, Project Management
Denis Herrmann, Contract Coordinator
Jack Cooper, Senior Project Manager
Greg Boardman, PM III
Mike Marchetti, Supervisor I, Work Load Systems

Wilma Damaged Portables
Authorized for Repairs

As of 11/30/05 @ 1:34 PM

EPC
Portables

Hurricane Wilma Contractors for Damaged Portables

	Per Unit Estimate	Assigned	Approved 11/8/05	Approved 12/13/05
Padula	129 \$ 25,000 \$	3,225,000	\$ 500,000	\$ 2,725,000
Pirtle	93 \$ 25,000 \$	2,325,000	\$ 250,000	\$ 2,075,000
HA	55 \$ 25,000 \$	1,375,000	\$ 250,000	\$ 1,125,000
Advanced	101 \$ 25,000 \$	2,525,000	\$ 194,400	\$ 2,330,600
C & B	124 \$ 25,000 \$	3,100,000		\$ 3,100,000
Stephenson	117 \$ 25,000 \$	2,925,000		\$ 2,925,000
TOTAL		15,475,000	\$ 1,194,400	\$ 14,280,600
Total Units	619 \$ 25,000 \$	15,475,000		
		\$ 1,194,400		
		\$ 14,280,600		

Meeting Date <div style="border: 1px solid black; padding: 2px; text-align: center;">12/13/05</div>	<div style="display: flex; justify-content: space-between;"> <div style="width:45%;"> Open Agenda <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No </div> <div style="width:45%;"> Time Certain Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> </div>	Agenda Item Number <div style="border: 1px solid black; padding: 2px; text-align: center;">JJ-1</div>
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TITLE:	Post Approval of Hurricane Wilma Emergency Repair Purchases For Various Locations from Multiple Contractors and Professional Consultants
REQUESTED ACTION:	Approve the purchase of emergency repair and related services necessitated by Hurricane Wilma at District locations; authorize associated contracts/Notices To Proceed; authorize not to exceed amount as required by damage assessed; and authorize funding from the District Reserves up to \$16,189,350. Approve an appropriation of \$16,189,350 from capital projects reserve, sale of land and other revenue previously appropriated to district wide activities.
SUMMARY EXPLANATION AND BACKGROUND:	<p>Pursuant to Policy 3320, Section I.h. the Superintendent identified the necessity to provide Hurricane Wilma repair and related services at District locations, as a public health and safety emergency. Consequently, the Superintendent authorized the Deputy Superintendent of Facilities and Construction Management to contract for services from selected contractors and professional consultants at the listed locations in the not-to-exceed amounts indicated on Exhibit 2 attached, and issue Notices To Proceed and purchase orders not to exceed \$16,189,350. The not to exceed amount may be adjusted as required based on the damage assessment. All work is to be provided at pre-approved unit costs, and documented in accordance with the requirements of FEMA, and the District's excess insurance carriers. Where appropriate, staff will seek reimbursement from FEMA or from the District's excess insurance carriers.</p> <p>The Superintendent directed staff to submit the emergency purchases for Hurricane Wilma to the School Board for post approval at the next closest School Board meeting.</p>
SCHOOL BOARD GOALS:	<ul style="list-style-type: none"> <input type="checkbox"/> •Goal One: All students will achieve at their highest potential. <input checked="" type="checkbox"/> •Goal Two: All schools will have equitable resources. <input type="checkbox"/> •Goal Three: All operations of the school system will demonstrate best practices while supporting student achievement. <input type="checkbox"/> •Goal Four: All stakeholders will work together to build a better school system.
FINANCIAL IMPACT:	The financial impact is up to \$16,189,350 and funding is from the District Reserves. There is an additional financial impact of \$16,189,350 from capital projects reserve, sale of land and other revenue previously appropriated to district wide activities.
EXHIBITS: (List)	<ol style="list-style-type: none"> 1. Memo from the Superintendent of Schools 2. List of Contractors, Professional Consultants, Locations and Not-to-Exceed Contract Amounts 3. Collaboration (Capital)
BOARD ACTION: <div style="text-align: center; font-weight: bold; font-size: 1.2em;">APPROVED</div> <div style="font-size: 0.8em;">(For Official School Board Records' Office Only)</div>	SOURCE OF ADDITIONAL INFORMATION: Denis Herrmann, Director Design & Construction Contracts (754) 321-1675 <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> Name Phone </div>

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
 FACILITIES AND CONSTRUCTION MANAGEMENT DIVISION
 MICHAEL GARRETSON, DEPUTY SUPERINTENDENT

Approved in Open Board Meeting on:

DEC 13 2005

By:
 Revised July 31, 2003
 FT/MG/DH:ab

School Board Chair

mcg/lat

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF THE SUPERINTENDENT**

**DR. FRANK TILL
SUPERINTENDENT OF SCHOOLS**

Telephone: (754) 321-2600

Facsimile: (754) 321-2701

October 25, 2005

TO: Michael Garretson, Deputy Superintendent
Facilities & Construction Management

FROM: Frank Till
Superintendent of Schools

SUBJECT: AUTHORIZATION TO PROCESS EMERGENCY
REPAIR PURCHASES FOR HURRICANE WILMA

Pursuant to Purchasing Policy 3320, Section I.h. (copy attached), I have identified the necessity to provide Hurricane Wilma repair services at District locations, as a public health and safety emergency.

Consequently, you are authorized to enter into contract with various contractors, issue Notices to Proceed (NTP), issue purchase orders, and take other necessary actions, not to exceed a total of \$15,000,000 for emergency purchases. This amount will be adjusted as required based on the damage assessment. Where appropriate, staff will seek reimbursement from FEMA or the District's excess insurance carriers.

Please submit as a post approval item at the next closest scheduled School Board Meeting.

FLT/DC:sms
Attachment

cc: Donnie Carter, Deputy Superintendent, Operations
I. Benjamin Leong, Comptroller, Office of the Comptroller
Ed Marko, School Board Attorney
Patrick Reilly, Chief Auditor, Office of the Chief Auditor
Jeffrey S. Moquin, Director, Risk Management
Robert Waremburg, Director, Supply Management & Logistics
Omar Shim, Director, Capital Budget
Denis Herrmann, Director, Contracts & Compliance

EXHIBIT 2

Item JJ-1
December 13, 2005

Post Approval of Hurricane Wilma Emergency Repair Purchases
For Various Locations from Multiple Contractors and Professional Consultants

Not to Exceed:

CONTRACTOR CONSULTANT			
Advanced Roofing, Inc.	Various Locations	Portable Repairs	\$1,700,000
Aventura Eng. & Const. Corp.	Martin Luther King Elementary	Roof Repairs	\$30,000
Ashbritt, Inc.	Various Locations	Portable Repairs	\$3,100,000
D. Stephenson Const., Inc.	Various Locations	Portable Repairs	\$2,925,000
EnHealth Environmental	K.C. Wright Administrative Ctr.	Various Miscellaneous Work	\$100,000
GLE Associates, Inc.	Various Locations	Various Miscellaneous Work	\$100,000
Grace & Naeem Uddin, Inc.	Plantation Middle School	Roof Repairs	\$116,883
HA Contracting Corporation	Various Locations	Portable Repairs	\$1,125,000
James B. Pirtle Const. Co., Inc.	Various Locations	Portable Repairs	\$2,075,000
James B. Pirtle Const. Co., Inc.	Orangebrook ES	Remove/replace entrance gates Fence Work	\$11,152
James B. Pirtle Const. Co., Inc.	Seagull School	Clothing Bank Relocation	\$812,000
PDG Environmental, Inc.	Various Locations	Mold Abatement	\$100,000
Padula & Wadsworth Const. Inc.	Various Locations	Portable Repairs	\$2,725,000
REP Associates, Inc.	Various Locations	Various Miscellaneous Work	\$100,000
Sal's Abatement Corporation	Various Locations	Mold Abatement	\$100,000
Tommie B. Butts, Jr. Ent., Inc.	South Area Bus Complex	Roofing	\$86,811
Tommie B. Butts, Jr. Ent., Inc.	South Area Bus Portables	Portable Roof Repairs	\$53,004
ETS--BellSouth Communications Systems	Various Locations	Provide communications technology such as telephones, data network, and wiring infrastructure for schools and district sites affected by Hurricane Wilma.	\$115,200
ETS--JDL Technologies, Inc.	Various Locations	Provide communications technology such as telephones, data network, and wiring infrastructure for schools and district sites affected by Hurricane Wilma.	\$100,000
ETS--Quality Communications	Various Locations	Provide communications technology such as telephones, data network, and wiring infrastructure for schools and district sites affected by Hurricane Wilma.	\$712,800
ETS--PRS	Various Locations	Provide communications technology such as telephones, data network, and wiring infrastructure for schools and district sites affected by Hurricane Wilma.	\$1,500
Total			\$16,189,350

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Post Approval of Hurricane Wilma Emergency Repair Purchases
For Various Locations from Multiple Contractors and Professional Consultants

School Board Meeting Date: December 13, 2005

- [X] All projects have been appropriated in the Adopted District Educational Facilities Plan (August 10, 2005) and in the District's Capital Budget.
- [] The following project(s) have not been appropriated in the Adopted District Educational Facilities Plan (August 10, 2005) and in the District's Capital Budget.

- [] **Comments:** An additional financial impact of \$ 16,189,350 will come from capital projects reserve, sale of land and other revenue previously appropriated to district wide activities.

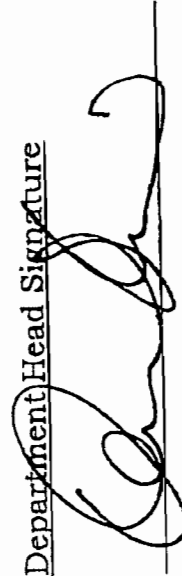
Department Name

Capital Systems,
Reporting & Control

Department Head Name

Omar Shim
Special Assignment, Director

Department Head Signature



Req. #	Purchase Order #	P.O. Line	Req Date	P.O. Amount	Retainage	P.O. Balance	
9731014635	2600021755		12/19/05	2,183,852.78		-8.77	100.00%

NEW Req No	NEW Purchase Order #	New Line
10006518	Z600021755	2

Coding Line		100	1	1150	700	0000	0	0	00000	
NEW coding		Fund	Cl	Func	Obj	Capital	Location	Type	Use	Activity
	1700 0000	tbd			0	100	1150	0000000		
	G/L Account	Cost Center			Fund	Functional Area		WBS		

Order Information	Vendor Name	ASHBRITT, INC. V#1221135636	Attorney
			<input type="checkbox"/>

Originator		Field Operations Mgr.	
Facilities & Construction Management			
Originator Phone		Facilities Mgr.	
Location		P.O. Status	
Various schools		Open	
OLD Project No.	1611-06-24	NEW Project No.	
Project Type		Bid Number	±
Hurricane repairs		Date Closed	
		Open End	
		Bookkeeper	MS

Order Description	Comments
Hurricane Wilma Emergency Repairs -- Project 06-24 USE PINK SHEETS	Portable Roof Repairs -- Various Locations -- Not to exceed \$3,100,000.00 -Sub-Contractor NOT Licensed in Florida? (Resolved in 2007) -PN New Vendor # 106167

Payments							
Date Recd	Rec'd Signed	ATP/MATP	Invoice Number	Invoice Date	Accounting/Ck#	Invoice Amt	Date to A/P
		Orig PO	\$ 3,100,000.00				
		CO#1	--\$ 2,098,747.22				
		New Ntp total	\$ 1,001,252.78				
02/14/07	3/13/07	3391 Flanagan	0584-01	01/30/07		31,200.00	03/14/07
02/14/07	3/13/07	3623 Cypress B	0584-02	01/30/07		101,400.00	03/14/07
02/14/07	3/13/07	2801 Davie E	0584-03	01/30/07		23,400.00	03/14/07
02/14/07	3/13/07	1711 Deerfield	0584-04	01/30/07		7,800.00	03/14/07
02/14/07	3/13/07	0911 Deerfield	0584-05	01/30/07		31,200.00	03/14/07
02/14/07	3/13/07	0761 Meadow	0584-06	01/30/07		46,800.00	03/14/07
02/14/07	3/13/07	4772 Millenium	0584-07	01/30/07		23,400.00	03/14/07
02/14/07	3/13/07	3541 Monarch	0584-08	01/30/07		23,400.00	03/14/07
02/14/07	3/13/07	1281 Nova H	0584-09	01/30/07		39,000.00	03/14/07
02/14/07	3/13/07	1311 Nova M	0584-10	01/30/07		39,000.00	03/14/07
02/14/07	3/13/07	3781 Park Trail	0584-11	01/30/07		62,400.00	03/14/07
02/14/07	3/13/07	2571 Pioneer	0584-12	01/30/07		62,400.00	03/14/07
02/14/07	3/13/07	1901 Piper H	0584-13	01/30/07		39,000.00	03/14/07
02/14/07	3/13/07	0021 Pomp BM	0584-14	01/30/07		23,400.00	03/14/07
02/14/07	3/13/07	3121 Quiet Wtr	0584-15	01/30/07		7,800.00	03/14/07
02/14/07	3/13/07	2711 Ramblew	0584-16	01/30/07		31,200.00	03/14/07

Date Created 12/19/05

Date Modified 02/05/08

Major Project